

Agenda
Regular City Council Meeting
November 3, 2014

1. Agenda

Documents: [NOVEMBER 3, 2014.PDF](#)

2. Agenda With Packet

Documents: [AGENDA NOVEMBER 3, 2014.PDF](#)

3. Addendum Tab 23 City Council Meeting

Documents: [ADDENDUM-TAB 23.PDF](#)

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
NOVEMBER 3, 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:

ANNUAL MEETING:

(Tab 1) Annual Meeting of the Corporator of Portland Development Corporation – Sponsored by Mayor Michael F. Brennan.

The City Council is the Corporator of the Portland Development Corporation (PDC).

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

At the October 16, 2014 Annual Meeting of the Portland Development Corporation Board of Directors, the Board voted unanimously to set the date for the Annual Meeting of the Corporator as November 3, 2014.

This year's Annual Meeting Agenda includes:

1. Accepting PDC FYE 2014 Activity and Financial Reports
2. Order removing \$250,000 cap to the PDC Portland Economic Development Plan Implementation Program ("PEDPIP) and authorizing the PDC Board of Directors to utilize the PDC's Unrestricted Fund to Fund PEDPIP Grants; and

3. Transaction of other business as may be deemed necessary.

**Order 75-15
(Tab 2)**

Order Removing the \$250,000 CAP to the Portland Development Corporation's ("PDC") Portland Economic Development Plan Implementation Program (PEDPIP) and Authorizing the PDC's Board of Directors to Utilize the Corporation's Unrestricted Fund to Fund PEDPIP Grants – Sponsored by Sheila Hill-Christian, Acting City Manager.

This order removes the \$250,000 cap for the Portland Economic Development Plan Implementation Program (PEDPIP) Grant Program, which it had previously established by Order 46-11/12 and authorizes the PDC Board to utilize the PDC's Unrestricted Fund, which was established by Order 45-11/12 to fund grants awarded by the PDC under the PEDPIP Grant Program.

This program was originally capitalized in October 2011 with \$250,000 from PDC administered funds. In the City Council Order that established PEDPIP, it placed a cap of \$250,000 to fund it, essentially preventing the PDC from utilizing any more of the funds it administers for PEDPIP once approved grants reach \$250,000. Given that the cap will shortly be reached, staff and the PDC recommends to the City Council that it remove the PEDPIP cap so that future projects can be funded, and to utilize the PDC's Unrestricted Fund to fund future grant requests.

Please refer to the October 21, 2014 Memo to the Council for background information and past investment.

The Portland Development Corporation met on October 16th and voted unanimously to forward this item to the City Council for approval.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 3) October 20, 2014

PROCLAMATIONS:

**Proc 8-14/15 Proclamation Honoring Officer Kevin Murphy as Police Officer of the
(Tab 4) Month for September 2014 – Sponsored by Mayor Michael F. Brennan.**

**Proc 9-14/15 Proclamation Honoring Volunteers Who Support Yardscaping
(Tab 5) Gardens at Back Cove – Sponsored by Mayor Michael F. Brennan.**

**Proc 10-14/15 Proclamation Honoring Anne Bilodeau, Finance Department, as
(Tab 6) Employee of the Month for October, 2014 –Sponsored by Mayor
Michael F. Brennan.**

APPOINTMENTS:

**Order 76-14/15
(Tab 7)**

**Order Appointing Constables for 2014 and 2015 – Sponsored by
by Sheila Hill-Christian, Acting City Manager.**

This order appoints Marion T. Oliver, Taxi Administrator, and Franklin L. Noiles, Taxi Inspector/Enforcement Office as Constables effective from January 1, 2015 through midnight December 31, 2015.

This order also appoints the following security staff of the Portland Public Library as Constables: Joaquim Almeida, Miroslav M. Petrovic, and Paul Tetzlaff upon the effective date of this order and expiring December 31, 2015.

The Portland Public Library administration has expressed concerns regarding increasing traffic for individuals who are no longer welcome in the library. In the instance an unwelcomed guest enters the library, the security guards must call a third party (the Portland Police Department) to issue a criminal trespass order to the individual.

The Library's administration and Police Department believe appointing the Library's guards as constables and allowing them to issue criminal trespass orders will create efficiencies in providing these public services.

Five affirmative votes are required for passage after comment.

CONSENT ITEMS:

**Order 77-14/15
(Tab 8)**

**Order Declaring Portland's Downtown District's "Light Up Your
Holidays" Festival – Sponsored by Sheila Hill-Christian, Acting City
Manager.**

This order declares Portland's Downtown District's, "Light Up Your Holidays" Festival, to be held Fridays, November 28, December 5, 12, 19, 2014; Saturdays, November 29, December 6, 13, 20, 2014; and Sundays (November 30, December , 14, 21, 2014, and Thursday, December 11, 2014. Friday, November 28, is the "Tree Lighting Ceremony". Thursday, December 11, is "Merry Madness".

Traffic plan for METRO Buses during the Tree Lighting Ceremony (Fri., Nov. 28), will be similar to last year: Public Services and the Police Dept. plan to provide a special bus travel lane on Congress Street during the Tree Lighting to allow limited bus access on that closed portion of Congress Street (between Elm Street and Preble Street).

Tree Lighting Ceremony: On Friday, November 28, 2014, from 5:30 to 6:45 pm, the annual tree lighting ceremony will be held in Monument

Square and on Congress Street (with stage, entertainment and vendors). Organizers have asked to place a 20x24' stage on Congress Street (between Preble and Elm Street) facing Monument Square.

This would necessitate the closure of that section of Congress Street to vehicular traffic from 9:00 am to 9:00 pm, Friday, Nov. 28. A special METRO bus travel lane through the closure is planned (street available for buses from 12:30 – 3:00 pm, and then again from 7:30 – 9:00 pm). For security, the tree lighting ceremony will also necessitate closing Federal Street Extension to vehicular traffic (from 4:45 – 7:00 pm) and posted “no parking” 2:00 – 7:00 pm.

Vendors will set up on the sidewalks in Monument Square and on the closed section of Congress Street. The festival area includes Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk area and Monument Way), from Center Street to Temple Street and both sides of Congress Street in that area.

Horse Drawn Wagon Rides: Beginning Friday, November 28, PDD will sponsor horse-drawn wagon rides in the downtown and Old Port area. Rides will begin and end in Monument Square. They will occur Fridays (4:00 - 8:00 pm), Saturdays (2:00-6:00 pm) and Sundays (1:00-5:00 pm) between November 28 and December 21. Rides will also be offered on Thursday, December 11. Rides are free to the public. The festival area for these events includes Monument Square, Federal Street Ext. sidewalks, One City Center sidewalk areas, and Monument Way (and any adjacent sidewalks).

Merry Madness: PDD plans to hold its annual "Merry Madness" on Thursday, December 11. This event is paired with businesses who keep their stores open late for holiday shoppers. Organizers have requested permission to host the event this year at Congress Square. Refreshments (including wine), as well as music would be on hand.

A large free-standing tent will be erected in the sunken plaza area. PDD has requested permission for the Westin Hotel to expand its alcohol service to the square, where wine will be served to adults (21+) in a confined, secured area (the large tent). The Westin Hotel currently holds a Class IA Hotel License.

Festival Grounds for the December 11 Merry Madness event include all of Congress Square, and the adjacent Congress St. and High St. sidewalks. PDD will work with city staff to provide a safe and monitored alcohol service area, and will acquire any necessary licenses for refreshments and outdoor music.

**Order 78-14/15
(Tab 9)**

Order Declaring Portland's Downtown District's "First Friday Art Walk Holiday Edition" Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

This is the second year that Portland's Downtown District is planning a Festival coinciding with December's First Friday Art Walk. PDD, along with Creative Portland, want to again make this a more festive atmosphere for the First Friday evening. City staff will meet with organizers prior to Dec. 5 to discuss details and traffic management, but this closing is identical to the Summer 2014 FFAW closure of Congress Street, so that traffic plan will most likely be implemented: (barricades positioned at many intersections, police officers and parking control officers will be hired and private security will assist with the detour bus lane).

Congress Street (both lanes) from Elm St. to State St., would be closed (5:00 – 8:00 pm), leaving High Street open for cross traffic. This closure will necessitate the closure of side streets leading onto that closed section of Congress Street (except for High Street). PDD will work with the City of Portland Police and Public Services, and Metro, to facilitate this closure. To accommodate Metro bus service needs, a "Bus Lane Only" will be set up on Congress Street, between Preble Street and Elm Street, to be staffed by Police, volunteers and private security.

In addition, Federal Street Ext., between Congress and Temple Streets (5:00 – 8:00 pm) would also be closed to traffic. Both Congress Street and Federal Street Ext. would be posted "No Parking".

Congress Square, Monument Square and Longfellow Square will be reserved for PDD for arts programming to tie in with the event.

The Festival Zone is Congress Street itself (State Street to Elm Street), and the adjoining sidewalks, as well as Longfellow Square, Congress Square, and Monument Square/One City Center Sidewalks/Monument Way area.

**Order 79-14/15
(Tab 10)**

Order Declaring Portland Winterfest as a Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

Portland's Downtown District wishes to present "Portland WinterFest" from Thursday, January 22, 2015 through Sunday January 25, 2015. Portland WinterFest will be a collection of paid and public events taking place around the downtown area. These events include:

(To Be Determined) SIGNATURE EVENT (1/22-1/25) – potential Ski/Snowboard competition

Street closure along the eastbound lane of Spring Street from Center Street to Union Street is requested. This area will be designated for a (to be determined) potential ramp or ski jump (a la downtown showdown).

Anticipated build period is two days (Wednesday 1/21 and Thursday 1/22), with event to be held (Friday 1/23).

SILENT DISCO (1/23)

The State Theatre will present a Silent Disco in Congress Square the evening (5-8pm) of Friday, 1/23. Participants will wear headphones provided by the organization that will allow them to hear the DJ music. The event is silent to non-participants as only those wearing headphones can hear the music. This is a paid admission event.

SNOWMAN BUILDING COMPETITION (1/24) (exact times tbd)

Teams compete to build the best snowman in Monument Square. Snowmen are judged and awards distributed.

HOCKEY SHOT (1/25) (exact times tbd)

The Portland Pirates will present Hockey Shot in Monument Square. Participants can shoot on the Pirates goalie, who will be defending an inflatable goal. This is a free event.

**Order 80-14/15
(Tab 11)**

Order Approving Transfer of Funds Under 15 M.R.S.A. Secs 5824(3) and 5826(6) Re: Ian Nono– Sponsored by Sheila Hill-Christian, Acting City Manager.

This order authorizes the City Council to approve the transfer of \$3,614.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Ian Nono.

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 81-14/15
(Tab 12)**

Order Approving Transfer of Funds Under 15 M.R.S.A. Secs 5824(3) and 5826(6) Re: Nicholas Dipietro – Sponsored by Sheila Hill-Christian, Acting City Manager.

This order authorizes the City Council to approve the transfer of \$7,476.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Nicholas Dipietro. 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 82-14/15
(Tab 13)**

Order Approving Transfer of Funds Under 15 M.R.S.A. Secs 5824(3) and 5826(6) Re: Abdi Ali– Sponsored by Sheila Hill-Christian, Acting City Manager.

This order authorizes the City Council to approve the transfer of \$5,252.52 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Abdi Ali. 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.

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

LICENSES:

**Order 83-14/15
(Tab 14)**

Order Granting Municipal Officers' Approval of Joseph A. Richards d/b/a Studio 55 Mixology Show Lounge. Application for a Class A Lounge License with Entertainment with Dance at 55 Market Street – Sponsored by Katherine L. Jones, City Clerk.

Application filed 10/6/14. New City and State applications. Former location of The Big Easy.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

**Com 4-14/15
(Tab 15)**

Communication RE: Status of 2014-2015 Work Plan Associated with the Portland Economic Development Plan – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

In the fall of 2011, the Portland City Council and all partners (Portland Community Chamber, Creative Portland, Portland Convention and Visitors Bureau, Portland's Downtown District, Portland Development Corporation, and others) endorsed the Portland Economic Development Plan and associated Work Plan. Mayor Brennan then formed a stakeholder group to oversee implementation of the Work Plan. In late 2013, since many components of the original Work Plan were completed, the stakeholder group worked to update the Work Plan for 2014-2015. That final updated 2014-2015 Work Plan was presented to the HCDC and City Council on February 24, 2014.

Mayor Brennan requested that the City Council be apprised of the status of the tasks in the 2014-2015 Work Plan. Included in the agenda backup are the City, Creative Portland, and Growing Portland updates.

The Chamber update includes a partnership with the City and USM Maine Center for Business and Economic Research to conduct industry sector specific research to identify industry growth sectors and support increased exporting through the Portland Marine Terminal and Eimskip.

Also noted is the recently issued 2014-2015 Portland Economic Scorecard.

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

RESOLUTIONS:

UNFINISHED BUSINESS:

ORDERS:

**Order 84-14/15
(Tab 16)** **Order Terminating the Bay House Tax Increment Financing District
- Sponsored by the Housing and Community Development Committee,
Councilor Kevin J. Donoghue, Chair.**

The Bay House development by the Village at Oceangate LLC (“Developer”) received City Council approval for a Tax Increment Financing (TIF) District, including a Credit Enhancement Agreement (CEA) included in the agenda backup, on August 6, 2012, for public infrastructure assistance associated with the development of 94 market rate apartments in two buildings, a parking garage, and approximately 5,700 square feet of commercial retail space. The TIF District comprised the area for Building 1 including 52 market residential apartment units and portions of Middle, Newbury, and Hancock Streets. It is noted that Building 2, including 42 market rate residential condominium units, was not included in the TIF District because residential condominium units are not an allowable TIF District use.

The terms for the CEA were for upwards of ten years, including returning 75% of the real estate taxes for years one to five, and 65% for years six to ten – up to a maximum value of \$647,971 associated with actual public infrastructure related Project expense.

Also, the Bay House TIF District CEA contemplated the conversion of 52 residential units located in Building 1 in the TIF District to condominium units, at which time the TIF CEA payments would be reduced to zero. During 2014, sales of condominium units occurred thereby reducing TIF CEA payments to zero. It is noted that there will be only one TIF District CEA payment related to this TIF District in the amount of \$22,670 before being terminated. See attached fully executed Consent Agreement with Developer acknowledging TIF District termination. Formal City Council action is needed to terminate this TIF District.

Policy discussions with the HCDC directed City staff to establish a proposed Portland Downtown and Transit Oriented Municipal Development and Tax Increment Financing District to include the property related to this TIF District termination proposal. Termination of the Bay House TIF District needs to occur prior to the Bay House property being included in the proposed Downtown and Transit Oriented TIF District.

The Housing and Community Development Committee met on October 8 and voted unanimously (3-0, Coyne 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 85-14/14
(Tab 17)**

Order Terminating the Fore India Middle, LLC Tax Increment Financing District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

Fore India Middle, LLC (“Developer”) received City Council approval for a Tax Increment Financing (TIF) District on September 5, 2012, for assistance related to Phase II redevelopment of the former Jordan Meats site adjacent to the Downtown Hampton Inn.

The above TIF District was established to fund two primary activities which include:

1. Reimbursing the Project Developer, up to a maximum cap of \$650,000, to pay for a portion of the actual cost of undergrounding overhead electric power lines and telecommunication services located along Middle Street between Franklin and India Streets, along with related sidewalk public infrastructure investment; and,
2. Fund City India Street neighborhood planning work - which has now been funded through other sources.

For background information, Phase I of the former Jordan Meats sites was constructed without City TIF district financial assistance. Phase I included a 94,000 sq. ft. mixed use project consisting of the 122-room Hampton Inn, the Sebago Brewing Company restaurant, and 12 residential condominium units. This first phase used .66 acres of the 1.75 acre site, leaving 1.09 acres remaining to be developed.

The approved TIF District includes 1.09 acres (remainder of the former Jordan Meats site). The proposed \$25 million Project was planned to include a five-story, 180,000 sf. mixed-use project consisting of 12,600 sf. of retail space on Middle Street, 9,900 sf. of retail space on Fore Street, three levels of office space comprising 66,000 sf. on Middle Street, and 18 residential condominium units along Fore Street and India Street.

In addition, there was to be two "internal" parking garages located behind the retail spaces (not visible from the street), one garage at the Fore Street level, and another garage one story above at the Middle Street level.

City staff recommends termination of this TIF District for the following reasons:

- The proposed \$25 million mixed use Project, adjacent to Hampton Inn, was not built and associated undergrounding of electric power lines and telecommunication services was not constructed.
- TIF District was established for a four year time frame which expires in City fiscal year 2017.
- Fore India Middle, LLC Developer sold the entire former Jordan Meats site to Chatham Portland DT LLC.
- TIF District Credit Enhancement Agreement (CEA) was not signed by the Fore India Middle Street, LLC Developer and the City of Portland, and the CEA has not been assigned to the current property owners.
- A Downtown and Transit TIF is proposed to include the central core of the Portland Peninsula including the area in the existing Fore India Middle TIF District. City Council approval to terminate this TIF District must occur prior to City Council action on the proposed Downtown and Transit Oriented Development TIF District

Chatham Portland DT LLC, the current property owners, has been notified that City staff is advancing this recommendation for the TIF District's termination to the City Council.

The Housing and Community Development Committee met on October 22 and voted unanimously (4-0) to forward this time to the City Council with a recommendation for passage.

Five affirmative votes are required for passage after public comment.

**Order 86-14/15
(Tab 18)**

Order Amending and Expanding the Bayside Economic Redevelopment Program and Bayside Redevelopment Tax Increment Financing District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

This matter is being presented to the City Council for authorization to amend the existing approved Bayside Tax Increment Financing (TIF) District to expand the geographic area of the TIF District to align with *Bayside Vision Plan* boundaries. Also, the expansion of the TIF District will enable TIF District revenue to be invested in public infrastructure improvements in a larger area within the District.

Background Information

The existing Bayside TIF District, originally approved by the City Council on March 31, 2003, included 11 acres. This TIF District was expanded on July 6, 2005 to include a total of 62.18 acres.

To date, TIF District revenues have been used to invest in the following:

- Credit Enhancement Agreement for the Intermed Building
- Credit Enhancement Agreement for the Bayside Student Housing Project
- Infrastructure for Whole Foods
- HUD 108 Loan Repayment

As part of discussions to establish a new Downtown/Transit Oriented Development District, staff was directed to present amendments to expand the geographic boundaries for the existing approved Bayside TIF District geography at the same 100% TIF capture rate.

Proposed Bayside TIF District Amendments.

The primary reason to amend the existing approved Bayside TIF District is to expand the TIF District geography by adding 67 acres to align the entire Bayside TIF District boundaries with the boundaries of the *Bayside Vision Plans*. The secondary reason is to enable TIF District revenue to be invested in public infrastructure improvements in a larger area within the District.

The amendment to include this additional acreage impacts the Bayside TIF District calculations through-out the TIF District documents.

The Amended and Restated Bayside TIF District Program documents are included in the agenda backup.

It is noted that under State TIF law, there are acreage and value limitations related to establishing TIF Districts City-wide. Those TIF Limitations include:

Acreage: 5% of Total Acreage; Portland's Total Acreage is 12,386; 5% is 619.30 acres.

Value: 5% of Total Aggregate Value; Portland's FY14 Total Aggregate Value is \$7,551,450,000; 5% is \$377,572,500.

The proposed Bayside TIF District expansion will result in all approved TIF Districts calculations as follows (with TOD TIFs and Downtown TIFs exempted from calculations):

Acreage: 253.50 acres TIF'd, which is 2% of total; leaving 365.8 acres that can be TIF'd.

Value: \$370,021,490 TIF'd, which is 4.9% of total; leaving \$7,551,010 that can be TIF'd.

While the City is near the "value" limit, it is noted that proposed TIF district terminations (Bay House TIF District, Fore India Middle Street) and proposed TIF District reductions (Riverwalk and Arts) will free up value capacity that will provide enough flexibility going forward.

With the expanded Bayside TIF District, the City will realize additional savings in tax sheltering benefits in an annual estimated amount at approximately \$73,062 yearly; in addition to \$607,245 yearly in tax sheltering savings from the original TIF District, for a combined yearly tax sheltering savings of \$680,307.

The Housing and Community Development Committee met on October 22 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

This item must be read on two separate days. This is its first reading.

**Order 87-14/15
(Tab 19)**

Order Appointing and Setting Salary of Dawn Stiles as Health and Human Services Director – Sponsored by Sheila Hill-Christian Acting City Manager.

This order appoints Dawn Stiles as Health and Human Services Director at a salary of \$105,047 effective December 1, 2014.

This item must be read on two separate days. This is its first reading.

**Order 88-14/15
(Tab 20)**

Order Renaming the Portland Ice Arena the William B. Troubh Ice Arena – Sponsored by Mayor Michael F. Brennan.

The Portland Middle School Hockey Association is requesting that the Portland Ice Arena be renamed in honor of William B. Troubh.

Former City Councilor William B. Troubh, who grew up on Sherman Street, was instrumental in building the Portland Ice Arena, as well as bringing the Portland Sea Dogs to Portland to a refurbished Hadlock Field.

Bill was the first President of the Portland Middle School Hockey Association, an organization which still provides an opportunity for approximately 40 Portland middle school hockey players to develop their hockey skills each year at the Portland Ice Arena. This year will mark the 30th anniversary of the existence of the Portland Ice Arena. The Portland Middle School Hockey Association feels that this benchmark represents an appropriate time to spearhead an effort to raise funds to spearhead an effort to raise funds to rename the Portland Ice Arena in honor of William B. Troubh.

John Menario and Joe Gray, both former City Managers, as well as close friends of Bill Troubh, have agreed to serve as Honorary Chairmen of a committee which the Portland Middle School Hockey Association will put together to promote this effort. The intention is to raise private funds to pay for any changes necessary for signage or other memorialization of Bill Troubh at the arena.

This item must be read on two separate days. This is its first reading.,

AMENDMENTS:

Order 89-14/15 (Tab 21)

Amendment to Zoning Map Re: Bishop Street – Sponsored by by the Planning Board, Stuart O'Brien, Chair.

A request for a map change for a parcel at 72 Bishop Street was submitted by Avesta Housing as part of a planned development at that parcel. The Planning Division felt, and the Planning Board agreed, that this would be an opportunity to look at the zoning along Bishop Street generally to see if it is consistent with the City's plans and policies.

The Planning Board recommends a rezoning for the south side of Bishop Street near Morrill's Corner. The Board considered the existing zoning scheme for the area at three separate workshops.

Ultimately, a majority of the Board found that much of the existing Moderate Impact (IM) zone on the south side of Bishop Street merited rezoning to Community Business (B-2c), with a portion at the northern end of Mayfield Street warranting a rezoning to Residential (R-5).

The Board's review highlighted the fact that much of the existing IM zone along the southerly edge of Bishop Street is currently neither developed nor functioning as an industrial area. The size of lots, the fact that the lots are only partially zoned industrial, the existence of the residential neighborhood on Mayfield Street, and the presence of sensitive natural resources in the vicinity effectively limit the potential for industrial development.

Thus, the Board decided to expand the area of the proposed rezoning and ultimately directed staff to advertise the B-2c and the R-5 as the proposed zoning designations. B-2c is proposed for the five properties south of Bishop Street west of Mayfield Street. R-5 is recommended at the north end of Mayfield Street where it intersects with Bishop Street.

On October 14, 2014, the Planning Board voted 4-1 (Dean opposed, Soley and Dundon absent) that the proposed map amendment to change the zoning for the southern side of Bishop Street from Moderate Impact Industrial (IM), Residential R-3, and Residential R-5 to Community Business (B-2c) and Residential R-5, as shown in the map below, is consistent with the Comprehensive Plan. The Board voted 4-1 (Dean opposed, Soley and Dundon absent) to recommend adoption of the proposed amendment to the City Council. Mr. Dean expressed concerns regarding the loss of industrial land to business uses. However, he articulated his support for the R-5 rezoning at the north end of Mayfield Street.

This item must be read on two separate days. This is its first reading.

**Order 90-14/15
(Tab 22)**

**Amendment to Portland City Code Chapter 14. Land Use Chapter 14.
Land Use Re: Changes to Business B-1 and Community Business B-2
Zones – Sponsored by the Planning Board, Stuart O'Brien, Chair.**

The Planning Board recommends text amendments to the Neighborhood Business B-1 zone and the Community Business B-2 zone. These include changes to the existing dimensional standards and permitted uses under both zoning classifications. The amendments are designed to allow the B-1 and B-2 zones better accomplish their own purposes, particularly as they relate to form and walkable, neighborhood-scaled development.

In the summer of this year, city staff reviewed the B-2 zone in an effort to address concerns regarding the zone's efficacy in encouraging higher-density housing.

The zone is explicitly designed to encourage "moderate to high density housing in urban neighborhoods along arterials" (14-181), and the city had made prior revisions in an effort to stimulate housing development, but that development had not occurred.

The review resulted in a set of text amendments, adopted in June of 2014, which increased the permitted housing density, clarified the setback requirements, and provided for lively, urban ground floor uses.

Following adoption of these amendments, it became clear to staff that additional changes to the B-2 were needed in order to resolve concerns that arose from the June 2014 modifications.

These changes, proposed here, include a reduction in the minimum street frontage requirement, the introduction of a setback requirement when abutting a residential zone, and the elimination of drive-throughs as a permitted or conditional use in the B-2b zone.

In the fall of this year, city staff conducted a similar review on the existing B-1 zone, after realizing that it, in much the same vein, contained street frontage, setback and other restrictions which effectively precluded it from successfully encouraging the traditional small-scale commercial and mixed-use form so prized in the city's existing neighborhood retail nodes. As with the B-2, the existing B-1 had failed to encourage the type of development the zone exists to promote; there has been very little new retail or mixed-use development in the B-1 zone. The analysis resulted in several proposed text amendments, including a reduction in the minimum street frontage requirement, a reduction in the rear and side setbacks when abutting a residential zone, the introduction of setbacks when abutting a residential zone, and the addition of restaurants of less than 2,000 SF, combined living/working spaces, and professional, business, and general offices as permitted uses.

On October 14, 2014, the Planning Board voted 5-0 (Soley and Dundon absent) that the proposed text amendments to Division 9. B-1 and B-1b Neighborhood Business Zones and Division 10. B-2 and B-2b Community Business Zones are consistent with the Comprehensive Plan and recommended adoption of the proposed amendment to the City Council.

This item must be read on two separate days. This is its first reading.

**Order 91-14/15
(Tab 23)**

**Amendment to Portland City Code Sec. 28-15 Traffic Schedule Re:
Reducing Peninsula Parking Restrictions - Sponsored by the Transportation,
Sustainability and Energy Committee – Councilor David A. Marshall, Chair.**

Staff has been working on proposed changes to the Traffic Schedule for several months. Action is now needed by the City Council to endorse the amended parking changes for the Peninsula. If approved, this program will not be implemented until May 1, 2015.

Based on District 1 and 2 constituent input received over the recent years, the Department of Public Services and Parking Enforcement was asked to consider reducing daytime and nighttime parking restrictions by 50 percent. Following extensive review with involved Departments, staff developed a proposal that strikes a balance of service delivery needs and capabilities and resident convenience. Under the proposed changes, residents will move their vehicles two times per month per side of street as opposed to the current four times per month per side of street. The proposal recognizes that basic municipal street services must be provided and City staff will line up those services with the reduced parking restrictions.

Program Benefits are as follows:

- The proposal achieves the desired result of reducing, by 50%, the number of times vehicles must move per side of street during the month.
- Current service area boundaries will remain the same. Vehicles will now be moved on either Tuesday or Wednesday nights depending on the service area. This will enable the Department of Public Services to provide service on one side of every street in every week.
- Days on which restrictions occur precede the day that Solid Waste and Recycling collection takes place. This feature is especially beneficial in the winter months as it allows the Department of Public Services the opportunity to widen snow narrowed streets by plowing, re-plowing and removing snow prior to rubbish collection.
- Daytime restrictions will be between 10 AM and 2:00 PM. This time frame is consistent with the current Parkside restriction and provides Parking Control Officers with the opportunity to complete school crossing guard tasks before assisting with parking oriented service delivery support.
- New signage will reflect a “time of restriction” change that will run from 12:01 AM to 7:00 AM. This change should be easier to understand than the current 11:30 PM to 7:00 AM restriction.

Amended parking restrictions on both the East End and West End of the Peninsula will result in residents needing to move their vehicles 50% less. This will result in more predictable services such as street sweeping during the spring, summer and fall season.

The result is improvement to quality of living within most of the Peninsula neighborhood. City wide parking bans and temporary parking bans, by street, will still be used depending on emergency conditions related to weather, special events or unforeseen incidents.

The Department of Public Services budgeted \$50,000 for new replacement parking restriction signage and \$35,000 in overtime costs for program implementation and to ensure minimum staffing is provided for at all times.

The Transportation, Sustainability, and Energy Committee met on September 17th and voted unanimously to forward this item to the City Council with a recommendation for passage.

This item must be read on two separate days. This is its first reading.

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
NOVEMBER 3, 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:

ANNUAL MEETING:

(Tab 1) Annual Meeting of the Corporator of Portland Development Corporation – Sponsored by Mayor Michael F. Brennan.

The City Council is the Corporator of the Portland Development Corporation (PDC).

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

At the October 16, 2014 Annual Meeting of the Portland Development Corporation Board of Directors, the Board voted unanimously to set the date for the Annual Meeting of the Corporator as November 3, 2014.

This year's Annual Meeting Agenda includes:

1. Accepting PDC FYE 2014 Activity and Financial Reports
2. Order removing \$250,000 cap to the PDC Portland Economic Development Plan Implementation Program ("PEDPIP) and authorizing the PDC Board of Directors to utilize the PDC's Unrestricted Fund to Fund PEDPIP Grants; and

3. Transaction of other business as may be deemed necessary.

**Order 75-15
(Tab 2)**

Order Removing the \$250,000 CAP to the Portland Development Corporation's ("PDC") Portland Economic Development Plan Implementation Program (PEDPIP) and Authorizing the PDC's Board of Directors to Utilize the Corporation's Unrestricted Fund to Fund PEDPIP Grants – Sponsored by Sheila Hill-Christian, Acting City Manager.

This order removes the \$250,000 cap for the Portland Economic Development Plan Implementation Program (PEDPIP) Grant Program, which it had previously established by Order 46-11/12 and authorizes the PDC Board to utilize the PDC's Unrestricted Fund, which was established by Order 45-11/12 to fund grants awarded by the PDC under the PEDPIP Grant Program.

This program was originally capitalized in October 2011 with \$250,000 from PDC administered funds. In the City Council Order that established PEDPIP, it placed a cap of \$250,000 to fund it, essentially preventing the PDC from utilizing any more of the funds it administers for PEDPIP once approved grants reach \$250,000. Given that the cap will shortly be reached, staff and the PDC recommends to the City Council that it remove the PEDPIP cap so that future projects can be funded, and to utilize the PDC's Unrestricted Fund to fund future grant requests.

Please refer to the October 21, 2014 Memo to the Council for background information and past investment.

The Portland Development Corporation met on October 16th and voted unanimously to forward this item to the City Council for approval.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 3) October 20, 2014

PROCLAMATIONS:

**Proc 8-14/15 Proclamation Honoring Officer Kevin Murphy as Police Officer of the
(Tab 4) Month for September 2014 – Sponsored by Mayor Michael F. Brennan.**

**Proc 9-14/15 Proclamation Honoring Volunteers Who Support Yardscaping
(Tab 5) Gardens at Back Cove – Sponsored by Mayor Michael F. Brennan.**

**Proc 10-14/15 Proclamation Honoring Anne Bilodeau, Finance Department, as
(Tab 6) Employee of the Month for October, 2014 –Sponsored by Mayor
Michael F. Brennan.**

APPOINTMENTS:

**Order 76-14/15
(Tab 7)**

**Order Appointing Constables for 2014 and 2015 – Sponsored by
by Sheila Hill-Christian, Acting City Manager.**

This order appoints Marion T. Oliver, Taxi Administrator, and Franklin L. Noiles, Taxi Inspector/Enforcement Office as Constables effective from January 1, 2015 through midnight December 31, 2015.

This order also appoints the following security staff of the Portland Public Library as Constables: Joaquim Almeida, Miroslav M. Petrovic, and Paul Tetzlaff upon the effective date of this order and expiring December 31, 2015.

The Portland Public Library administration has expressed concerns regarding increasing traffic for individuals who are no longer welcome in the library. In the instance an unwelcomed guest enters the library, the security guards must call a third party (the Portland Police Department) to issue a criminal trespass order to the individual.

The Library's administration and Police Department believe appointing the Library's guards as constables and allowing them to issue criminal trespass orders will create efficiencies in providing these public services.

Five affirmative votes are required for passage after comment.

CONSENT ITEMS:

**Order 77-14/15
(Tab 8)**

**Order Declaring Portland's Downtown District's "Light Up Your
Holidays" Festival – Sponsored by Sheila Hill-Christian, Acting City
Manager.**

This order declares Portland's Downtown District's, "Light Up Your Holidays" Festival, to be held Fridays, November 28, December 5, 12, 19, 2014; Saturdays, November 29, December 6, 13, 20, 2014; and Sundays (November 30, December , 14, 21, 2014, and Thursday, December 11, 2014. Friday, November 28, is the "Tree Lighting Ceremony". Thursday, December 11, is "Merry Madness".

Traffic plan for METRO Buses during the Tree Lighting Ceremony (Fri., Nov. 28), will be similar to last year: Public Services and the Police Dept. plan to provide a special bus travel lane on Congress Street during the Tree Lighting to allow limited bus access on that closed portion of Congress Street (between Elm Street and Preble Street).

Tree Lighting Ceremony: On Friday, November 28, 2014, from 5:30 to 6:45 pm, the annual tree lighting ceremony will be held in Monument

Square and on Congress Street (with stage, entertainment and vendors). Organizers have asked to place a 20x24' stage on Congress Street (between Preble and Elm Street) facing Monument Square.

This would necessitate the closure of that section of Congress Street to vehicular traffic from 9:00 am to 9:00 pm, Friday, Nov. 28. A special METRO bus travel lane through the closure is planned (street available for buses from 12:30 – 3:00 pm, and then again from 7:30 – 9:00 pm). For security, the tree lighting ceremony will also necessitate closing Federal Street Extension to vehicular traffic (from 4:45 – 7:00 pm) and posted “no parking” 2:00 – 7:00 pm.

Vendors will set up on the sidewalks in Monument Square and on the closed section of Congress Street. The festival area includes Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk area and Monument Way), from Center Street to Temple Street and both sides of Congress Street in that area.

Horse Drawn Wagon Rides: Beginning Friday, November 28, PDD will sponsor horse-drawn wagon rides in the downtown and Old Port area. Rides will begin and end in Monument Square. They will occur Fridays (4:00 - 8:00 pm), Saturdays (2:00-6:00 pm) and Sundays (1:00-5:00 pm) between November 28 and December 21. Rides will also be offered on Thursday, December 11. Rides are free to the public. The festival area for these events includes Monument Square, Federal Street Ext. sidewalks, One City Center sidewalk areas, and Monument Way (and any adjacent sidewalks).

Merry Madness: PDD plans to hold its annual "Merry Madness" on Thursday, December 11. This event is paired with businesses who keep their stores open late for holiday shoppers. Organizers have requested permission to host the event this year at Congress Square. Refreshments (including wine), as well as music would be on hand.

A large free-standing tent will be erected in the sunken plaza area. PDD has requested permission for the Westin Hotel to expand its alcohol service to the square, where wine will be served to adults (21+) in a confined, secured area (the large tent). The Westin Hotel currently holds a Class IA Hotel License.

Festival Grounds for the December 11 Merry Madness event include all of Congress Square, and the adjacent Congress St. and High St. sidewalks. PDD will work with city staff to provide a safe and monitored alcohol service area, and will acquire any necessary licenses for refreshments and outdoor music.

**Order 78-14/15
(Tab 9)**

Order Declaring Portland's Downtown District's "First Friday Art Walk Holiday Edition" Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

This is the second year that Portland's Downtown District is planning a Festival coinciding with December's First Friday Art Walk. PDD, along with Creative Portland, want to again make this a more festive atmosphere for the First Friday evening. City staff will meet with organizers prior to Dec. 5 to discuss details and traffic management, but this closing is identical to the Summer 2014 FFAW closure of Congress Street, so that traffic plan will most likely be implemented: (barricades positioned at many intersections, police officers and parking control officers will be hired and private security will assist with the detour bus lane).

Congress Street (both lanes) from Elm St. to State St., would be closed (5:00 – 8:00 pm), leaving High Street open for cross traffic. This closure will necessitate the closure of side streets leading onto that closed section of Congress Street (except for High Street). PDD will work with the City of Portland Police and Public Services, and Metro, to facilitate this closure. To accommodate Metro bus service needs, a "Bus Lane Only" will be set up on Congress Street, between Preble Street and Elm Street, to be staffed by Police, volunteers and private security.

In addition, Federal Street Ext., between Congress and Temple Streets (5:00 – 8:00 pm) would also be closed to traffic. Both Congress Street and Federal Street Ext. would be posted "No Parking".

Congress Square, Monument Square and Longfellow Square will be reserved for PDD for arts programming to tie in with the event.

The Festival Zone is Congress Street itself (State Street to Elm Street), and the adjoining sidewalks, as well as Longfellow Square, Congress Square, and Monument Square/One City Center Sidewalks/Monument Way area.

**Order 79-14/15
(Tab 10)**

Order Declaring Portland Winterfest as a Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

Portland's Downtown District wishes to present "Portland WinterFest" from Thursday, January 22, 2015 through Sunday January 25, 2015. Portland WinterFest will be a collection of paid and public events taking place around the downtown area. These events include:

(To Be Determined) SIGNATURE EVENT (1/22-1/25) – potential Ski/Snowboard competition

Street closure along the eastbound lane of Spring Street from Center Street to Union Street is requested. This area will be designated for a (to be determined) potential ramp or ski jump (a la downtown showdown).

Anticipated build period is two days (Wednesday 1/21 and Thursday 1/22), with event to be held (Friday 1/23).

SILENT DISCO (1/23)

The State Theatre will present a Silent Disco in Congress Square the evening (5-8pm) of Friday, 1/23. Participants will wear headphones provided by the organization that will allow them to hear the DJ music. The event is silent to non-participants as only those wearing headphones can hear the music. This is a paid admission event.

SNOWMAN BUILDING COMPETITION (1/24) (exact times tbd)

Teams compete to build the best snowman in Monument Square. Snowmen are judged and awards distributed.

HOCKEY SHOT (1/25) (exact times tbd)

The Portland Pirates will present Hockey Shot in Monument Square. Participants can shoot on the Pirates goalie, who will be defending an inflatable goal. This is a free event.

**Order 80-14/15
(Tab 11)**

Order Approving Transfer of Funds Under 15 M.R.S.A. Secs 5824(3) and 5826(6) Re: Ian Nono– Sponsored by Sheila Hill-Christian, Acting City Manager.

This order authorizes the City Council to approve the transfer of \$3,614.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Ian Nono.

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 81-14/15
(Tab 12)**

Order Approving Transfer of Funds Under 15 M.R.S.A. Secs 5824(3) and 5826(6) Re: Nicholas Dipietro – Sponsored by Sheila Hill-Christian, Acting City Manager.

This order authorizes the City Council to approve the transfer of \$7,476.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Nicholas Dipietro. 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 82-14/15
(Tab 13)**

Order Approving Transfer of Funds Under 15 M.R.S.A. Secs 5824(3) and 5826(6) Re: Abdi Ali– Sponsored by Sheila Hill-Christian, Acting City Manager.

This order authorizes the City Council to approve the transfer of \$5,252.52 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Abdi Ali. 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.

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

LICENSES:

**Order 83-14/15
(Tab 14)**

Order Granting Municipal Officers' Approval of Joseph A. Richards d/b/a Studio 55 Mixology Show Lounge. Application for a Class A Lounge License with Entertainment with Dance at 55 Market Street – Sponsored by Katherine L. Jones, City Clerk.

Application filed 10/6/14. New City and State applications. Former location of The Big Easy.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

**Com 4-14/15
(Tab 15)**

Communication RE: Status of 2014-2015 Work Plan Associated with the Portland Economic Development Plan – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

In the fall of 2011, the Portland City Council and all partners (Portland Community Chamber, Creative Portland, Portland Convention and Visitors Bureau, Portland's Downtown District, Portland Development Corporation, and others) endorsed the Portland Economic Development Plan and associated Work Plan. Mayor Brennan then formed a stakeholder group to oversee implementation of the Work Plan. In late 2013, since many components of the original Work Plan were completed, the stakeholder group worked to update the Work Plan for 2014-2015. That final updated 2014-2015 Work Plan was presented to the HCDC and City Council on February 24, 2014.

Mayor Brennan requested that the City Council be apprised of the status of the tasks in the 2014-2015 Work Plan. Included in the agenda backup are the City, Creative Portland, and Growing Portland updates.

The Chamber update includes a partnership with the City and USM Maine Center for Business and Economic Research to conduct industry sector specific research to identify industry growth sectors and support increased exporting through the Portland Marine Terminal and Eimskip.

Also noted is the recently issued 2014-2015 Portland Economic Scorecard.

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

RESOLUTIONS:

UNFINISHED BUSINESS:

ORDERS:

**Order 84-14/15
(Tab 16)** **Order Terminating the Bay House Tax Increment Financing District
- Sponsored by the Housing and Community Development Committee,
Councilor Kevin J. Donoghue, Chair.**

The Bay House development by the Village at Oceangate LLC (“Developer”) received City Council approval for a Tax Increment Financing (TIF) District, including a Credit Enhancement Agreement (CEA) included in the agenda backup, on August 6, 2012, for public infrastructure assistance associated with the development of 94 market rate apartments in two buildings, a parking garage, and approximately 5,700 square feet of commercial retail space. The TIF District comprised the area for Building I including 52 market residential apartment units and portions of Middle, Newbury, and Hancock Streets. It is noted that Building 2, including 42 market rate residential condominium units, was not included in the TIF District because residential condominium units are not an allowable TIF District use.

The terms for the CEA were for upwards of ten years, including returning 75% of the real estate taxes for years one to five, and 65% for years six to ten – up to a maximum value of \$647,971 associated with actual public infrastructure related Project expense.

Also, the Bay House TIF District CEA contemplated the conversion of 52 residential units located in Building 1 in the TIF District to condominium units, at which time the TIF CEA payments would be reduced to zero. During 2014, sales of condominium units occurred thereby reducing TIF CEA payments to zero. It is noted that there will be only one TIF District CEA payment related to this TIF District in the amount of \$22,670 before being terminated. See attached fully executed Consent Agreement with Developer acknowledging TIF District termination. Formal City Council action is needed to terminate this TIF District.

Policy discussions with the HCDC directed City staff to establish a proposed Portland Downtown and Transit Oriented Municipal Development and Tax Increment Financing District to include the property related to this TIF District termination proposal. Termination of the Bay House TIF District needs to occur prior to the Bay House property being included in the proposed Downtown and Transit Oriented TIF District.

The Housing and Community Development Committee met on October 8 and voted unanimously (3-0, Coyne 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 85-14/14
(Tab 17)**

Order Terminating the Fore India Middle, LLC Tax Increment Financing District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

Fore India Middle, LLC (“Developer”) received City Council approval for a Tax Increment Financing (TIF) District on September 5, 2012, for assistance related to Phase II redevelopment of the former Jordan Meats site adjacent to the Downtown Hampton Inn.

The above TIF District was established to fund two primary activities which include:

1. Reimbursing the Project Developer, up to a maximum cap of \$650,000, to pay for a portion of the actual cost of undergrounding overhead electric power lines and telecommunication services located along Middle Street between Franklin and India Streets, along with related sidewalk public infrastructure investment; and,
2. Fund City India Street neighborhood planning work - which has now been funded through other sources.

For background information, Phase I of the former Jordan Meats sites was constructed without City TIF district financial assistance. Phase I included a 94,000 sq. ft. mixed use project consisting of the 122-room Hampton Inn, the Sebago Brewing Company restaurant, and 12 residential condominium units. This first phase used .66 acres of the 1.75 acre site, leaving 1.09 acres remaining to be developed.

The approved TIF District includes 1.09 acres (remainder of the former Jordan Meats site). The proposed \$25 million Project was planned to include a five-story, 180,000 sf. mixed-use project consisting of 12,600 sf. of retail space on Middle Street, 9,900 sf. of retail space on Fore Street, three levels of office space comprising 66,000 sf. on Middle Street, and 18 residential condominium units along Fore Street and India Street.

In addition, there was to be two "internal" parking garages located behind the retail spaces (not visible from the street), one garage at the Fore Street level, and another garage one story above at the Middle Street level.

City staff recommends termination of this TIF District for the following reasons:

- The proposed \$25 million mixed use Project, adjacent to Hampton Inn, was not built and associated undergrounding of electric power lines and telecommunication services was not constructed.
- TIF District was established for a four year time frame which expires in City fiscal year 2017.
- Fore India Middle, LLC Developer sold the entire former Jordan Meats site to Chatham Portland DT LLC.
- TIF District Credit Enhancement Agreement (CEA) was not signed by the Fore India Middle Street, LLC Developer and the City of Portland, and the CEA has not been assigned to the current property owners.
- A Downtown and Transit TIF is proposed to include the central core of the Portland Peninsula including the area in the existing Fore India Middle TIF District. City Council approval to terminate this TIF District must occur prior to City Council action on the proposed Downtown and Transit Oriented Development TIF District

Chatham Portland DT LLC, the current property owners, has been notified that City staff is advancing this recommendation for the TIF District's termination to the City Council.

The Housing and Community Development Committee met on October 22 and voted unanimously (4-0) to forward this time to the City Council with a recommendation for passage.

Five affirmative votes are required for passage after public comment.

**Order 86-14/15
(Tab 18)**

Order Amending and Expanding the Bayside Economic Redevelopment Program and Bayside Redevelopment Tax Increment Financing District – Sponsored by the Housing and Community Development Committee, Councilor Kevin J. Donoghue, Chair.

This matter is being presented to the City Council for authorization to amend the existing approved Bayside Tax Increment Financing (TIF) District to expand the geographic area of the TIF District to align with *Bayside Vision Plan* boundaries. Also, the expansion of the TIF District will enable TIF District revenue to be invested in public infrastructure improvements in a larger area within the District.

Background Information

The existing Bayside TIF District, originally approved by the City Council on March 31, 2003, included 11 acres. This TIF District was expanded on July 6, 2005 to include a total of 62.18 acres.

To date, TIF District revenues have been used to invest in the following:

- Credit Enhancement Agreement for the Intermed Building
- Credit Enhancement Agreement for the Bayside Student Housing Project
- Infrastructure for Whole Foods
- HUD 108 Loan Repayment

As part of discussions to establish a new Downtown/Transit Oriented Development District, staff was directed to present amendments to expand the geographic boundaries for the existing approved Bayside TIF District geography at the same 100% TIF capture rate.

Proposed Bayside TIF District Amendments.

The primary reason to amend the existing approved Bayside TIF District is to expand the TIF District geography by adding 67 acres to align the entire Bayside TIF District boundaries with the boundaries of the *Bayside Vision Plans*. The secondary reason is to enable TIF District revenue to be invested in public infrastructure improvements in a larger area within the District.

The amendment to include this additional acreage impacts the Bayside TIF District calculations through-out the TIF District documents.

The Amended and Restated Bayside TIF District Program documents are included in the agenda backup.

It is noted that under State TIF law, there are acreage and value limitations related to establishing TIF Districts City-wide. Those TIF Limitations include:

Acreage: 5% of Total Acreage; Portland's Total Acreage is 12,386; 5% is 619.30 acres.

Value: 5% of Total Aggregate Value; Portland's FY14 Total Aggregate Value is \$7,551,450,000; 5% is \$377,572,500.

The proposed Bayside TIF District expansion will result in all approved TIF Districts calculations as follows (with TOD TIFs and Downtown TIFs exempted from calculations):

Acreage: 253.50 acres TIF'd, which is 2% of total; leaving 365.8 acres that can be TIF'd.

Value: \$370,021,490 TIF'd, which is 4.9% of total; leaving \$7,551,010 that can be TIF'd.

While the City is near the "value" limit, it is noted that proposed TIF district terminations (Bay House TIF District, Fore India Middle Street) and proposed TIF District reductions (Riverwalk and Arts) will free up value capacity that will provide enough flexibility going forward.

With the expanded Bayside TIF District, the City will realize additional savings in tax sheltering benefits in an annual estimated amount at approximately \$73,062 yearly; in addition to \$607,245 yearly in tax sheltering savings from the original TIF District, for a combined yearly tax sheltering savings of \$680,307.

The Housing and Community Development Committee met on October 22 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

This item must be read on two separate days. This is its first reading.

**Order 87-14/15
(Tab 19)**

Order Appointing and Setting Salary of Dawn Stiles as Health and Human Services Director – Sponsored by Sheila Hill-Christian Acting City Manager.

This order appoints Dawn Stiles as Health and Human Services Director at a salary of \$105,047 effective December 1, 2014.

This item must be read on two separate days. This is its first reading.

**Order 88-14/15
(Tab 20)**

Order Renaming the Portland Ice Arena the William B. Troubh Ice Arena – Sponsored by Mayor Michael F. Brennan.

The Portland Middle School Hockey Association is requesting that the Portland Ice Arena be renamed in honor of William B. Troubh.

Former City Councilor William B. Troubh, who grew up on Sherman Street, was instrumental in building the Portland Ice Arena, as well as bringing the Portland Sea Dogs to Portland to a refurbished Hadlock Field.

Bill was the first President of the Portland Middle School Hockey Association, an organization which still provides an opportunity for approximately 40 Portland middle school hockey players to develop their hockey skills each year at the Portland Ice Arena. This year will mark the 30th anniversary of the existence of the Portland Ice Arena. The Portland Middle School Hockey Association feels that this benchmark represents an appropriate time to spearhead an effort to raise funds to spearhead an effort to raise funds to rename the Portland Ice Arena in honor of William B. Troubh.

John Menario and Joe Gray, both former City Managers, as well as close friends of Bill Troubh, have agreed to serve as Honorary Chairmen of a committee which the Portland Middle School Hockey Association will put together to promote this effort. The intention is to raise private funds to pay for any changes necessary for signage or other memorialization of Bill Troubh at the arena.

This item must be read on two separate days. This is its first reading.,

AMENDMENTS:

**Order 89-14/15
(Tab 21)**

**Amendment to Zoning Map Re: Bishop Street – Sponsored by
by the Planning Board, Stuart O'Brien, Chair.**

A request for a map change for a parcel at 72 Bishop Street was submitted by Avesta Housing as part of a planned development at that parcel. The Planning Division felt, and the Planning Board agreed, that this would be an opportunity to look at the zoning along Bishop Street generally to see if it is consistent with the City's plans and policies.

The Planning Board recommends a rezoning for the south side of Bishop Street near Morrill's Corner. The Board considered the existing zoning scheme for the area at three separate workshops.

Ultimately, a majority of the Board found that much of the existing Moderate Impact (IM) zone on the south side of Bishop Street merited rezoning to Community Business (B-2c), with a portion at the northern end of Mayfield Street warranting a rezoning to Residential (R-5).

The Board's review highlighted the fact that much of the existing IM zone along the southerly edge of Bishop Street is currently neither developed nor functioning as an industrial area. The size of lots, the fact that the lots are only partially zoned industrial, the existence of the residential neighborhood on Mayfield Street, and the presence of sensitive natural resources in the vicinity effectively limit the potential for industrial development.

Thus, the Board decided to expand the area of the proposed rezoning and ultimately directed staff to advertise the B-2c and the R-5 as the proposed zoning designations. B-2c is proposed for the five properties south of Bishop Street west of Mayfield Street. R-5 is recommended at the north end of Mayfield Street where it intersects with Bishop Street.

On October 14, 2014, the Planning Board voted 4-1 (Dean opposed, Soley and Dundon absent) that the proposed map amendment to change the zoning for the southern side of Bishop Street from Moderate Impact Industrial (IM), Residential R-3, and Residential R-5 to Community Business (B-2c) and Residential R-5, as shown in the map below, is consistent with the Comprehensive Plan. The Board voted 4-1 (Dean opposed, Soley and Dundon absent) to recommend adoption of the proposed amendment to the City Council. Mr. Dean expressed concerns regarding the loss of industrial land to business uses. However, he articulated his support for the R-5 rezoning at the north end of Mayfield Street.

This item must be read on two separate days. This is its first reading.

**Order 90-14/15
(Tab 22)**

**Amendment to Portland City Code Chapter 14. Land Use Chapter 14.
Land Use Re: Changes to Business B-1 and Community Business B-2
Zones – Sponsored by the Planning Board, Stuart O'Brien, Chair.**

The Planning Board recommends text amendments to the Neighborhood Business B-1 zone and the Community Business B-2 zone. These include changes to the existing dimensional standards and permitted uses under both zoning classifications. The amendments are designed to allow the B-1 and B-2 zones better accomplish their own purposes, particularly as they relate to form and walkable, neighborhood-scaled development.

In the summer of this year, city staff reviewed the B-2 zone in an effort to address concerns regarding the zone's efficacy in encouraging higher-density housing.

The zone is explicitly designed to encourage "moderate to high density housing in urban neighborhoods along arterials" (14-181), and the city had made prior revisions in an effort to stimulate housing development, but that development had not occurred.

The review resulted in a set of text amendments, adopted in June of 2014, which increased the permitted housing density, clarified the setback requirements, and provided for lively, urban ground floor uses.

Following adoption of these amendments, it became clear to staff that additional changes to the B-2 were needed in order to resolve concerns that arose from the June 2014 modifications.

These changes, proposed here, include a reduction in the minimum street frontage requirement, the introduction of a setback requirement when abutting a residential zone, and the elimination of drive-throughs as a permitted or conditional use in the B-2b zone.

In the fall of this year, city staff conducted a similar review on the existing B-1 zone, after realizing that it, in much the same vein, contained street frontage, setback and other restrictions which effectively precluded it from successfully encouraging the traditional small-scale commercial and mixed-use form so prized in the city's existing neighborhood retail nodes. As with the B-2, the existing B-1 had failed to encourage the type of development the zone exists to promote; there has been very little new retail or mixed-use development in the B-1 zone. The analysis resulted in several proposed text amendments, including a reduction in the minimum street frontage requirement, a reduction in the rear and side setbacks when abutting a residential zone, the introduction of stepbacks when abutting a residential zone, and the addition of restaurants of less than 2,000 SF, combined living/working spaces, and professional, business, and general offices as permitted uses.

On October 14, 2014, the Planning Board voted 5-0 (Soley and Dundon absent) that the proposed text amendments to Division 9. B-1 and B-1b Neighborhood Business Zones and Division 10. B-2 and B-2b Community Business Zones are consistent with the Comprehensive Plan and recommended adoption of the proposed amendment to the City Council.

This item must be read on two separate days. This is its first reading.

**Order 91-14/15
(Tab 23)**

**Amendment to Portland City Code Sec. 28-15 Traffic Schedule Re:
Reducing Peninsula Parking Restrictions - Sponsored by the Transportation,
Sustainability and Energy Committee – Councilor David A. Marshall, Chair.**

Staff has been working on proposed changes to the Traffic Schedule for several months. Action is now needed by the City Council to endorse the amended parking changes for the Peninsula. If approved, this program will not be implemented until May 1, 2015.

Based on District 1 and 2 constituent input received over the recent years, the Department of Public Services and Parking Enforcement was asked to consider reducing daytime and nighttime parking restrictions by 50 percent. Following extensive review with involved Departments, staff developed a proposal that strikes a balance of service delivery needs and capabilities and resident convenience. Under the proposed changes, residents will move their vehicles two times per month per side of street as opposed to the current four times per month per side of street. The proposal recognizes that basic municipal street services must be provided and City staff will line up those services with the reduced parking restrictions.

Program Benefits are as follows:

- The proposal achieves the desired result of reducing, by 50%, the number of times vehicles must move per side of street during the month.
- Current service area boundaries will remain the same. Vehicles will now be moved on either Tuesday or Wednesday nights depending on the service area. This will enable the Department of Public Services to provide service on one side of every street in every week.
- Days on which restrictions occur precede the day that Solid Waste and Recycling collection takes place. This feature is especially beneficial in the winter months as it allows the Department of Public Services the opportunity to widen snow narrowed streets by plowing, re-plowing and removing snow prior to rubbish collection.
- Daytime restrictions will be between 10 AM and 2:00 PM. This time frame is consistent with the current Parkside restriction and provides Parking Control Officers with the opportunity to complete school crossing guard tasks before assisting with parking oriented service delivery support.
- New signage will reflect a “time of restriction” change that will run from 12:01 AM to 7:00 AM. This change should be easier to understand than the current 11:30 PM to 7:00 AM restriction.

Amended parking restrictions on both the East End and West End of the Peninsula will result in residents needing to move their vehicles 50% less. This will result in more predictable services such as street sweeping during the spring, summer and fall season.

The result is improvement to quality of living within most of the Peninsula neighborhood. City wide parking bans and temporary parking bans, by street, will still be used depending on emergency conditions related to weather, special events or unforeseen incidents.

The Department of Public Services budgeted \$50,000 for new replacement parking restriction signage and \$35,000 in overtime costs for program implementation and to ensure minimum staffing is provided for at all times.

The Transportation, Sustainability, and Energy Committee met on September 17th and voted unanimously to forward this item to the City Council with a recommendation for passage.

This item must be read on two separate days. This is its first reading.

Tab 1



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To: Mayor and Members of the City Council

From: Gregory A. Mitchell, Economic Development Director

cc: Barry Sheff, President/Portland Development Corporation Board of Directors

Date: October 21, 2014

Sponsor: Sheila Hill-Christian, Acting City Manager

Subject: Annual Meeting of Corporator of Portland Development Corporation (PDC)

1. Council meeting at which action is requested: November 3, 2014
2. Can action be taken at a later date? No.

If no, why not? At the October 16, 2014 meeting of the Portland Development Corporation Board of Directors, the Board set the date for the Annual Meeting of the Corporator as November 3, 2014.

I. SUMMARY OF ISSUE

Pursuant to the bylaws of the Portland Development Corporation (PDC), the Portland City Council, as Corporator of the Portland Development Corporation, shall hold its annual meeting in the month of September each year or at a special meeting.

This year's Annual Meeting Agenda includes:

1. Order accepting PDC FYE 2014 Activity and Financial Reports;
2. Order removing \$250,000 cap to the PDC Portland Economic Development Plan Implementation Program ("PEDPIP") and authorizing the PDC Board of Directors to utilize the PDC's Unrestricted Fund to Fund PEDPIP Grants; and,
3. Transaction of other business as may be deemed necessary.

II. REASON FOR SUBMISSION

At the PDC Board of Directors Annual Meeting held on October 16, 2014, the PDC Board set the date of the Annual Meeting of the Corporator as November 3, 2014.

III. INTENDED RESULT

The intended result of the Annual Meeting of the Corporator would be for it to receive the Annual Report of the PDC; remove the \$250,000 PEDPIP; and authorize the PDC Board to utilize its Unrestricted Fund to fund PEDPIP Grants.

VI. 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

See enclosed FYE2014 reports.

VI. STAFF ANALYSIS AND RECOMMENDATION

Staff recommends the Corporator hold its Annual Meeting on November 3, 2014 and accept the PDC's FYE 2014 Annual Report remove the \$250,000 PEDPIP; and authorize the PDC Board to utilize its Unrestricted Fund to fund PEDPIP Grants.

Attachments:

1. PDC Board FYE 2014 Activity Report and Financial Report (Preliminary and Subject to Audit)
2. Memo to City Council with recommendation to remove PEDPIP cap of \$250,000 and authorize PDC Board to utilize its Unrestricted Fund to fund PEDPIP Grants



Portland Development Corporation

Board of Directors

Fiscal Year 2014 Annual Report

The Economic Development Department provides the primary staff support to the Portland Development Corporation (PDC) with legal assistance from Corporation Counsel. The Economic Development Department is responsible for marketing and administration of the PDC's Commercial Loan and Grant Programs and marketing City-owned real estate to attract private sector investment.

The PDC Board of Directors met nine times over the course of the fiscal year, not including its Annual Awards Reception held on December 4, 2013 – detailed further below. It is noted that the PDC achieved a milestone of investing over \$1 Million, in a single fiscal year, in nineteen (19) businesses and economic development projects, which leveraged \$56 Million in private sector funds associated with creating 84 jobs and retaining 13 jobs.

FY13 and FY14 Loan and Grant Activity Totals:

	FY13	FY14
No. of Loans Made	9	7
Total Amt. of Funds Lent	\$718,500	\$814,289
Total Private Investment Leveraged	\$4,543,500	\$48,505,172
Jobs Created	11	65
Jobs Retained	84	13
No. Dev. Action Grants	1	3
Total Amt. of Grants	\$11,500	\$75,000
No. Business Assistance Grants for Job Creation	2	5
Total Amt. of Grants	\$20,000	\$75,000
Jobs to be Created	5	19
No. Portland Econ. Dev. Plan Implementation Grants	1	4
Total Amt. of Grants	\$40,000	\$43,309
PDC Total Investment	\$790,000	\$1,007,598

PDC Fiscal Year 2014 Loan and Grant Detailed Activity

FY14 Loans Closed

FY14 was a year in which the PDC loan portfolio grew with seven loans closed for a total of \$814,289 – a 12% increase from FY13 at \$718,500. The PDC's loans invested in seven Portland businesses, thereby retaining 13 jobs and associated 64 new jobs. In addition, these loans leveraged over \$48 Million in private commercial investment.

During the past five years, FY10 through FY14, the PDC has extended 33 loans for a total of over \$2.4 Million, while leveraging \$56 Million in private investment and creating and retaining over 337 jobs.

FY15 is already appearing to be an active year for the loan portfolio, with three loans closed in the total amount of \$338,333, leveraging over \$2.2 Million in private investment, and creating and retaining 38 jobs.

PDC Loan Portfolio

At the end of FY14, the PDC has 28 loans outstanding. This loan portfolio includes \$1.9 Million in PDC funds which leverages \$24.9 Million in private investment in Portland for a private to public fund leverage of \$13 of private funds to each dollar of public funds. These loans also retained 88 jobs and created 184 jobs.

PDC Lending History

Since its inception, the PDC has made 141 loans to diverse businesses including manufacturing, restaurants, service, eye care, among others. The following table provides an overall view of the activities:

Total Amounts of Funds Lent:	\$8,408,924
Leveraged Amount of Private Financing:	\$103,716,323
Jobs Retained:	1,218
Jobs Created:	717
14 Loans Defaulted*	\$477,534

*Default amount of \$477,534 is 5.6% of total amount of funds lent.

Portland Economic Development Plan Implementation Program (PEDPIP) Grant Fund

The PEDPIP Grant Fund was created during FY12 to provide grant funds to invest in economic development projects and programs that carryout Portland's Economic Development Vision and Plan ("Plan"). Grants must be matched by an equal or greater dollar amount from funding sources other than the PDC.

The PEDPIP grants fund planning studies and other “soft” costs associated with economic development projects and programs that advance the initiatives spelled out in the Plan. PEDPIP does not invest in “hard” costs for public infrastructure or private development projects. Its focus is on expenditures for economic development projects and programs.

The PEDPIP program was capitalized by PDC funds in the amount of \$250,000. The maximum grant amount is \$75,000. With this maximum grant amount, the PDC Board did realize that this program could be expended in a relatively short period of time. Since its inception through FY14, the PDC Board approved grants in the total amount of \$230,894, as follows:

Portland Community Chamber for Growing Portland Initiative
Creative Portland for the following projects:

- Branding Portland
- LiveWork Website Update
- Creative Economy Metrics
- Artspace Survey
- Creative Map and Guide
- Creative Space (inventory, web-based clearing house, resource guides)

Portland Performing Arts Festival
Portland Community Chamber for Scorecard Update
City of Portland for Maine International Trade Center Mission to Iceland and UK
Portland Community Chamber for Startup and Create Week
World Affairs Council for its Celebration Immigration Initiative

Business Assistance Grant Program for Job Creation

During FY12, the Business Assistance Program for Job Creation was created to offer grants to new and expanding Portland businesses for projects that result in the creation of permanent net new jobs. A private match is required in an amount that is at least equal to the grant requested.

This program was originally capitalized with \$100,000 from Community Development Block Grant (CDBG) funds and launched in May 2012. The program was further recapitalized by the CDBG program during FY14 with an additional \$100,000. The maximum grant amount request per recipient is \$20,000. For every \$10,000 of grant funds, one full-time permanent job must be created.

During FY14, five grants were approved in a total amount of \$75,000. Grants approved since its inception through FY14 total \$125,000 to eight recipients, resulting in the creation of 29 full-time jobs within one year of receiving the grant award.

PDC Annual Awards Program

At the 18th Annual Awards Reception on December 4, 2013, the PDC provided awards for Small Business of the Year, Business of the Year, and an Economic Achievement Award – as follows:

- The *Small Business of the Year* award was given to the **Public Market House**

Market Vendors, LLC was created by three original vendors of the now-defunct Portland Public Market. After the Portland Public Market closed its doors in 2006, Market Vendors, LLC, conducted a search of the Portland Peninsula for a suitable location in which to carry on the tradition of providing a public market in downtown Portland. In the summer of 2006, Market Vendors moved into 28 Monument Square, now occupying the basement to the second floor. Monument Square is also site of the weekly in-town farmers market, making the location ideal both in its central location and proximity to the farmers.

The street level houses the three original vendors, K. Horton Specialty Foods, Maine Beer & Beverage Co. and Big Sky Bread Co.; on the second floor are a number of small businesses. The basement level houses the Community Kitchen. The Market House also leases a portion of Monument Square from the City of Portland, where it provides day tables for small business owners to sell their Maine grown, produced, or value-added products.

The mission of the Market House carries on the vision of an in-town public market in Portland by providing a community gathering place that celebrates Maine people, food and agricultural traditions, while joining the ongoing efforts to revitalize Portland's downtown, incubating small businesses and involving the international community.

- The *Business of the Year* award was given to **Putney, Inc.**

Putney was founded by Jean Hoffman in 2006 and now employs approximately 75 people, with expectations to grow to 130 in two years. Ms. Hoffman's vision was to become the leading provider of high quality, bioequivalent and specialty drugs supporting the U.S. veterinary community. Putney is committed to quality pharmaceuticals, investing in programs that support the practice of high-quality veterinary medicine, while offering cost-effective medicines for pet owners.

Putney's generic drugs support veterinarians' use of standard-of-care drugs to treat pets. Generics enable more pet owners to comply with the full, veterinarian-prescribed treatment, especially for chronic and frequently used drugs. Putney was recently named by *Inc. Magazine* as one of the fastest-growing private companies in America in recognition of its 183% revenue gain between 2009 and 2012, being the second time that Putney has been named to the *Inc.* 5000 list. Putney also placed #290 on *Deloitte's 2013 Technology Fast 500*, a ranking of the

500 fastest growing technology, life sciences, telecommunications, and media companies in North America.

Human generic medicines saved the U.S. healthcare system over \$1 trillion in 10 years (2002-2011). This process is only just beginning in veterinary medicine. Putney strives to increase the number of pet generics available and provide savings to veterinarians and pet owners. In fact, most recently, Putney's efforts have resulted in two first-to-market FDA approved veterinary generics in 2013, with 20+ products in various states of development and review.

- The *Economic Development Achievement* award was given to **Charlie Poole, President/Proprietors of Union Wharf, Custom Float Services, Inc.**

Charlie Poole, whose family has owned Union Wharf since the 1800s, and is also owner of Custom Float Services on the Wharf with approximately 15 employees, has been a long-time advocate/supporter/community leader for Portland's waterfront. His determination to remain on the waterfront and lease his property for both marine and non-marine uses is a testament to his longevity at the Wharf. In addition, Custom Float Services, building floats for big marina installations, including Chandler's Wharf, DiMillo's, Town of Rockport, and a system for a "notable Kennebunkport resident" - to small jobs and repairs, is a niche market for Poole and Portland, with annual revenue in excess of \$3 Million.

Charlie Poole has not only been a longstanding waterfront advocate, including active in the waterfront rezoning effort (two years in the making), but also has been an active Portland community member, including a member of the Portland Economic Development Plan Task Force, Portland Business Advisory Council, Portland Harbor Waterfront Alliance, leading efforts for Portland Harbor dredging, and, most recently, a member of the interview team for filling a new City staff Waterfront Coordinator position.

It was a sincere pleasure to recognize Charlie Poole's contribution to Portland for the reasons stated, and to recognize one of Portland's unique waterfront/marine assets.

Summary

The PDC looks forward to continuing to assist with attracting investment in Portland area businesses. With grant programs, its loan portfolio growing, and loan funds available to invest, the PDC would like to thank the City Council for its continued support.

PDC Board of Directors: Mayor Michael Brennan
Jack Lufkin, President
Jennifer Sporzynski, Treasurer
Barry Sheff, Secretary

Jill Hunter
Neil Kiely
Jess Knox
Dennis Martin
Mark Rees, City Manager
Jere Shaw
Drew Swenson

PDC Staff:

Greg Mitchell, Economic Development Director
Nelle Hanig, Business Programs Manager
Lori Paulette, Senior Executive Assistant
Lawrence Walden, Associate Corporation Counsel

**Portland Development Corporation
Operating Fund**

Budget vs Actual
For Year Ended
June 30, 2014
(Preliminary and Subject to Audit)

	FY14				FY13		
	Budget	Actual	%		Budget	Actual	%
Portland Development Corporation	-----	-----	---		-----	-----	---
Revenues:							
Transfers in from Ec. Dev. Fund	28,522	24,899			28,522	22,300	
	-----	-----			-----	-----	
Total Revenues	28,522	24,899			28,522	22,300	
Expenditures							
Admin Services	575	237	41%		575	197	34%
Contractual Services	19,897	18,498	93%		21,047	17,007	81%
Postage/Supplies	300	37	12%		300	98	33%
Travel, Training	3,000	2,547	85%		3,000	2,362	79%
Advertising	2,000	1,831	92%		2,200	1,398	64%
Printing & Binding	650	473	73%		650	608	94%
Office Supplies	850	385	45%		650	616	95%
Auto Expense	100	0	0%		100	14	14%
Minor Equipment	1,150	890	77%				
Total Expenditures	28,522	24,899	87%		28,522	22,300	78%

PORTLAND DEVELOPMENT CORPORATION

Balance Sheet

June 30, 2014

(Preliminary and Subject to Audit)

ASSETS

Assets

Cash		2,218,008
Loans receivable	1,746,525	
Allowance for uncollectable loans	(261,976)	1,484,549

Total Assets		\$ 3,700,558
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LIABILITIES

Liabilities

Accounts payable	45,093
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Total Liabilities	\$ 45,093
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Fund Equity

Reserved:

for Loans Rec.	1,484,550
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Reserved:

for Economic Development Fund	270	106,639
for Unrestricted UDAG	271	769,291
for Restricted CIP	272	91,442
for Unrestricted CIP	274	255,079
for FAME	277	289,555
for EPA Revolving Loan Fund	278	502,220
for FAME SSBCI	279	156,690

Total Fund Equity	\$ 3,655,465
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Total Liabilities and Fund Equity	\$ 3,700,558
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Downtown Portland Corporation
Statement of Revenues, Expenditures,
and Changes in Fund Balance
For the Year Ended
June 30, 2014

(Preliminary and Subject to Audit)

Revenues/Financing Sources

Interest payments on loans	74,286
Interest Income	7,789
Application Fees	4,822
Grants	132,954
Misc	
Total Revenues	219,851

Expenditures

Admin. expense - FAME	3,188
Contributions	106,620
Transfers out	117,909
Bad Debt Expense	51,376
Total Expenditures	279,093
Excess (deficiency) of revenues over expenditures	(59,242)
Fund Balance, June 30, 2013	3,714,707
Fund Balance, June 30, 2014	3,655,465

*Order 75 -14/15
Tab 2 11-3-14*

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 REMOVING THE \$250,000 CAP TO THE PORTLAND
DEVELOPMENT CORPORATION'S ("PDC") PORTLAND ECONOMIC
DEVELOPMENT PLAN IMPLEMENTATION PROGRAM ("PEDPIP") AND
AUTHORIZING THE PDC'S BOARD OF DIRECTORS TO UTILIZE THE
CORPORATION'S UNRESTRICTED FUND TO FUND PEDPIP GRANTS**

ORDERED, that the Portland City Council, acting in its capacity as sole Corporator of the PDC, hereby:

1. removes the \$250,000 cap for the PEDPIP Grant Program, which it had previously established by Order 46-11/12; and
2. authorizes the PDC Board to utilize the PDC's Unrestricted Fund, which was established by Order 45-11/12, to fund grants awarded by the PDC under the PEDPIP Grant Program.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

CC: Barry Sheff, President/Portland Development Corporation (PDC) Board of Directors

DATE: October 21, 2014

SUBJECT: **Order Authorizing Removal of Portland Economic Development Plan Implementation Program (PEDPIP) Cap of \$250,000 and authorizing PDC Board of Directors Authority to Utilize its Unrestricted Fund for Future PEDPIP Requests**

1. Council meeting at which action is requested: November 3, 2014
2. Can action be taken at a later date? No.

If no, why not? At the October 16, 2014 meeting of the Portland Development Corporation Board of Directors, the Board set the date for the Annual Meeting of the Corporation as November 3, 2014, at which time this item is also to be taken up as part of the Annual Meeting.

I. Summary of Issue

PEDPIP Cap: This program was originally capitalized in October 2011 with \$250,000 from PDC administered funds. In the City Council order that established PEDPIP, it placed a cap of \$250,000 to fund it, essentially preventing the PDC from utilizing any more of the funds it administers for PEDPIP once approved grants reach \$250,000. Given that the cap will shortly be reached, staff recommended that the PDC recommend to the City Council that it remove the PEDPIP cap so that future projects can be funded.

PDC Authority: The Council passed an order in October, 2011 that authorized the consolidation of funds from all PDC administered loan and grant funds into two funds, a Restricted Fund and an Unrestricted Fund. It listed out all of the loan and grant programs but not PEDPIP. Staff was advised by legal counsel that this needs to be addressed in a new City Council Order authorizing the PDC to utilize its Unrestricted Fund for future PEDPIP grants.

II. Reason for Submission

The purpose of PEDPIP is to provide grants for economic development projects and programs that advance the initiatives spelled out in Portland's Economic Development Vision and Plan. This may include planning studies and other "soft" costs that focus on one-time expenditures for economic

development projects and programs, rather than on-going projects or operating money for public or not-for-profit entities. The Fund does not invest in “hard” costs for public infrastructure or private development projects.

Since its inception in October 2011, the PDC Board has approved grants totaling \$230,894. Fourteen projects have received grants from the Fund since then, leaving \$19,106 remaining for future projects. The following is a list of the grant recipients and their projects that received funding.

- Creative Portland
 - Creative Space: \$30,000
 - 2 Degrees Portland: \$10,000
 - Branding Portland: \$20,000
 - Website Redesign: \$16,500
 - Creative Economy Metrics: \$1,500
 - Map & Guide: \$5,835
 - Artist Survey: \$5,750
- Portland Community Chamber
 - Scorecard Update: \$8,000
 - Startup and Create Week: \$25,000
- Portland Regional Chamber
 - Slide Show on Successful Portland Entrepreneurs: \$10,000
 - Growing Portland Collaborative: \$40,000
- Portland Performing Arts Festival
 - Seed money for first festival: \$40,000
- World Affairs Council
 - Celebrating Immigration: \$15,000
- City of Portland
 - MITC/Iceland-UK Trade Mission: \$3,309

III. INTENDED RESULT

The intended result is for the City Council to remove the \$250,000 PEDPIP cap, and authorize the PDC Board to utilize its Unrestricted Fund to fund PEDPIP Grants.

VI. 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

The PDC Board, in recommending this to the City Council, also noted that the Board would be having an item on a future PDC Board Agenda to discuss goals for the use of its Unrestricted Fund to fund PEDPIP grant requests in a fiscally responsible manner.

VI. STAFF ANALYSIS AND RECOMMENDATION

Staff recommends the Corporator remove the \$250,000 PEDPIP cap and authorize the PDC Board to utilize its Unrestricted Fund to fund PEDPIP Grants.

Attachments:

- Order #46 as Passed by City Council on 10/17/2011
- Order #45 as Passed by City Council on 10/17/2011

Order 46-11/12

Passage 8-0 10/17/11 (Coyne absent)

NICHOLAS M. MAVODONES (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)
DORY RICHARDS WAXMAN (A/L)
JILL C. DUSON (A/L)

**ORDER ESTABLISHING THE PORTLAND ECONOMIC
DEVELOPMENT PLAN IMPLEMENTATION PROGRAM**

ORDERED, that the Portland City Council, acting in its capacity as sole Corporator of the Downtown Portland Corporation, hereby establishes the Portland Economic Development Plan Implementation Program to extend grants of up to \$75,000 each, not to exceed a total of \$250,000, for projects that support the Plan.

Order 45-11/12

Passage 8-0 10/17/11 (Coyne absent)

NICHOLAS M. MAVODONES (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)
DORY RICHARDS WAXMAN (A/L)
JILL C. DUSON (A/L)

**ORDER APPROVING AMENDMENTS TO DOWNTOWN
PORTLAND CORPORATION LOAN PROGRAMS**

ORDERED, that the Portland City Council, acting in its capacity as sole Corporator of the Downtown Portland Corporation, hereby approves the following amendments to the corporation's loan programs:

1. Consolidate loan and grant monies from the Micro Business Loan Fund, Portland Business Loan Fund, Creative Economy Loan Fund, Real Estate Development Loan Fund, Development Action Program and Neighborhood Beautification Program into two funds: a Restricted Fund (CIP funds) and an Unrestricted Fund (UDAG funds); and
2. Amend the loan program guidelines in substantially the form attached hereto.

IN COUNCIL REGULAR MEETING OCTOBER 20, 2014 VOL. 130 PAGE 26

ROLL CALL: Mayor Brennan called the meeting to order at 7:00 P.M. (Councilor Duson, Councilor Coyne absent).

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Marshall and seconded by Councilor Donoghue for approval of the October 6, 2014 minutes. Passage 7-0.

APPROVAL OF AMMENDED SEPTEMBER 3, 2014 MINUTES

Motion was made by Councilor Suslovic and seconded by Councilor Marshall to approve the corrected minutes of September 3, 2014. Passage 7-0.

PROCLAMATIONS:

Proc 8-14/15 Proclamation Honoring Officer Matthew Rider Police Officer of the Month of August, 2014.

APPOINTMENTS:

Order 75-14/15 Order Appointing Members to Various Committees – Sponsored by the Nomination Committee, Councilor Cheryl A. Leeman, Chair.

This order appoints members to the following boards and committees:

Name	Board and Committee	Expiration
Annette Rogers	CDBG	09/30/2017
Nadeen Daniels	CDBG	09/30/2015
Nadeen Daniels	Creative Portland	11/30/2015
Alice Kornhauser	Creative Portland	11/30/2017
Patrick Costin	Creative Portland	11/30/2017
Raymond Swenton	Fish Exchange	10/31/2016
Avis Leavitt	Fish Exchange	10/31/2016
Thomas Valleau	Fish Exchange	10/31/2016
Daniel Haley	Harbor Commission	12/31/2017
Scott Benson	Historic Preservation	11/30/2017
Neil Kiely	Portland Development	09/30/2017
Jere Shaw	Portland Development	09/30/2017
Barry Sheff	Portland Development	09/30/2017
Drew Swenson	Portland Development	09/30/2017
Christopher Devlin	Portland Public Art	06/30/2017

IN COUNCIL REGULAR MEETING OCTOBER 20, 2014 VOL. 130 PAGE 27

Motion was made by Councilor Leeman and seconded by Councilor Suslovic for passage. Passage 7-0.

Order 76-14/15 Order Appointing Directors of the Portland Widows' Wood Society for the 2014-2015 Term – Sponsored by Mayor Michael F. Brennan.

The Portland Widows' Wood Society provides assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors to the Portland Widow Woods Society for the 2014-2015 term:

Henry L. Donovan	15 Clifford Street
Robert Duranleau	69 Pitt Street, South Portland
Michael Francouer	33 Autumn Lane
Cyrus Hagge	45 Turner Street
Cheryl Hallett, Treasurer	22 Pride Farm Road, Falmouth
Everett Ingalls	125 Neal Street
John C. Knox, President	44 Bramblewood Drive
Thomas M. Pierce	52 Foreside Common Drive, Falmouth

Motion was made by Councilor Mavodones and seconded by Councilor Marshall for passage. Passage 7-0.

CONSENT ITEMS:

Order 77-14/15 Order Declaring Thursday, January 22, 2015 through Sunday, January 25, 2015 as "Portland WinterFest" Festival – Sponsored by Sheila Hill-Christian, Acting City Manager.

Motion was made by Councilor Suslovic and seconded by Councilor Mavodones to postpone Order 77 until November 3, 2014. Passage 7-0.

Order 78-14/15 Order Declaring Townsquare Media Portland, LLC Presents: "A Music Festival" as a Festival and Authorizing the Acting City Manager to Approve Contracts and Permits for a Mutually Agreeable Date in August 2015 – Sponsored by Sheila Hill-Christian, Acting City Manager.

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

LICENSES:

Order 79-14/15 Order Granting Municipal Officers' Approval of Isa LLC's d/b/a Isa. Application for a Class I FSE License With Outdoor Dining on Private Property at 79 Portland Street – Sponsored by Katherine L. Jones, City Clerk.

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

Order 80-14/15 Order Granting Municipal Officers' Approval of Tiqa LLC's d/b/a Tiqa. Application for a Class XI FSE License with Entertainment with Dance and Outdoor Dining on Private Property at 327 Commercial Street – Sponsored by Katherine L. Jones, City Clerk.

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

Order 81-14/15 Order Granting Municipal Officers' Approval of Gorgeous Gelato LLC's d/b/a Gorgeous Gelato. Application for a Class II (Spirits) License at 434 Fore Street – Sponsored by Katherine L. Jones, City Clerk.

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

Order 82-14/15 Order Granting Municipal Officers' Approval of JLR Restaurant Group LLC's d/b/a Unwined Lounge. Application for a Class III & IV (Wine & Beer) License with Unamplified Entertainment Without Dance at 569 Congress Street – Sponsored by Katherine L. Jones, City Clerk.

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

COMMUNICATIONS:

Com 3-14/15

Communication Re: Marijuana Ordinance – Sponsored by Mayor Michael F. Brennan.

On November 5, 2013, Portland voters enacted a city ordinance which allows for the possession of up to 2.5 ounces of marijuana by adults age 21 and older. This newly enacted ordinance further specified that the Mayor should provide an update to the City Council on the ordinance and marijuana enforcement in October, 2014. This communication is the update required by the ordinance.

RESOLUTIONS:

UNFINISHED BUSINESS:

Order 43-14/15

Order Receiving and Referring the India Street Sustainable Neighborhood Plan to the Housing & Community Development Committee, the Planning Board, and the Historic Preservation Board - Sponsored by Councilor Kevin J. Donoghue. At the September 3, 2014 City Council meeting this item was postponed to October 20, 2014.

Mayor Brennan left unexpectedly; Nicholas Mavodones, Jr. acted as Mayor Pro Tem.

Motion was made by Councilor Marshall and seconded by Councilor Donoghue for passage. Passage 6-0 (Mayor Brennan gone).

Order 73-14/15

Amendment to Portland City Code Chapter 14. Land Use Re: New R-6A Zone – Sponsored by the Planning Board, Stuart O'Brien, Chair. This item was given first reading on October 6, 2014.

Motion was made by Councilor Leeman and seconded by Councilor Suslovic for passage. Passage 6-0.

**Order 74-14/15
(Tab 15)**

Amendment to Zoning Map Re: Park Danforth (777 Stevens Avenue) and Deering Pavilion (880 Forest Avenue) – Sponsored by the Planning Board, Stuart O'Brien Chair. This item was given first reading on October 6, 2014.

Motion was made by Councilor Leeman and seconded by Councilor Suslovic for passage. Passage 6-0.

Motion was made by Councilor Hinck and seconded by Councilor Donoghue to adjourn. Passage 6-0, 8:55 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

*Proc 8-14/15
Tab 4 11-3-14*

**PROCLAMATION
HONORING
OFFICER KEVIN MURPHY**

WHEREAS, **Officer Murphy** is currently assigned to overnight patrol and was nominated for Officer of the month by his Lieutenant, Robert Ridge; and

WHEREAS, **Officer Murphy** has been with the Department since November 2012. Prior to his work in Portland he worked as an officer for the Bangor Police Department for three years and holds a Bachelor's Degree in Criminology from the University of Southern Maine; and

WHEREAS, **Officer Murphy** has received a unit commendation, has been noted for perfect attendance for 2013 and has been nominated for Officer of the month several times in the short time he has been at the Portland Police Department; and

WHEREAS, **Officer Murphy** is recognized for his outstanding attitude, the completion of his first assignment as Field Training Officer and his ability to get the job done. He is commended by his superiors and his peers for an exceptional job well done; and

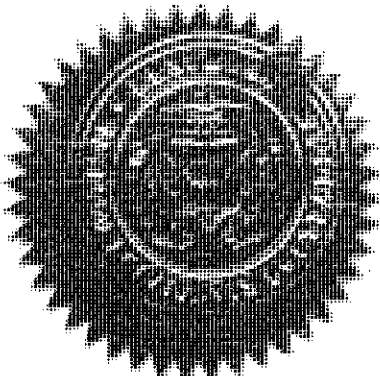
WHEREAS, **Officer Murphy** absolutely sets an example for his peers and we are proud of his service to the City of Portland.

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 **Kevin Murphy as Officer of the Month for October 2014.**

Signed and sealed this 3rd day of November, 2014



**Michael F. Brennan, Mayor
City of Portland, Maine**



*Doc 9-14/15
Tab 5 11-3-14*

PROCLAMATION
HONORING
VOLUNTEERS WHO SUPPORT YARDSCAPING GARDENS AT BACK
COVE

WHEREAS, The YardScaping Gardens at Back Cove serve to demonstrate the use of trees, shrubs, and perennials that help gardeners and landscapers reduce their reliance on fertilizers, pesticides, and irrigation water; and,

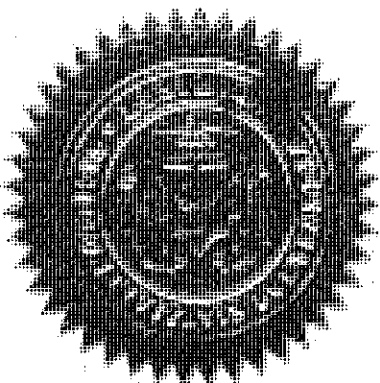
WHEREAS, The YardScaping Gardens at Back Cove were established by the Maine YardScaping Partnership, which includes the City of Portland, and more than 30 businesses, organizations, and agencies from around the state, as an educational resource for the public; and,

WHEREAS, The YardScaping Gardens at Back Cove rely on a dedicated group of volunteers to perform required maintenance including plant care, weeding, mulching, and trimming; and,

WHEREAS, The YardScaping Gardens at Back Cove volunteers include individual citizens, members of numerous organizations, including the University of Maine Cooperative Extension Master Gardener Program, neighborhood associations, local businesses, and IDEXX Laboratories.

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 the Volunteers who support the YardScaping Gardens at Back Cove.

Signed and sealed this 3rd day of November, 2014





Michael F. Brennan, Mayor
City of Portland, Maine

*Dec 10 - 14/15
Tab 6 11-3-14*

PROCLAMATION

**Anne Bilodeau
Employee of the Month**

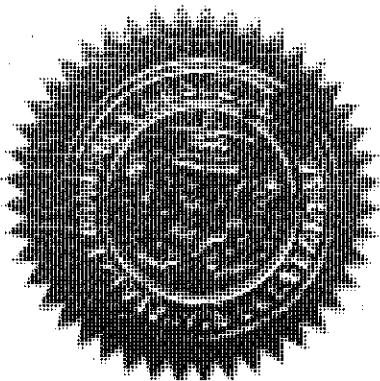
October 2014

* * * * *

- WHEREAS:** **Anne Bilodeau** of the Finance Department, has been named the City of Portland Employee of the Month by a committee of her peers and selected for this distinct honor from a workforce of 1,300; and
- WHEREAS:** This award is presented in recognition of **Anne's** duties as a Financial Specialist serving the Finance Department for over 3 years. From day one, **Anne** has shown her commitment to the City. **Anne** is unfailing in handling the many varied duties and requests (both internal and external) that she deals with on a daily basis. **Anne** is committed to her work and taking care of all the details ensuring that the Accounts Payable department runs smoothly and efficiently. **Anne's** quality of work is excellent. **Anne** maintains a professional and positive attitude in stressful situations; and
- WHEREAS:** Co-workers appreciate **Anne's** willingness to help solve problems and issues that arise, no matter how busy she is, whether it is through delegation or assisting a co-worker herself when the situation requires. These qualities were put to the test when **Anne** was dealing with extra responsibilities with purchasing card administration and assisting in the consolidation of the cellular phone services billing; and
- WHEREAS:** **Anne** was also instrumental in tackling the new Paymentnet software and teaching other PFO's how to use the software, which showed great leadership. **Anne's** dedication, leadership, organizational skills and attention to detail are demonstrated on a daily basis. **Anne's** can-do attitude and dedication to a job well done are invaluable assets to the department. **Anne** truly is an asset to the Finance 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 **Anne Bilodeau** as **City Employee of the Month, October, 2014**.

Signed and Sealed this 3rd day of November, 2014




**Michael F. Brennan, Mayor
City of Portland, Maine**

*Order 76-14/15
Tab 7 11-3-14*

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 APPOINTING CONSTABLES FOR 2014 AND 2015
RE: JETPORT AND PORTLAND PUBLIC LIBRARY

ORDERED, that the individuals listed below are hereby appointed as constables:

PORTLAND INTERNATIONAL JETPORT

Marion T. Oliver
Franklin L. Noiles

PORTLAND PUBLIC LIBRARY

Joaquim Almeida
Miroslav M. Petrovic
Paul Tetzlaff

BE IT FURTHER ORDERED, that the appointments for the Portland International Jetport shall be effective from 12:01 a.m. January 1, 2015, until 12:00 midnight, December 31, 2015; and the appointments for the Portland Public Library will be effective upon the effective date of this Order until 12:00 midnight, December 31, 2015; and

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

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Department Heads/City Manager

DATE: October 22, 2014

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

SUBJECT: Appointment of Public Library Security Staff as Constable

SPONSOR: Police Department

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ next available _____ Final Action _____

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

PRESENTATION:

- I. SUMMARY OF ISSUE** Portland's Public Library administration has expressed concerns regarding increasing traffic of individuals who are no longer welcome in the library. In the instance an unwelcomed guest enters this space, the security guards must call a third party (the Portland Police Department) to issue a criminal trespass order to these individuals.
- II. REASON FOR SUBMISSION** The Library's administration and Police Department believe appointing the Library's security guards as constables and allowing them to issue criminal trespass orders will create efficiencies in providing these public services.
- III. INTENDED RESULT** The intended result of this Council action is affording the Library's security team the ability to maintain an appropriate level of security for their welcomed guests and decreasing the need for additional calls for service by the Portland Police Department where possible. It should be noted the constable appointment is only authorized to issue criminal trespass orders. This authorization does not include civil citations for City ordinance violations.
- IV. COUNCIL GOAL ADDRESSED** Customer Service.
- V. FINANCIAL IMPACT**
- VI. STAFF ANALYSIS**
- VII. RECOMMENDATION** Appoint the following security staff of the Portland Public Library as Constables: Joaquim Almeida, Miroslav M. Petrovic and Paul Tetzlaff effective immediately and expiring December 31, 2014. The December expiration allows for this group to be reappointed along with all other constables for the 2015 calendar year beginning in January 2015.

VIII. LIST ATTACHMENTS

Prepared by.

Signature

Date

10/22/14

*Order 77-14/15
Tab 8 11-3-14*

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)

**DECLARING PORTLAND'S DOWNTOWN DISTRICT'S
"LIGHT UP YOUR HOLIDAYS" FESTIVAL**

ORDERED, that the City hereby declares the following dates as Portland's Downtown District's "Light Up Your Holidays" Festival:

Fridays (November 28 and December 5, 12, 19, 2014) and Saturdays and Sundays (November 29, 30, and December 6, 7, 13, 14, 20, 21, 2014) and Thursday (December 11, 2014)

BE IT FURTHER ORDERED, that the following activities shall be held in the Monument Square, One City Center sidewalk area and Monument Way:

November 28, 2014: Tree Lighting Ceremony in Monument Square and on Congress Street - 5:30 to 6:45 PM (rain, snow or shine); and

Horse-drawn Wagon rides beginning Friday, November 28 from 4:00 PM to 8:00 PM and continued on Fridays (4:00 PM to 8:00), Saturdays (2:00 PM-6:00 PM) and Sundays (1:00 PM-5:00 PM), as well as on Thursday, December 11; and

December 11, 2013: Merry Madness will be held from 5:00 PM to 9:00 PM and based in Congress Square as well as in the Downtown and Old Port areas for special shopping sprees and fun activities including a wine garden; and

BE IT FURTHER ORDERED, that the Organizers will be allowed to place a large tent in the plaza of Congress Square where music will be played and refreshments including alcohol served; and

BE IT FURTHER ORDERED, that Federal Street Extension and Congress Street shall be closed to vehicular traffic from 4:45 PM to 7:00 PM and posted "no parking" from 2:00-7:00 PM on Friday, November 28, 2014, to allow the construction and use of a stage for the Monument Square Tree Lighting; and

BE IT FURTHER ORDERED, that Congress Street (both lanes) from Preble Street to Elm Street shall be closed to vehicular traffic from 9:00 AM to 9:00 PM on Friday, with the addition of an open bus lane, on November 28, 2014; and

BE IT FURTHER ORDERED, that the Acting City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code to Portland's Downtown District for the use of the above-described area for said events and "Tree Lighting Ceremony", subject to the following conditions:

- Portland's Downtown District shall indemnify the City and hold it harmless from and against all claims arising out of activities during said parade and ceremony, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence 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 Light Up Your Holidays events.
- Portland's Downtown District shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the Light Up Your Holiday events.
- Conditions for use of grounds and requirements for food service, vending sales, stages, tents, and other items specified in a permit issued from Public Services Event Office, shall be adhered to.
- Major expenses incurred by City Departments for the Tree Lighting Ceremony and Closure of Congress Street for that event on Friday, Nov. 28: (Permit Fees for use of grounds, staff assistance – including Police, Public Services for barricades and signage, and Fire Dept.), shall be in-kind, however, additional staff costs to maintain bus service within the closed section of Congress Street, shall be paid for by the organizer. City Clerk's License fees and Permit fees at the Inspections Office would also be paid by the organizer, Portland's Downtown District; and
- Merry Madness event associated costs from City Departments will be paid by the organizer, Portland's Downtown District. Some of those costs include: Police services (if needed at Congress Square), Inspection Services for Tent Permit, and City Clerk's License fees; and
- Food Vendors participating in the Light Up Your Holidays Festival shall be licensed by the City Clerk's Office. Under no circumstances may alcoholic beverages be sold on the streets of public property of said area during said events and festival other than what is approved by the City Clerk's Office (wine at the Congress Square Tent Area); and

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



Michael J. Bobinsky
Director of Public Services

TO: Sheila Hill-Christian, Acting City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: October 21, 2014
RE: **Council Agenda Item – Portland's Downtown District - "Light Up Your Holidays" Festival**

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

Order declaring Portland's Downtown District's, **"Light Up Your Holidays"** Festival, to be held Fridays (**November 28, December 5, 12, 19, 2014**), Saturdays (**November 29, December 6, 13, 20, 2014**), and Sundays (**November 30, December 7, 14, 21, 2014**), and Thursday (**December 11, 2014**).
Friday, November 28 is the "Tree Lighting Ceremony;" Thursday, Dec. 11 is "Merry Madness."

The Department of Public Services is working with Portland's Downtown District on several upcoming Holiday Festival events where street closures and use of downtown parks/squares are needed. A Festival Declaration is needed for each event. Included in this request are:

- Light Up Your Holidays Tree Lighting Ceremony, November 28
- Horse Drawn Wagon Rides, various dates (These rides are free to the public)
- Merry Madness, December 11

Traffic plan for METRO Buses during the Tree Lighting Ceremony (Fri., Nov. 28), will be similar to last year: Public Services and the Police Dept. plan to provide a special bus travel lane on Congress Street during the Tree Lighting to allow limited bus access on that closed portion of Congress Street (between Elm Street and Preble Street).

Further details of these events are described below.

Tree Lighting Ceremony: On Friday, November 28, 2014, from 5:30 to 6:45pm, the annual tree lighting ceremony will be held in Monument Square and on Congress Street (with stage, entertainment and vendors). Organizers have asked to place a 20x24' stage on Congress Street (between Preble and Elm Street) facing Monument Square. This would necessitate the closure of that section of Congress Street to vehicular traffic from 9am to 9pm, Friday, Nov. 28. A special METRO bus travel lane through the closure is planned (street available for buses from 12:30 – 3pm, and then again from 7:30 – 9pm). For security, the tree lighting ceremony will also necessitate closing Federal Street Extension to vehicular traffic (from 4:45 – 7pm) and posted "no parking" 2 - 7pm.



Michael J. Bobinsky
Director of Public Services

Vendors will set up on the sidewalks, in Monument Square and on the closed section of Congress Street. The festival area includes Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk area and Monument Way), from Center Street to Temple Street and both sides of Congress Street in that area.

Horse Drawn Wagon Rides: Beginning Friday, November 28, PDD will sponsor horse-drawn wagon rides in the downtown and Old Port area. Rides will begin and end in Monument Square. They will occur Fridays (4-8pm), Saturdays (2-6pm) and Sundays (1-5pm) between November 28 and December 21. Rides will also be offered on Thursday, December 11. Rides are free to the public. The festival area for these events includes Monument Square, Federal Street Ext. sidewalks, One City Center sidewalk areas, and Monument Way (and any adjacent sidewalks).

Merry Madness: PDD plans to hold its annual "Merry Madness" on Thursday, December 11. This event is paired with businesses who keep their stores open late for holiday shoppers. Organizers have requested permission to host the event this year at Congress Square. Refreshments (including wine) as well as music would be on hand. A large free-standing tent would be erected in the sunken plaza area. PDD has requested permission for the Westin Hotel to expand its alcohol service to the square, where wine would be served to adults (21+) in a confined, secured area (the large tent). The Westin Hotel currently holds a Class IA Hotel License. Festival Grounds for the December 11 Merry Madness event include all of Congress Square, and the adjacent Congress St. and High St. sidewalks. PDD will work with city staff to provide a safe and monitored alcohol service area, and will acquire any necessary licenses for refreshments and outdoor music.

Costs incurred by City Departments, (Police, Fire, and Public Services) for the Tree Lighting Ceremony will be in-kind, except for additional Police support needed for the bus travel lane, which will be charged to the organizer, Portland's Downtown District. PDD will also pay license fees for the various events to the City Clerk's office and associated permit costs at the Inspections Office.

The City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to Portland's Downtown District for the use of the above-described area for said events and the "Tree Lighting Ceremony" and "Merry Madness" subject to the following conditions:

- Portland's Downtown District shall indemnify the city and hold it harmless from and against all claims arising out of activities during said events, and shall take out and



Michael J. Bobinsky
Director of Public Services

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 Light Up Your Holidays events (and include Liquor Liability coverage for "Merry Madness"),

- Portland's Downtown District shall have sole authority over participating vendors at the events and may charge a fee to vendors for the opportunity to vend at the Light Up Your Holidays events,
- Conditions for use of grounds and requirements for food service, vending sales, stages, tents, and other items specified in a permit issued from Public Services Event Office, shall be adhered to,
- Major expenses incurred by City Departments for the Tree Lighting Ceremony and Closure of Congress Street for that event on Friday, Nov. 28: (Permit Fees for use of grounds, staff assistance – including Police, Public Services for barricades and signage, and Fire Dept.), shall be in-kind, however, additional staff costs to maintain bus service within the closed section of Congress Street, shall be paid for by the organizer. City Clerk's License fees and Permit fees at the Inspections Office would also be paid by the organizer, Portland's Downtown District,
- Food Vendors participating in the Light Up Your Holidays Festival shall be licensed by the City Clerk's Office. Under no circumstances may alcoholic beverages be sold or permitted on City of Portland right-of-ways or public property during said events, other than what is approved by City Council (i.e. Merry Madness event / Congress Square), and
- Merry Madness event (Thurs. Dec. 11): associated costs from City Departments will be paid by the organizer, Portland's Downtown District. Some of those costs include: Police services (if needed at Congress Square), Inspection Services for Tent Permit, and City Clerk's License fees.

The City Manager is also authorized to waive any fees, and issue such other temporary licenses and temporary permits, including licenses for food service establishments and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said 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	10-14-14	ORGANIZATION NAME	Portland's Downtown District					
ORGANIZATION ADDRESS	549 Congress St.		CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)	Steve Hewins TITLE: Executive Director Will Ethridge Marketing Manager							
HOME #	772-6828		CELL	207-210-2411		FAX	774-4640	
WORK								
EMAIL	Steve@portlandmaine.com			EMAIL	will@portlandmaine.com			

PARK AREA OR PUBLIC SPACE REQUESTED	Congress Square (Merry Madness) Congress Street Federal Street Ext. Monument Square				
EVENT DAY & DATE(S)	Friday, November 28, 2014 (Tree Lighting Ceremony) Friday, Saturdays, and Sunday November 28 - December 21 (Horse & Wagon Rides); Thursday Dec. 11 (Merry Madness)		RAIN DAY & DATE(S)	None, rain or shine	
EVENT START TIME (i.e. set-up start time)	See below	EVENT END TIME (i.e. when event cleanup is complete)	See below	ACTUAL START & END TIME OF EVENT	5:30pm - 6:45 pm (Tree lighting ceremony) 5pm - 6pm (Merry Madness)

EVENT NAME	EXPECTED ATTENDANCE
Light Up Your Holidays Festival (Tree Lighting Ceremony in Monument Square, Horse & Wagon Rides, Merry Madness)	1000-2000

DESCRIPTION OF EVENT: DESCRIPTION OF EVENT:

On **Friday, November 28, 2014**, from 5:30 - 6:45pm, there will be the traditional tree lighting ceremony in Monument Square and on Congress Street (with stage, entertainment and vendors). The ceremony is held rain, shine or snow. ELEC. at black box is needed. Christmas Tree will be in place there beside the box.

For the 7th year in a row, organizers have asked that they be allowed to place a 20x24' stage on Congress Street (between Preble and Elm Street) that would face out to Monument Square. This would necessitate the closing of that section of Congress Street to vehicular traffic from 9am to 9pm, Friday, November 28.

For crowd control, the tree lighting ceremony will also necessitate closing Federal Street Extension to vehicular traffic (from 4:45 - 7pm) and posted "No Parking" 2pm - 7pm. Vendors will be set up on the sidewalks and on Monument Square (they will also be parked on Federal Street Ext.).

This festival area is to include Congress Street (Preble to Elm Street) and all of Monument Square, Federal Street Ext., and the nearby sidewalks (One City Center sidewalk area and Monument Way), from Center Street to Temple Street, and both sides of Congress Street in that area.

Also on the evening of **Friday, November 28**, horse-drawn wagon rides will begin downtown, **4-8pm** (pick up and drop off location: Monument Square). Wagon rides will continue Fridays, Saturdays, and Sundays: **November 29, 30 December 5**

(Art Walk), December 6, 7, 12, 13, 19, 20, 21. The festival area for these events is to include **Monument Square, One City Center sidewalk area and Monument Way**. Festival time for the horse-drawn wagon rides will run from approximately: **Friday, 4-8pm; Saturdays: 2pm – 6pm; Sunday: 1 – 5 pm. These rides are free to the public. One wagon on Fridays + Sundays. Two wagons on Saturdays.**

Police assistance is needed for the closing of Congress Street (during the Tree Lighting Ceremony)

Merry Madness

We are requesting use of Congress Square from 5pm – 6pm for Merry Madness on Thursday, December 11. We will be setting up a tent in the sunken section of the square (setup beginning at 9am). Wine/wineglasses available to purchase inside tent.

IS THERE A REGISTRATION FEE?	No	
IF YES, HOW MUCH?	FEE	\$
	STUDENT FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN?
<i>Area garages and street parking will be sufficient for events.</i>

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: Canopies in large areas (Monument Square, Deering Oaks, Payson Park, Lincoln Park, Preble Street Grass Area), do not need Public Service's review. For smaller parks and squares (such as Congress Square, Tommy's Park, Post Office Park) review and permission is needed from Public Services, Event Office.		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): Exact Location(s) of Tent Placement Requested: Congress Square (Merry Madness) In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.	X OVER STAGE X MERRY MADNESS		
*	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 RADIO STATION VAN		
*	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 – HOT COCOA (TREE LIGHTING) X- WINE (MERRY MADNESS)		
*	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		
*	Are you planning on bringing a Grill for a Barbecue ?		X	

	Only Gas Grills are allowed in the parks (NO CHARCOAL). Grilling is subject to weather conditions and possibly Fire Dept. review.			
*	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 – DELIVER SANTA		
*	Will your event require porta-restroom rental(s) or need existing porta-restrooms 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 EVENT ONLY 1 HOUR	
*	Do you wish to have a banner over the street to advertise your event? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Public Services: 874-8801.		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

All 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 children'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. 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

WTE

DATE

10/14/13

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

WTE

DATE

10/14/14

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. your event is rained out / cancelled, the bulk of the fee is returned (however \$40 is non-refundable) Number of Hours of Use:	\$ N/A PDD event	Vest, Barricade, Cone Deposit: \$10 per/item	\$?
Electricity: \$5per/hr (fee only pertains to 1 st 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

DATE REC'D APPLICATION	10-19-2014	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	\$ N/A	SECURITY DEPOSIT	\$ N/A
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

order 78-14/15
Tab 9 11/3/14

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)

**DECLARING PORTLAND'S DOWNTOWN DISTRICT'S
"FIRST FRIDAY ART WALK HOLIDAY EDITION" FESTIVAL**

ORDERED, that the City hereby declares December 5, 2014 as Portland's Downtown District's "First Friday Art Walk Holiday Edition" Festival; and

BE IT FURTHER ORDERED, that the festival area shall be Congress Street and its adjoining sidewalks and that Longfellow Square, Monument Square and Congress Square will be reserved for arts programming; and

BE IT FURTHER ORDERED, that the following streets will be closed from 5:00 PM to 8:00 PM on Friday, December 5, 2014:

- Congress Street from Elm Street to State Street (with a bus lane between Preble Street and Elm Street);
- Federal Street Extension between Congress Street and Temple Street; and

BE IT FURTHER ORDERED, that the Acting City Manager is authorized to issue a revocable permit under Section 25-27 of the Portland City Code to Portland's Downtown District for the use of the above-described area for said event subject to the following conditions:

- Portland's Downtown District shall indemnify the City and hold it harmless from and against all claims arising out of activities during said parade and ceremony, and shall take out and maintain public liability insurance coverage in the amount of at least \$400,000 per occurrence 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 First Friday Art Walk Holiday Edition events;
- Portland's Downtown District shall have sole authority over participating vendors at the event and may charge a fee to vendors for the opportunity to vend at the First Friday Art Walk Holiday Edition Festival;
- Conditions for use of grounds and requirements for food service, vending sales, stages, tents, and other items specified in a permit issued from Public Services Event Office, shall be adhered to;

- The City Clerk's Office will charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival (artists participating in the First Friday Art Walk will not be required to procure a license, and artists must subscribe to the Street Artist Rules & Guidelines;
- Under no circumstances may alcoholic beverages be sold on the streets of public property of said area during said events and festival; and

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



Michael J. Bobinsky
Director of Public Services

TO: Sheila Hill-Christian, Acting City Manager
FROM: Michael Bobinsky, Director of Public Services
DATE: October 21, 2014
RE: First Friday Art Walk - Holiday Edition – City Council Agenda Item

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

**Order declaring Friday, December 5, 2014, as the
First Friday Art Walk Holiday Edition Festival.**

This is the 2nd year in a row that Portland's Downtown District is planning a Festival coinciding with December's First Friday Art Walk. The 2013 December FFAW was very well attended; (close to summertime attendance figures). PDD, along with Creative Portland, would like to again make this a more festive atmosphere for the First Friday evening. City staff will meet with organizers prior to Dec. 5 to discuss details and traffic management, but this closing is identical to the Summer 2014 FFAW closure of Congress Street, so that traffic plan will most likely be implemented: (barricades positioned at many intersections, 10 Police Officers hired, 3 Parking Control Officers hired, private security assisting with detour bus lane).

Congress Street (both lanes) from Elm St. to State St., would be closed (5 - 8pm), leaving High Street open for cross traffic. This closure will necessitate the closure of side streets leading onto that closed section of Congress Street (except for the aforementioned High Street). PDD will work with the City of Portland, Police and Public Services, and Metro, to facilitate this closure. To accommodate Metro bus service needs, a "Bus Lane Only" will be set up on Congress Street, between Preble Street and Elm Street, to be staffed by Police, volunteers and private security.

In addition, Federal Street Ext., between Congress and Temple Streets (5 - 8pm) would also be closed to traffic. Both Congress Street and Federal Street Ext. would be posted "No Parking."

The following public spaces (Congress Square, Monument Square and Longfellow Square) would be reserved for PDD for arts programming to tie in with the event.

The Festival Zone is Congress Street itself (State Street to Elm Street), and the adjoining sidewalks, as well as Longfellow Square, Congress Square, and Monument Square/One City Center Sidewalks/Monument Way area.

Vehicles in violation of the "no parking" signs in the Festival Zones shall be towed (at owner's expense).



Michael J. Bobinsky
Director of Public Services

City Departments will require payment of services for staff covering the FFAW street closures.

Also, the City Manager is authorized to issue a revocable permit under Section 25-27 of the Municipal Code to Portland's Downtown District for the use of the above-described area for said Festival subject to the following conditions:

- Portland's Downtown District shall indemnify the city and hold it harmless from and against all claims arising out of activities during said events, 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 First Friday Art Walk Holiday Edition and its activities,
- Under no circumstances may alcoholic beverages be sold on the streets of public property of said area during said Festival,
- Conditions for use of grounds and requirements for food service, vending sales, stages, and other items specified in a permit issued from Public Services Event Office, shall be adhered to,
- City Clerk's Office will charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival (artists participating in the FFAW will not be required to procure a license; artists must subscribe to the Street Artist Rules & Guidelines),
- Portland's Downtown District shall have sole authority over participating vendors at the Festival and may charge a fee to vendors for the opportunity to vend at the FFAW Holiday Edition, and

The City Manager is also authorized to waive any fees, and issue such other temporary licenses and temporary permits, including licenses for food service establishments and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said 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
 tvn@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	10/2/14	ORGANIZATION NAME	Portland's Downtown District				
ORGANIZATION ADDRESS	549 Congress St	CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)	Will Ethridge – Marketing and Communications Steve Hewins – Executive Director						
HOME #		WORK	207-772-6827	CELL	207-210-2411	FAX	207-774-4640
EMAIL	will@portlandmaine.com		EMAIL	steve@portlandmaine.com			

PARK AREA OR PUBLIC SPACE REQUESTED	First Friday Art Walk: Congress Street (both lanes) from State Street to Elm.				
EVENT DAY & DATE(S)	12/5/14	FRIDAY	RAIN DAY & DATE(S)	N/A	
EVENT START TIME (i.e. set-up start time)	5pm	EVENT END TIME (i.e. when event cleanup is complete)	8pm	ACTUAL START & END TIME OF EVENT	5 – 8pm

EVENT NAME	EXPECTED ATTENDANCE
First Friday Art Walk: Holiday Edition	2,000-3,000
To make the FFAW a more festival holiday event, Congress Street from Elm St. to State street, 5 to 8pm, will be closed to traffic. High Street stays open. There are to be no vehicles parked on Congress Street, so the street will need to be posted "No Parking." Monument Square, Congress Square and Longfellow Square will be reserved for arts and musical performances. Elec. May be needed at these locations. Organizer may want to serve hot cocoa.	
IS THERE A REGISTRATION FEE?	No

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? *Parking available at downtown garages. We will again work with Metro and the Parking Division to provide and advertise other modes of transportation.*

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: PA equipment	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: Hot Chocolate 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.) ?		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 &	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 (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-restrooms 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 email a copy to Public Services: email to tvm@portlandmaine.gov .			

PUBLIC SERVICES POLICIES

ELECTRICITY

All 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 children'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. There are no public facilities along Congress Street.

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

WTE

DATE

10/2/14

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

WTE

DATE

10/2/14

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:	\$ N/A PDD event	Vest, Barricade, Cone Deposit: \$10 per/item	\$???
Electricity: \$5per/hr (fee only pertains to 1 st 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

DATE REC'D APPLICATION	10-2-2014	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	\$ N/A	SECURITY DEPOSIT	\$ N/A
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT

*Order 79-14/15
Tab 10 113-14*

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 PORTLAND WINTERFEST AS A FESTIVAL

ORDERED, that Thursday, Friday, Saturday and Sunday on January 22 through January 25, 2015 is hereby declared to be the first annual Portland Winterfest, sponsored by Portland's Downtown District; and

BE IT FURTHER ORDERED, that a series of events, both free and with paid admission, will be offered, including a signature event set up on Spring Street between Center Street and Union Street; and

BE IT FURTHER ORDERED, that the following street shall be closed to traffic:

From Wednesday, January 21, 2015 at 8:00 a.m. until Monday, January 25, at 11:59 p.m.:

Eastbound lane of Spring Street from Center Street to Union Street

BE IT FURTHER ORDERED, that the Portland Winterfest festival area shall be closed to licensed street vendors as provided in §19-17 of the City Code; and

BE IT FURTHER ORDERED, that the Acting City Manager is authorized to issue a revocable permit to Portland's Downtown District under §25-27 of the City Code to conduct said Festival, subject to the direction and control of the Acting City Manager and to the following specific conditions:

1. Portland's Downtown District 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 commercial general liability insurance, coverage in the amount of at least **\$1,000,000** per occurrence for personal or bodily injury and \$2,000,000 aggregate. The City of Portland will be listed as an additional insured in regards to the Festival and its activities.
2. No alcoholic beverages may be sold on the streets or public property during the Festival within the area of the Festival;
3. Conditions for use of grounds and requirements for food service, vending sales, stages, and other items specified in a permit issued from the Recreation Office shall be adhered to;

4. Conditions for use of grounds and requirements for food service, vending sales, and other items specified in an operating agreement issued from the Recreation & Facilities Management Department, shall be adhered to;
5. The City Clerk's Office shall charge the usual fees for licensing food vendors, street goods vendors, and other needed licenses for the Festival;
6. Portland's Downtown District shall have sole authority over participating vendors at the festival and may charge a fee to vendors for the opportunity to vend at the Portland Winterfest;
7. City Departments will provide in-kind services at no charge to Portland's Downtown District for Portland Winterfest and some permit fees and license fees may be waived, but for other events where city staff are needed Portland's Downtown District will reimburse City Departments and cover the majority of City expenses, including, but not limited to: Police Department charges, Public Services fees, Parking Control fees, Inspection Services fees, City Clerk's License fees and Recreation and Facilities Management fees; and

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



Anita R. LaChance
Director
Department of Recreation & Facilities Management

Andrew J. Downs
Director
Public Assembly Facilities Division

**CITY OF PORTLAND, MAINE
RECREATION & FACILITIES MANAGEMENT
MEMORANDUM**

TO: Sheila Hill-Christian, Acting City Manager
FROM: Andrew Downs, Director of Public Assembly Facilities
DATE: October 22, 2014
RE: Council Agenda Item "Portland WinterFest" Festival

I am requesting that the following order be placed on the (November 3rd) City Council agenda:

Order declaring Thursday January 22, 2015 through Sunday January 25, 2015 as "Portland WinterFest" Festival.

Portland's Downtown District wishes to present "Portland WinterFest" from Thursday, January 22, 2015 through Sunday January 25, 2015. Portland WinterFest will be a collection of paid and public events taking place around the downtown area. These events include:

(To Be Determined) SIGNATURE EVENT (1/22-1/25) – *potential Ski/Snowboard competition*
We request street closure along the eastbound lane of Spring Street from Center Street to Union Street. This area will be designated for a (to be determined) potential ramp or ski jump (a la downtown showdown). Anticipated build period is two days (Wednesday 1/21 and Thursday 1/22), with event to be held (Friday 1/23).

SILENT DISCO (1/23)

The State Theatre will present a Silent Disco in Congress Square the evening (5-8pm) of Friday, 1/23. Participants will wear headphones provided by the organization that will allow them to hear the DJ music. The event is silent to non-participants as only those wearing headphones can hear the music. This is a paid admission event.

SNOWMAN BUILDING COMPETITION (1/24) (exact times tbd)

Teams compete to build the best snowman in Monument Square. Snowmen are judged and awards distributed.

HOCKEY SHOT (1/25) (exact times tbd)

The Portland Pirates will present Hockey Shot in Monument Square. Participants can shoot on the Pirates goalie, who will be defending an inflatable goal. This is a free event.

All Security Staff for events in public space will be provided by Public Assembly Facilities Division. Some Departments may provide in-kind services and waive permit fees and license fees. Organizer will cover the majority of City expenses.

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 the festival organizers, 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 Zones shall be towed (at owner's expense).



Anita R. LaChance
Director

Department of Recreation & Facilities Management

Andrew J. Downs
Director

Public Assembly Facilities Division

Also, the City Manager is authorized to issue a revocable permit under Section 25-27 and 25-28 of the Municipal Code to festival organizers for the use of the above-described area for said Festival subject to the following conditions:

- Portland's Downtown District 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 "**Portland WinterFest**" and its activities;
- Portland's Downtown District shall be responsible for the majority of any costs incurred by City Departments for the purposes of facilitating the Festival, including, but not limited to: Police Department charges, Public Services fees, Parking Control fees, Inspection Services fees, City Clerk's License fees and Recreation and Facilities Management fees.

The City Manager is also authorized to waive any fees, and issue such other temporary licenses and temporary permits, including licenses for food service establishments and permits for sales of non-food related items, as may be required by the Portland City Code, provided that all applicable requirements of said code have been met regarding the operation of said Festival.



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
 tvn@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		10/1/14		ORGANIZATION NAME		Portland's Downtown District			
ORGANIZATION ADDRESS		549 Congress St		CITY	Portland	STATE	ME	ZIP	04101
CONTACT NAME(S)		Will Ethridge – Marketing and Communications Steve Hewins – Executive Director							
HOME #	WORK 772-6827		CELL	210-2411		FAX	207-774-4640		
EMAIL	will@portlandmaine.com			EMAIL	steve@portlandmaine.com				

PARK AREA OR PUBLIC SPACE REQUESTED		Monument Square (Hockey Shot / Snowman Building Competition 1/24 & 1/25) Congress Square (Silent Disco – 1/23) Spring St (Center to Union) (Ski/Tubing Ramp)			
EVENT DAY & DATE(S)		1/22/15 – 1/25/15		RAIN DAY & DATE(S)	N/A
EVENT START TIME (i.e. set-up start time)	1/21 – tubing setup begins	EVENT END TIME (i.e. when event cleanup is complete)	1/25	ACTUAL START & END TIME OF EVENT	See below

EVENT NAME	EXPECTED ATTENDANCE
Portland WinterFest	10,000 – 20,000 over course of weekend
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). WinterFest is a collection of paid and public events taking place around the downtown from 1/22 to 1/25. Events include: TBD Ramp Event (1/22-1/25) We request street closure along the eastbound lane of Spring street from Center street to Union street. This area will be designated for a TBD tube ramp or ski jump (a la downtown showdown). Anticipated build period is two days (1/21 and 1/22), with event to be held 1/23. SILENT DISCO (1/23) The State Theatre will present a Silent Disco in Congress Square the evening (5-8pm) of Friday, 1/23. Participants will wear headphones provided by the organization that will allow them to hear the DJ music. The event is silent to non-participants as only those wearing headphones can hear the music. This is a paid admission event. SNOWMAN BUILDING COMPETITION (1/24) (exact times tbd) Teams compete to build the best snowman in Monument Square. Snowmen are judged and awards distributed. HOCKEY SHOT (1/25) (exact times tbd) The Portland Pirates will present Hockey Shot in Monument Square. Participants can shoot on the Pirates goalie, who will be defending an inflatable goal. This is a free event.	

IS THERE A REGISTRATION FEE?	Admission required for luge ramp and Silent Disco	
IF YES, HOW MUCH?	FEE	\$ TBD
	STUDENT FEE	\$

WHAT WILL BE THE ANTICIPATED NEED FOR PARKING AND WHAT IS YOUR PARKING PLAN? *With only a limited street closure, parking garages and adjacent street parking should be sufficient for our needs. As always, we will work with Metro and the Parking Department to encourage other modes of transport to the event locations.*

LEASE 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 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): Exact Location(s) of Tent Placement Requested: In order to drive tent stakes into the ground, DIG SAFE must be contacted: 888-344-7233.			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: Tubing/Ski Ramp (Spring St), DJ equipment (Congress Square), Inflatable Hockey Goal (Monument Square)	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: Hot Chocolate 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 DJ CONGRESS SQUARE (FRI 1/22)		
* 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		
* 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 SPRING 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 SPRING ST		
* 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-restrooms 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
* Do you wish to have a banner over the street to advertise your event ? (Banners hung over Congress St. or Baxter Blvd). Banner inquiries directed to Public Services: 874-8801.		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 email a copy to Public Services: email to tvm@portlandmaine.gov .				

PUBLIC SERVICES POLICIES**ELECTRICITY**

All 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 children'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. There are no public facilities downtown.

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

WTE

DATE

10/1/14

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

WTE

DATE

10/1/14

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:	\$???	Vest, Barricade, Cone Deposit: \$10 per/item	\$???
Electricity: \$5per/hr (fee only pertains to 1 st 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	10-2-2014	DATE REC'D INSURANCE	NEED	PERMIT FEE AMT REC'D	\$?	SECURITY DEPOSIT	\$?
PAYMENT TYPE							
VISA	\$	MC	\$	CK #	CK AMOUNT	\$	CASH AMT \$

*Order 80-14/15
Tab 11 11-3-14*

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)
Re: Ian Nono**

ORDERED, that the City Council hereby accepts the amount of \$3,614.00 in forfeited assets in the case of State of Maine vs. Ian Nono 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."

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Department Heads/City Manager

DATE: October 21, 2014

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

SUBJECT: Approval of Transfer

SPONSOR: Police Department

COUNCIL MEETING DATE ACTION IS REQUESTED:

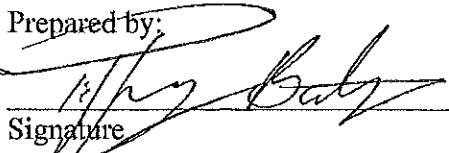
1st reading _____ next available _____ Final Action _____

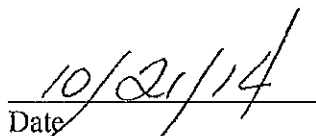
Can action be taken at a later date: ☒ Yes ☐ No (If no, why not?)

PRESENTATION:

- I. SUMMARY OF ISSUE** The State requires Council approval of the transfer of forfeited cash to the Portland Police Department. (See attached approval form)
- II. REASON FOR SUBMISSION** The State Forfeiture Statute, 15 M.R.S.A. § 5824 (3) and § 5826(6), requires that before any forfeitable item may be transferred to a State agency, County or municipality, the legislative body of that entity must publicly vote to accept the item.
- III. INTENDED RESULT** Funds may be transferred to the Portland Police Department for deposit in the drug investigations account.
- IV. COUNCIL GOAL ADDRESSED**
- V. FINANCIAL IMPACT** The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor.
- VI. STAFF ANALYSIS**
- VII. RECOMMENDATION**
- VIII. LIST ATTACHMENTS**

Prepared by:


Signature


Date

STATE OF MAINE
Cumberland, SS

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-14-4461

State of Maine

v.

Ian Nono,
Defendant

}
}
}
}
}
}
}

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

AND
\$3,614.00 US CURRENCY
DEFENDANT IN REM #1

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 #1*, namely \$3,614.00 US Currency, or any portion thereof, namely \$500.00 US Currency, 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 City/Town of Portland Town/City 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)

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

Order 81-14/15
Tab 12 11-3-14

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)
Re: Nicholas Dipietro

ORDERED, that the City Council hereby accepts the amount of \$7,476.00 in forfeited assets in the case of State of Maine vs. Nicholas Dipietro 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

State of Maine

v.

Nicholas Dipietro,
Defendant

AND

\$7,476.00 US CURRENCY

DEFENDANT IN REM #1

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-14-4328

}

}

}

}

}

}

}

}

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 #1*, namely \$7,476.00 US Currency, or any portion thereof, namely \$1,495.20 US Currency, 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 City/Town of Portland Town/City 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)

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)
Re: Abdi Ali**

ORDERED, that the City Council hereby accepts the amount of \$5,252.52 in forfeited assets in the case of State of Maine vs. Abdi Ali 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

State of Maine

v.

Abdi Ali,
Defendants

AND
\$5,252.52 US CURRENCY
DEFENDANTS IN REM

UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-14-3645

}
}
}
} 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 \$5,252.52 US Currency, 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 City/Town of Portland Town/City 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)

*Order 83-14/15
Tab 14 11-3-14*

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 OFFICERS'
APPROVAL OF:

Joseph A. Richards d/b/a Studio 55 Mixology Show Lounge. Application for a Class A Lounge License with Entertainment with Dance at 55 Market St.

STUDIO 55

55 Market St.

Portland, ME 04101

October 3rd, 2014

Mayor and City Council Members

Portland City Hall

389 Congress St.

Portland, ME 04101

To Whom It May Concern:

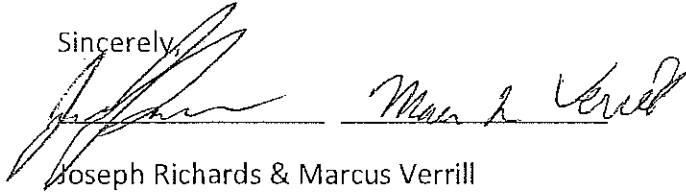
Constantly developing together with time, fashion, and trends; bringing new ideas, improvements and all kinds of extravagances to the night scene; although always maintaining its singularity, its particular style and spirits. With a wall full of containers of unique products from fresh herbs, dried herbs, flowers, exotic fresh fruits and an amazing mixologist on our side why just get a plain old cocktail these days.

Not only will the staff create a wonderful experience, but what will keep Studio 55 customers coming back for more is the showmanship, with live performances taking place anywhere and everywhere within the club. We are bringing something beneficial to the arts and entertainment district Portland has become. Every hour, guests will experience a new live act. From our bartenders and waitstaff reenacting hits like "Grease Lightning," to dance routines from Broadway's biggest shows like "RENT" and "Hairspray" and let's not forget the new stuff like "burlesque" Our bartenders will be creating drinks like "Cocktail," you never really know what you are going to get each week. With the right lighting, costumes, and talent, entertainment like this will never be matched, in turn keeping guests coming back week after week. We are a new fresh way to mingle! Mixology show Lounge is opened 4 nights a week!

Here is a little background about myself as the owner (Joseph Richards) and my Manager (Marcus Verrill). I have had the privilege to learn about the night club business working with Marcus (Then the owner for 8 years) for multiple years for STYXX right here in town. After achieving "Best Nightclub" award by the Portland Phoenix as well as others we had decided to open our own restaurant in Sanford; Fresco Mexican Grill and in 2 years we became

one of the best in town. This past summer season we had decided to open a seasonal restaurant in Ogunquit; Let's Get BACON and had an amazing summer with great reviews to boot. With the summer winding down we've now decided to come back to our hometown Portland and open another nightclub with all the amazing ideas we have collected over the years. We have a huge following from our past businesses and are looking forward to bringing fresh ideas to the entertainment/nightlife community. We look forward to becoming a staple in the Portland nightlife community.

Sincerely,

Handwritten signatures of Joseph Richards and Marcus Verrill. The signature on the left is for Joseph Richards and the signature on the right is for Marcus Verrill. Both signatures are written in black ink and are positioned above a horizontal line.

Joseph Richards & Marcus Verrill

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

Please check one: (Corporation/ LLC/ Non-profit org. ☐) (Sole Proprietor ☒) (Partnership ☐)

Business Name (d/b/a): Studio 55 Mixology Show Lounge Phone: 207-776-8735

Location Address: 55 Market St. Portland ME 04101

If new, what was formerly in this location: The Big Easy

Mailing Address: 28 Bryana Way, New Gloucester ME ZIP 04260

Contact Person: Joseph A Richards Phone: 207-776-8735

Manager of Establishment: Marcus L Vernill Home Phone # 207-347-1556

Owner of Premises (landlord): Michael Mastronardi

Address of Premises Owner: 19 Heron Point Rd. Yarmouth ME ZIP 04178

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):

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? Yes If yes, please explain: DUI May 2010

SOLE PROPRIETOR / PARTNERSHIP INFORMATION: (if corporation, leave blank)

Name of Owner(s): <u>Joseph Richards</u>	DOB <u>01-22-89</u>	Residence Address <u>28 Bryana Way</u>
Name of Owner(s): _____	DOB _____	Residence Address <u>New Gloucester ME</u>
Name of Owner(s): _____	DOB _____	Residence Address _____

CORPORATE / LLC / NON-PROFIT ORGANIZATION APPLICANTS: (if sole proprietor, leave blank)

Corporation Name: _____

Corporation Mailing Address: _____ ZIP: _____

Contact Person: _____ Phone Number: _____

PRINCIPAL OFFICERS: (if more space is needed, please attach a separate page)

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 _____
Name _____	Title _____	DOB _____	Residence Address _____

(Please see reverse side)

Type of Food Served: Tapas

Please check all that will be served: Beer ☒ Wine ☒ Liquor ☒

Percentage of sales – Generated from Food: 20% Generated from Alcohol: 80%

Hours and Days of operation: 8hrs/day

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 Applying for Class X Liquor (N/A)

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? : November 12th 2014

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

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto.

I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature [Signature] Title Owner Date Sept. 29th 2014

Application attachment to other City license

\$485. With Dance
\$270. Without Dance
\$545. After Hours (1AM-3AM).
Total due: _____

03 06 6 10 41 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): Studio 55 Mixology Show Lounge

Location Address: 55 Market St. Portland, ME ZIP 04101 Phone 207-776-8735

Will music be electric or acoustical or both? Both

Will amplification used? Yes ☒ No ☐

If yes, where and at what level? Stage & Stage Floor 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? 20' outside

Please describe in detail the type and nature of the business and proposed entertainment: We want a show lounge where Employees (Bar tenders/waitstaff) Acts, Sings and performs Routines like "Risky Business," "Burlesque," ETC.

If new applicant, what is your targeted opening date? : Nov. 12th 2014

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 [Signature] Title Owner Date 09-29-14

\$8 Tapas Menu

Maple Rosemary Bacon Wrapped Dates - With gorgonzola.

Caprese - With a balsamic reduction.

Spring Mix Salad - With gorgonzola, cranberries, and walnuts with a house dressing.

Brie Plate – With apple, baguette, walnuts.

Bacon Wrapped Scallops - With maple drizzle.

Chorizo Baguette – Apple, walnuts, chorizo on a baguette with a strawberry jam.

Shrimp Cocktail.

Bacon Scallion Waffles.

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.) <u>Joseph A. Richards</u> DOB: <u>01-22-89</u>			2. Business Name (D/B/A) <u>Studio 55 Mixology Show Lounge</u>		
DOB:					
DOB:			Location (Street Address) <u>55 Market St.</u>		
Address <u>28 Bryana Way</u>			City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04101</u>
			Mailing Address <u>28 Bryana Way</u> <u>ME</u> <u>04260</u>		
City/Town <u>New Gloucester</u>	State <u>ME</u>	Zip Code <u>04260</u>	City/Town <u>New Gloucester</u>	State <u>ME</u>	Zip Code <u>04260</u>
Telephone Number <u>207-776-8735</u>		Fax Number	Business Telephone Number		Fax Number
Federal I.D. # <u>Pending 46-5505521</u>			Seller Certificate # <u>Pending</u>		

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: Marcus L. Vernill

8. If business is NEW or under new ownership, indicate starting date: ASAP Nov. 12th

Requested inspection date: _____ Business hours: _____

9. Business records are located at: _____

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
Joseph A. Richards	01-22-89	Portland, ME
Marcus L. Verrill	06-19-76	Lewiston, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Portland, ME, Sanford, ME, & New Gloucester, ME.

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: Joseph Richards

Date of Conviction: May 2014

Offense: DUI

Location: Portland/Westbrook

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:
Michael Mastronardi, Yarmouth ME

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) ATTACHED
Studio 55 mixology Show Lounge

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:

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 on Oct. 3rd 2014

Town/City, State

Date

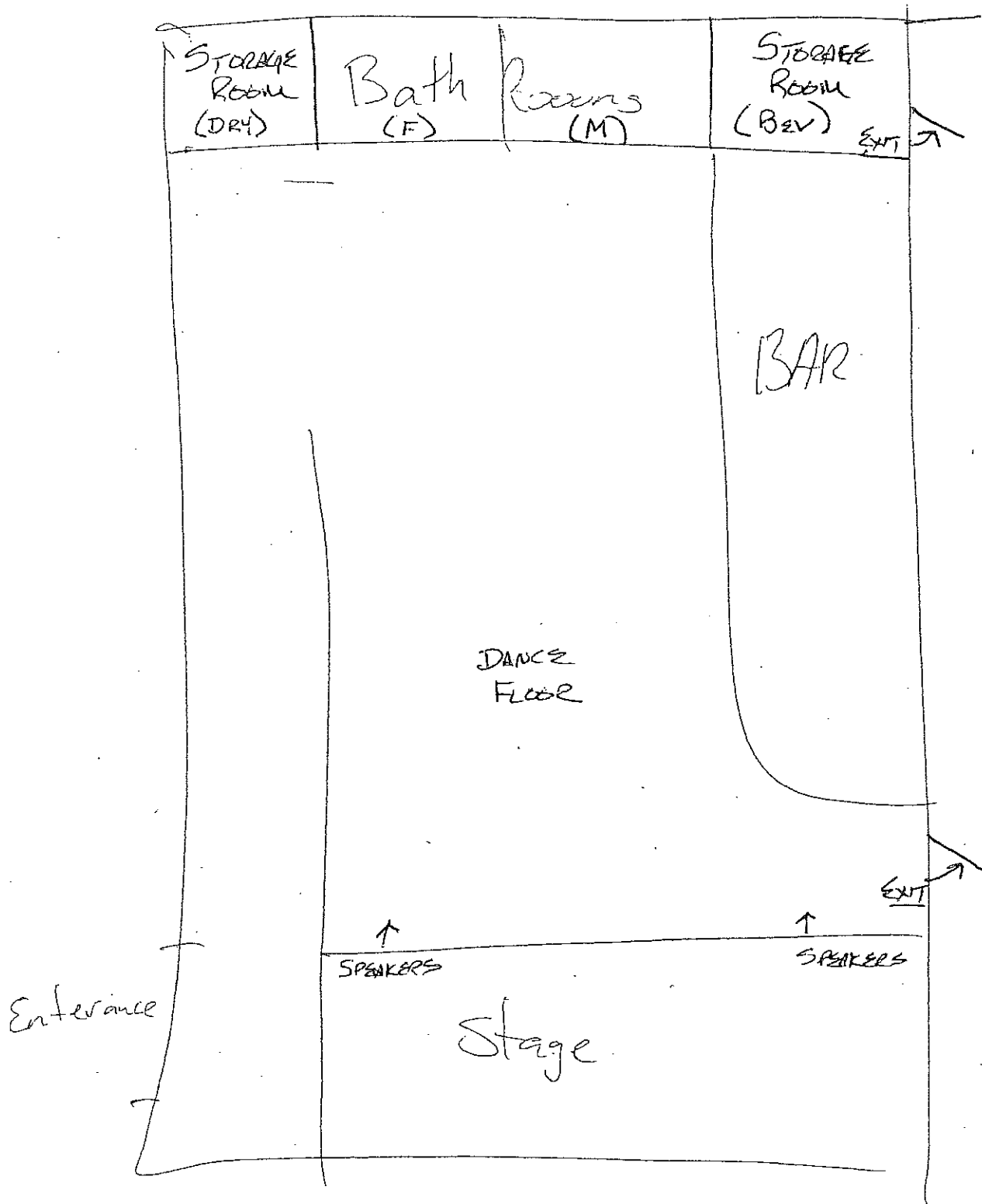
Please sign in blue ink

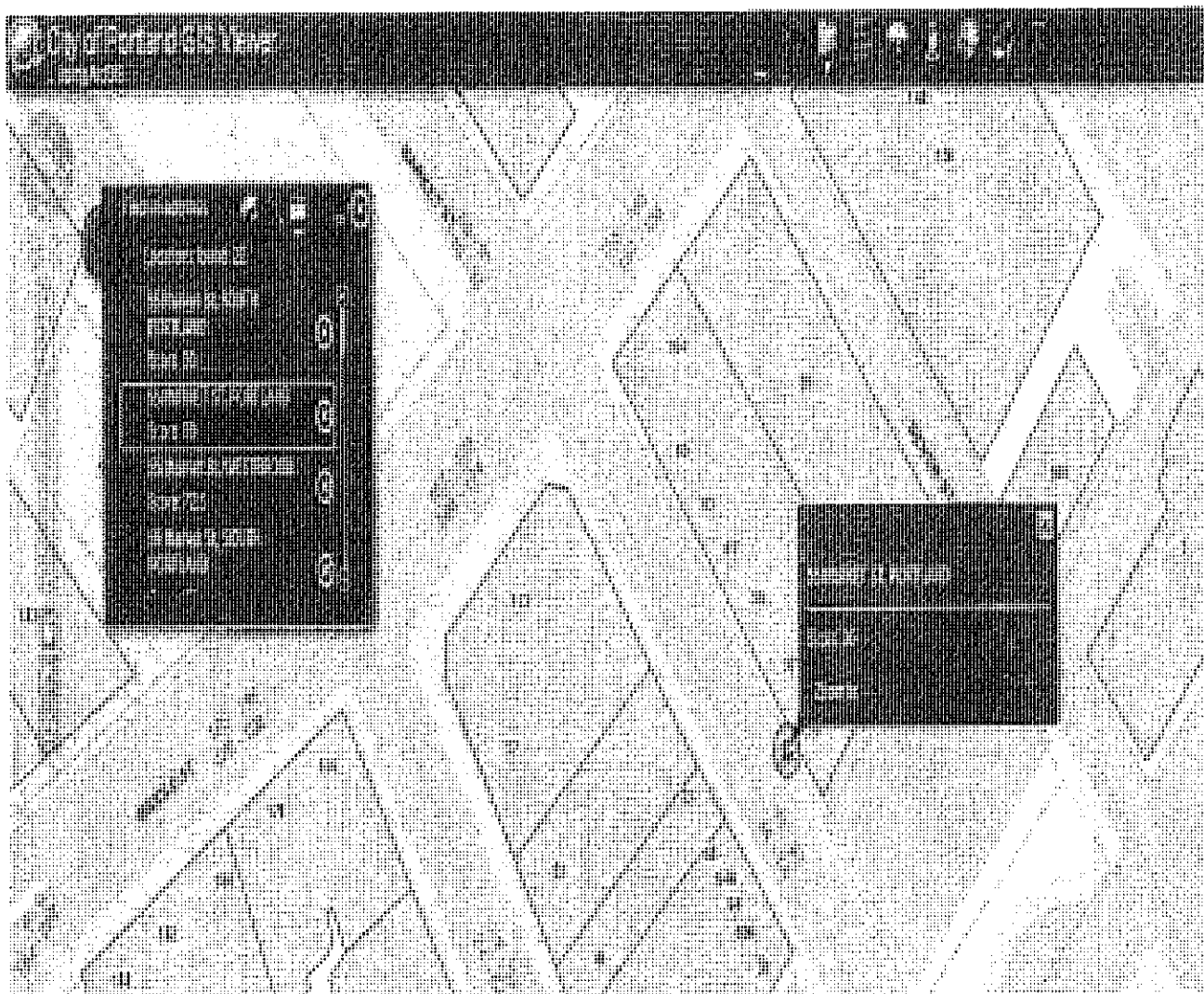
Signature of Applicant or Corporate Officer(s)

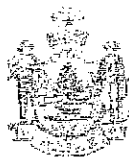
Signature of Applicant or Corporate Officer(s)

Joseph Richards

PREMISE DIAGRAM
(FROM PRIOR LICENSE)
PLUS DETAILS







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 #: MIQ99C293083

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-10-07) :

Inquiries Name(s) MARCUS L VERRILL (1976-06-19)

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 #: MIQ99C293084

Criminal History Record

Introduction

This rap sheet was produced in response to the following request (Produced on 2014-10-07) :

Inquiries Name(s) JOSEPH A RICHARDS (1989-01-22)

The information in this rap sheet is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Assurance that the person sought are one and the same requires verification through fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing or credit, the person making the eligibility determination should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S.A. subsection 620. (CRSA; 2013-10-17)

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2014-10-07 (CRSA)**

1. This record, effective September 1, 2000, contains information relating solely to persons either arrested as a fugitive from justice [15 M.R.S.A. 201.4 or arrested or charged with a State of Maine criminal offense. It does not include Class D or E crimes in Title 12 or Title 29-A, formerly Title 29, unless the crime is alcohol-related or drug-related [25 M.R.S.A. 1541.4-A.A], and certain former crimes no longer classified as criminal. 2. For information

regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. 3. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. 4. For information relating to excluded crimes in Title 29-A, formerly Title 29, contact the Secretary of State, Motor Vehicle Division. 5. A list of former crimes is available from this Bureau. (CRSA; 2013-10-23)

Identification

Subject Name(s)

RICHARDS, JOSEPH ANDREW

Subject Description

FBI Number	State Id Number ME0196964 (ME)	DOC Number Unknown/NA
Social Security Number Unknown/NA	Driver's License Number Unknown/NA	
Miscellaneous Numbers Unknown/NA		
Sex MALE	Race White	Skin Tone Unknown/NA
Height 5'11" (2010-05-29) 5'11"	Weight 160 Pounds (2010-05-29) 150 Pounds	Date of Birth 1989-01-22
Hair Color Blond (2010-05-29) Brown	Eye Color Blue (2010-05-29) Blue	Fingerprint Pattern Unknown/NA
Scars, Marks, and Tattoos Unknown/NA		
Blood Type Unknown/NA	Medical Condition Unknown/NA	
Place of Birth ME	Citizenship XX (2010-05-29)	Ethnicity Unknown/NA
Marital Status	Religion	

Unknown/NA

Unknown/NA

Employment

Unknown/NA

Residence

Residence as of

2011-08-27

Location Type

PHYSICAL

Mailing Address

28 BRYANNA WAY
NEW GLOUCESTER, ME 04260

Telephone

Residence as of

2010-05-29

Location Type

PHYSICAL

Mailing Address

28 BRYANA WY
NEW GLOUCESTER, ME 04260

Telephone

Fingerprint Images

Unknown/NA

Palmpoint Images

Unknown/NA

Photo Images

Unknown/NA

DNA Data

Unknown/NA

Caution Information

Firearms Disqualified

C - Cleared

Criminal History**Cycle 001**

Tracking Number

804665A

Earliest Event Date

2010-05-29

Arrest

(Cycle 001)

Arrest Date

2010-05-29

Arresting Agency

ME0030500

Subject Name(s) RICHARDS, JOSEPH

Arrest Type Adult

Charge

Charge Number 804665A 001

Charge Tracking Number 804665A

Charge Case Number 10-4770

Agency ME0030500

Offense Date 2010-05-29

Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)

Statute 29-A MRSA SUBSECTION 2411(1-A)(A)

State Offense Code 11493 (ME)

Severity Misdemeanor

Prosecutor Disposition (Cycle 001)

Prosecutor Case Number D2_C2010-06-00487

Prosecutor Agency ME003013A

Charge

Charge Number 804665A 001

Charge Tracking Number 804665A

Charge Case Number D2_C2010-06-00487

Agency ME003013A

Offense Date 2010-05-29

Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)

Statute 29-A MRSA SUBSECTION 2411(1-A)(A)

State Offense Code 11493 (ME)

Severity Misdemeanor

Disposition ADDED (Other)

Court Disposition (Cycle 001)

Court Agency ME003075J

Charge

Charge Number 804665A 001

Charge Tracking Number 804665A

Charge Case Number CUMCDCR201003588

Agency ME003075J

Offense Date 2010-05-29

Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)

Statute 29-A MRSA SUBSECTION 2411(1-A)(A)

State Offense Code 11493 (ME)

Severity Misdemeanor

Disposition GUILTY (2010-07-08; ME)

Sentencing (Cycle 001)

Sentencing Agency ME003075J
Court Case Number CUMCDCR201003588
Charge Number 804665A 001
Charge Tracking Number 804665A
Sentence 2010-07-08: FINED \$500.00 (2010-07-08)

Corrections No data supplied

Index of Agencies

Agency DISTRICT ATTORNEY'S OFFICE PORTLAND;
ME003013A

Contact

Agency Telephone 207-8718384

Agency Facsimile

Agency Email Address

Mailing Address 142 FEDERAL ST
PORTLAND, ME 04101

Agency PORTLAND PD; ME0030500

Contact

Agency Telephone 207-8748479

Agency Facsimile

Agency Email Address

Mailing Address 109 MIDDLE ST
PORTLAND, ME 04111

Agency CUMBERLAND CRIMINAL DOCKET COURT; ME003075J

Contact

Agency Telephone 207-8224113

Agency Facsimile

Agency Email Address

Mailing Address 205 NEWBURY STREET
PORTLAND, ME 04112-0287 UNITED STATES OF
AMERICA (USA)

Business Licensing - Re: Studio 55 Mixology Show Lounge - 55 Market St.

From: Gary Hutcheson
To: Business Licensing
Date: 10/20/2014 3:44 PM
Subject: Re: Studio 55 Mixology Show Lounge - 55 Market St.

All set an OUI isn't enough.

Lt. Gary L Hutcheson
Portland Police Department
109 Middle St
Portland, Maine 04101
(207) 756-8295

>>> Business Licensing 10/20/2014 9:05 AM >>>

Hi Gary,

Could I get your feedback on this one? I have to everything to the City Mgr's office by Wednesday.

Thanks,
Janice

>>> Business Licensing 10/8/2014 3:13 PM >>>

Hi,

Here's the background check for Joseph Richards. I'm guessing it's fine, but wanted to send this along for consistency's sake.

Thanks,
Janice

>>> Business Licensing 10/7/2014 4:06 PM >>>

Hello,

For your approval:

Joseph Richards has submitted an application a Class A Lounge license with entertainment with dance for 55 Market St. This is the former location of the Big Easy. They wish to go before Council on 11/3.

The application is attached. Please put feedback into UI.

Thanks,
Janice

Ad ID 5163485

Date 10/20/2014

Time 11:41 AM

PUBLIC NOTICE

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 3rd at 7:00 P.M., in City Council Chambers, 389 Congress St., on the application of Joseph A. Richards d/b/a Studio 55 Mixology Show Lounge. Application for a Class A Lounge license with Entertainment with Dance at 55 Market St. Sponsored by Katherine L. Jones, City Clerk.

#5163485

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

October 22, 2014

Joseph Richards
19 Heron Point Rd.
Yarmouth, ME 04096

Re: Joseph A. Richards d/b/a Studio 55 Mixology Show Lounge at 55 Market St.
Application for a Class A Lounge license with Entertainment with Dance.

Dear Mr. Richards,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday, November 3rd at 7:00 p.m.** for the review of the application for a Class A Lounge license with Entertainment with Dance for Studio 55 Mixology Show Lounge at 55 Market St. 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
207-874-8557
bl@portlandmaine.gov

Com 4-14/15
Feb. 15 11-3-14

Portland, Maine



Yes. Life's good here.

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the Portland City Council
FROM: Greg Mitchell, Economic Development Director
DATE: October 20, 2014
SUBJECT: Communication: 2014-2015 Work Plan Associated with the Portland Economic Development Plan - Status of Items in Work Plan

SPONSOR: Housing and Community Development Committee/Councilor Donoghue, Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

One Reading Item and Final Action: November 3, 2014
Can action be taken at a later date? Yes

PRESENTATION: No Presentation/Communication Item

I. Summary of Issue

In the Fall of 2011, the Portland City Council and all partners (Portland Community Chamber, Creative Portland, Portland Convention and Visitors Bureau, Portland's Downtown District, Portland Development Corporation, and others) endorsed the Portland Economic Development Plan and associated Work Plan (<http://www.portlandmaine.gov/530/Portland-Economic-Development-Plan>). Mayor Brennan then formed a stakeholder group to oversee implementation of the Work Plan. In late 2013, since many components of the original Work Plan were completed, the stakeholder group worked to update the Work Plan for 2014-2015. That final updated 2014-2015 Work Plan was presented to the HCDC and City Council on February 24, 2014.

II. Reasons for Submission

Mayor Brennan requested that the City Council be apprised of the status of the tasks in the 2014-2015 Work Plan. Attached are:

- City Update
- Creative Portland Update
- Growing Portland Update

The Chamber update includes a partnership with the City and USM Maine Center for Business and Economic Research to conduct industry sector specific research to identify industry growth sectors and support increased exporting through the Portland Marine Terminal and Eimskip.

Also noted is the recently issued 2014-2015 Portland Economic Scorecard. That entire document can be accessed at this weblink:

<http://www.portlandregion.com/uploads/2/5/8/0/25808280/prcc.economicsscorecardbooklet.pdf>

This is the 4th year for issuance of the Portland Economic Scorecard. The Scorecard is one way to measure progress related to the Economic Development Plan goals to improve Portland's economic prosperity.

Also attached is the Chuck Lawton column in the 9/14/2014 *Maine Sunday Telegram* entitled "Commentary: On Portland's economic scorecard, the angel's in the details". As the column indicates, more research needs to be done to understand the 2014-2015 Economic Scorecard numbers in order to develop appropriate responses.

Lastly, the City of Portland continues to participate in the Greater Portland Economic Development Corporation (GPEDC) six-community regional partnership.

III. Intended Result

The intended result is for the City Council to receive periodic updates on the Work Plan associated with the Portland Economic Development Vision and Plan.

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

There is no financial impact in receiving this Communication.

VI. Staff Analysis

As progress continues with the Work Plan, staff will continue to provide you periodic updates in the future.

VII. Recommendation

Recommendation is to accept this Communication.

VIII. List Attachments

1. Updates from Partners:
 - City Update
 - Creative Portland Update
 - Growing Portland Update
2. Chuck Lawton column in the 9/14/2014 *Maine Sunday Telegram* entitled "Commentary: On Portland's economic scorecard, the angel's in the details".
3. Updated 2014-2015 Work Plan for the Portland Economic Development Plan and Vision



Economic Development Department
Gregory A. Mitchell, Director

Portland Economic Development Vision and Plan

2014-2015 Work Plan

Status of City Responsibilities as of September 12, 2014

BUSINESS RETENTION AND EXPANSION

- **Business Visitation Program.** Mayor Brennan and others have made 32 visits to date, with an additional visit currently being scheduled for some time this month with UNUM. These visits are ongoing, with scheduling occurring at a rate of 1 to 2 per month.

Learning's include needs related to workforce development in the high tech area; improved city marketing as a business location; links needed between Portland and other high tech cities (Boston, San Jose, San Antonio, etc.); commercial financing; transportation links around the city; costs for healthcare, unemployment insurance, taxes, and utilities; permitting support/improvement needed; better on-street lighting, particularly in parking garages; affordable housing; as well as the homelessness and panhandling issues.

The visits have provided accolades for Portland, including quality of life, convenience of City, First Friday Art Walk, Cruise Ship business, schools, good healthcare community, minor league sports, safety, and the Jetport.

- **Portland Technology Park.** Currently, this is being marketed locally through the City's web site at: <http://www.portlandmaine.gov/citymanagers/portlandtechnologypark.asp>, Greater Portland region commercial brokers, and City Economic Development direct contact to interested parties.

This Park is also being marketed internationally through a Greater Portland region life science directory, which can be found at: http://www.investinmaine.net/wp-content/uploads/2013/04/MaineLifeSciencesGuide_webversion.pdf

The City participated in a June 8 to 17, 2014 Trade Mission to Iceland and United Kingdom (UK), which was hosted by the Maine International Trade Center. The UK portion of the trip focused upon attracting life science private company investment.

At this time, City staff is working with Unitil to extend natural gas to this site.

- **PDC Commercial Loan and Grant Programs.**

City Commercial Current Lending Leverage Ratio: \$2.2 Million in active lending associated with 29 loan clients, through the Portland Development Corporation, the City's lending board, has leveraged \$25.3 million in private sector investment. In FY14, the PDC lending increased 12% over FY13, or \$718,500 in FY13 and \$814,289 in FY14. FY15 lending to date is in the total amount of \$338,333 in three loans closed.

Lending to Date from Inception (1990) to Date:

Total Number of Loans Made:	141
Total Amount of Loans:	\$8,408,924
Leveraged Amount:	\$103,716,323
(private investment)	
Jobs Created:	717
Jobs Retained:	1,218
Total Amount of Defaulted Loans:	\$477,534
Total Number of Loans Defaulted:	14

Development Public Infrastructure Grants

FY2010 Grants to Date: Nine public infrastructure grants to five businesses were approved in the amount of \$184,284, associated with \$57.2 million in private investment.

Business Assistance Grants for Job Creation

To date, nine grants associated with the creation of 29 jobs have been approved for a total of \$125,000 out of the \$200,000 available in the program (from CDBG funds).

- **Minority and Woman-Owned Business Development.** The City is collaborating with the USSBA and the local organizations that it funds (SCORE, SBDC, Women's Business Center) to develop and implement workshops for minority entrepreneurs to help them start businesses.

The World Affairs Council was approved for a PEDPIP Grant for its initiative "Celebrating Immigration – A Community Dialogue on Economic Opportunity". This will be a yearlong community dialogue to examine best strategies and approaches to fully integrate immigrants into the regional economy and examine the barriers that stand in the way.

WORKFORCE DEVELOPMENT

- **Utilize CDBG resources for workforce development.** CDBG funds, in the amount of \$400,000, are reserved for this investment. City economic development staff participated in a meeting with many organizations in targeting hospitality employment growth. City Manager recommendations presented to the City Council on March 17th recommending investing \$400,000 in CEI to support workforce and microenterprise programs.

A CDBG grant was made to the Portland Food Co-op to assist them with developing a grocery store in the India Street neighborhood that will create at least 20 new jobs.

PUBLIC INFRASTRUCTURE/TRANSPORTATION

- **Re-Establish Ferry Service between Portland, and Yarmouth, Nova Scotia.** Despite a late start, Nova Star Cruises is wrapping up its first season at the Ocean Gateway facility with expectations to meet ridership estimates of 50,000 passengers. Prior to the 2015 season, a City-State partnership will provide improved passenger and line handling infrastructure at Ocean Gateway, benefitting both the ferry and cruise ship landings.
- **Extend Rail to support Emskip & Growth of International Cargo Shipping.** The State of Maine Department of Transportation (DOT) and the Maine Port Authority have received approvals to expand the International Marine Terminal on Portland's Western Waterfront. The project will extend rail to the Terminal and prepare the site to support large scale cold storage facility investment for seafood and agricultural products. Multiple City departments have assisted the project, which includes major improvements in the Commercial Street/ West Commercial Street corridor. Construction of the rail connections, an expanded container yard, ship fendering upgrades, and public street improvements will begin late summer 2014 and be completed during the summer of 2015
- **Intermodal Planning and Infrastructure at Thompson's Point.** City staff continues to work with State Transportation Department officials on intermodal transportation project investment approaches and public-private partnerships.
- **Harbor Dredging.** Bill Needelman, City Waterfront Coordinator, continues to work with a non-appointed committee, the Non-Federal Dredge (NFD) Workgroup, to facilitate dredging private and municipal berthing in Portland Harbor. The workgroup has secured \$250,000 in State of Maine DOT funding to site, design, and permit a Confined Aqueous Disposal (CAD) cell in Portland Harbor. The NFD Workgroup is a cooperative process with the City of South Portland and includes participation from federal and state regulatory agencies, port and harbor agencies, private pier owners, local environmental groups, the private consulting community, and lobster fishing interests. <http://www.portlandmaine.gov/1286/Non-Federal-Dredge-Workgroup>
- **Downtown TIF strategy.** Staff is working with HCDC during 2014 in the creation of a Downtown/Transit Oriented Development TIF district. The planned approach is to have city council approval for the new TIF district by December 2014.

SUPPORT BUSINESS

- **Update City Web Site.** The new City website has been up and running since May 1, 2014. City partners contributed to the content to establish a portal to access individual partner websites and more detailed community information.
- **Review 2010 Site Plan Standards Effectiveness.** All indications are changes were successful regarding certainty and predictability for the process, with review in the future as needed.

- **Streamline Permitting.** Quantitative and qualitative process reports are now in, with quarterly reporting in place. New: Fast Track permit process was established. Also, a new full-time equivalent position was created to focus upon customer service and the permit process. Future goal is an online application.

CREATIVE PORTLAND^{ME}

Creative Portland and the *Portland Economic Development and Vision* Work Plan (“Work Plan”)

As part of the 2014-2015 Work Plan, Creative Portland is the lead organization for “Enrich the Creative Economy” section. This includes the following goals:

1: Increase collaboration among creative and innovation sectors.

This year, Creative Portland has developed stronger ties with Portland’s entrepreneurial community, primarily through an active partnership with Start-Up Portland. For example, in June 2014, Creative Portland served as a co-host for Maine Start-up and Create Week (a Start-Up Portland initiative) along with the Portland Regional Chamber, and will remain a primary planning partner in 2015. Central goals for this highly successful event are to attract people from outside the state and to showcase the city as a great place to live, work, start a business and engage in Portland’s creative, innovative community.

2. Promote Portland as a city where innovation and creativity thrive.

Creative Portland is leading two key efforts related to this goal: (1) Promoting and branding Portland collaboratively with the Portland Regional Chamber, the Greater Portland Convention and Visitors Bureau, Portland’s Downtown District, and the City of Portland’s Economic Development Department; and (2) a talent recruitment workgroup of area companies.

Most recently, the promotional efforts have focused on the development of a relocation guide for Portland. Once complete, it will be widely available for the partner agencies, area companies and others to use in their efforts to promote Portland as a great place to live and work.

The talent recruitment workgroup is comprised of approximately 15 large companies in the area that are actively recruiting top talent from outside the state. This group has been developing and testing ways to work together to attract professionals, addressing shared issues such as “trailing spouses or partners”—when a candidate hesitates accepting a position until they are reassured that their spouse or partner are likely to find a competitive position.

3. Creative incentives for Portland’s creative enterprises

To assist individuals in finding appropriate space to pursue their artistic and/or entrepreneurial endeavors, in 2014, Creative Portland conducted a thorough inventory of rental properties that are appropriate for, and promoted as, artist studios, creative space or sole proprietor/entrepreneurial spaces. (As of September 2014, there are approximately 550 spaces with a nearly 90% occupancy rate.)

The inventory is now available online at Creative Portland’s website, liveworkportland.org, as a searchable database with contact information. Creative Portland will maintain accuracy of the database on regular basis.

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

This year, Creative Portland initiated a project to investigate the members of the workforce who reside in Portland, but work for companies outside the state. Not much is currently known about the scale and scope of “exporting services” from Maine and its effects on the regional economy. Creative Portland plans to conduct research to learn more about this part of the workforce and hosting a national conference on the topic in Portland.



Highlights of Current Projects

as of 09-17-14

Growing Portland was launched in early 2013 focusing on strengthening our city and regional economies. We target key sectors indicating potential for long-term workforce growth and talent attraction.

Healthcare Informatics: examine the potential for a coalition or center in the region

- On March 4th we convened a gathering of 21 leaders representing 16 healthcare providers, insurers, technology firms, universities, and nonprofits with interests in healthcare informatics. There was broad agreement on pursuing development of a local coalition, to be spearheaded by Growing Portland.
- We wrote and were just awarded a grant by the Maine Technology Institute to assess the statewide assets/needs in healthcare informatics, with the goal of a Portland center for this cluster. This project, which includes support from the Muskie Center, will run through the winter.

Marine Economy: use science and/or education to grow this sector

- We host quarterly meetings of uniquely diverse work group representing business, government, nonprofit and academic marine economy interests.
- With Portland's Downtown District and other partners, we were the primary planners behind the popular June 7th "Walk the Working Waterfront" open house, opening up 30+ businesses along Portland's piers/wharves to hundreds of members of the public.
- We are developing programming for making the "Walk the Working Waterfront" experience an online/digital event.
- We moderated the June 3rd conversation at GMRI for the World Affairs Council of Maine on "Changes in the Gulf of Maine and Around the World, and the Future of the Marine Economy."

Workforce Development: target pathways to employment for marginalized populations

- We hosted a February meeting of local service providers to identify areas of common interest/overlap.
- We are working with the John T. Gorman Foundation, Employment Provider Workgroup, CEI, and others to identify opportunities for sector-specific programs.
- We are a key City Hall liaison to programs and activities focusing on access to the economy for people with multiple barriers to employment.

Related

- College visits to Portland:
 - In February, we hosted "College Day in Portland, with 20 Bowdoin students visiting local companies to learn about professional and internship opportunities.
 - In August, we hosted "Portland Global Connections," with international students from Bowdoin and Colby learning more about global connections in Portland.
- With Creative Portland, we launched "The Trailing Spouse & Partner Program," a closed-network resource among local HR executives to recommend positions for spouses and partners of potential employees from away.
- We organized three panels for Maine Startup & Create Week: Healthcare Technology, Marine Innovation, and Internet of Things.
- We chair the Advisory Committee to Portland High School's new engineering classes (Project Lead the Way).

Commentary: On Portland's economic scorecard, the angel's in the details

pressherald.com

By Charles Lawton

The Portland Regional Chamber released its annual economic scorecard last week. As is usual with such ratings, this one was followed by a flurry of Olympian conclusion-jumping and earnest Monday morning quarterbacking. "Alarming." "Falling behind. "It could have been worse."— were among the milder reactions.

People I have spoken with were particularly concerned with two items on the scorecard: the negative overall employment growth and the below-average "average annual income." On the surface, these data points seem to reinforce the conventional wisdom that Maine – and now even Portland – was losing "good" (meaning high-paying) jobs that were being replaced with low paying jobs. Such gross conclusions, I think, miss a great deal of what is going on in a very dynamic labor market.

Total employment in Portland did decrease in 2013 by 0.2 percent (a drop of 163 jobs). But the total wages paid to those holding the 67,259 jobs that remained and were created in 2013 grew by 2.2 percent – an increase of over \$72 million. That's a lot of new money flowing into the city. And it's not the result of low-paying jobs replacing high-paying jobs. In fact, there were five sectors that experienced this superficially paradoxical phenomenon of declining employment and growing wages: wholesale trade, retail trade, administrative services, educational services and the arts, entertainment and recreation sector. As a whole, they employed 477 fewer people in 2013, but paid \$9.8 million more in wages.

This is exactly the sort of progress Portland ought to be cheering and must continue to make – growing productive businesses that pay higher wages. Only by encouraging, nurturing and attracting more such businesses can Portland (and thereby Maine) hope to reach its fundamental goal of creating not just more jobs but more productive jobs, jobs that command high wages. Only those sorts of jobs will create the pull in the job market for young people seeking to begin their working careers that the region's vaunted quality of life exerts on the older generation seeking to build the post-employment phase of their lives. Without more such "good" jobs, the overriding demographic trends sweeping the country will continue to turn Maine into a seasonal retreat for affluent boomers and a residue of those without the skills to leave.

And here also, there is good news to be found in the details beneath the disappointing totals. In professional and technical services – everything from architects and engineers to attorneys, IT, marketing and management experts – Portland saw an increase of 257 jobs accompanied by an increase of nearly \$24 million in wages. The average wage in this sector jumped to nearly \$74,000 per year. Similarly, in health and social services, the city saw an increase of 287 jobs, more than \$16 million in wages and an average annual wage that jumped to nearly \$52,000.

And yes, employment in the food and lodging sector did grow by 248 jobs. And yes, its average annual wage was less than \$20,000. But this growth still added nearly \$8 million in wages to the city's economy and hardly overshadowed the more significant growth in the high-wage sectors. And it remains true that these additional jobs did not offset the more than 350 jobs lost in manufacturing, construction and public administration and the nearly 500 jobs lost in the sectors replacing lower wage jobs with higher wage jobs.

But that's the fundamental point to be understood about economic development and, therefore, the

fundamental point to be made about the annual “scores” that show up regularly in reports such as these: Progress is not uniform. In spite of our seemingly inescapable desire to smooth change evenly over all sectors, all regions and all social groupings, that’s just not how it happens. It is fitful, uneven, unpredictable and, often, apparently self-contradictory. But we are better to have such complicated change than no change at all. No change would be what I would call “truly alarming.”

Charles Lawton is chief economist for Planning Decisions Inc. He can be contacted at:

clawton@planningdecisions.com

Read or Post Comments

Were you interviewed for this story? If so, please fill out our accuracy form.

Send questions/comments to the editors.

**PORTLAND, MAINE ECONOMIC DEVELOPMENT PLAN
2014 & 2015 WORK PLAN**

GROW THE ECONOMY

Principle and Vision Statement: *The City is committed to creating economic prosperity through growing its tax and employment base.*

Goals:

1. Understand the needs and concerns of existing business to support their retention and expansion.
2. Support industry sectors that are innovative and have high job growth, high value potential to provide future economic development opportunities.
3. Coordinate business, higher education, and research and development needs to support regional workforce development.

<u>Activities</u>	<u>Responsibility/Lead Org. First *</u>	<u>Status/Details</u>
Business Retention and Attraction		
- Business Visitation Program	City, Chamber, GPEDC	Ongoing/Retention, wkforce dev. & expansion, grow global exports, incl. food sector
- Growing Portland Initiative	GP, City, Chamber, CP, GPEDC	Ongoing/"Research Triangle" rollout & sector work groups deployment
- Industry Sector Research	Chamber, GP, City, GPEDC	Ongoing/Growth Strategy for specific industries in Portland Region
- Portland Technology Park	City, Chamber, GPEDC	Ongoing/Market park to businesses and plan for future phase
- PDC Commercial Loan and Grant Programs	City, PDC	Ongoing/Assistance to new and growing businesses
- Minority and Women-Owned Business Development	City, Chamber, CEI, and USSBA	Proposed/Inventory businesses, clarify growth challenges, incl. creative eco.; business forums incl workforce dev/industry-sector partnership opportunities; promote current financial and business development offerings; provide managerial, technical, and business consulting assistance; create connections to entrepreneurial and vocational training.
Workforce Development		
- Overcoming Barriers to Employment: Develop strategies, programs, and services to support workforce entry	GP, CVB, Chamber, City, PAEd	Proposed/Convene working groups to coordinate specific strategies.
- Utilize CDBG resources for workforce development	City, Chamber	Implement new CDBG program
Tourism		
- Raise Tourism Awareness	CVB, City, PDD, ME Office of Tourism	Proposed/Jetport; Cruise Portland, ME; cultural heritage; global mkts
- Create a cultural heritage tourism initiative	CVB, City, ME Office of Tourism	Proposed/Inventory and market cultural heritage projects, sites, and educational programs; identify cultural heritage tourism projects ready for marketing; include the cultural history of Portland on City website with links to CVB/tourism opportunities.
- Summit on Convention Center and Funding Sources	CVB, Civic Ctr., City, Hospitality Ind., Chamber	Proposed/
- Collaboration on People and Business Relocation Package(s)	CVB, Chamber, CP, City	Proposed/To assist businesses and individuals moving to Portland
Public Infrastructure/Transportation		
- Re-Establish Ferry Between Portland & Yarmouth, NS	City, State, MITC	Ongoing
- Extend Rail to Support Eimskip & Growth of Int'l Cargo Shipping	ME Port Authority, MEDOT, City	Ongoing/Strengthen partnership with Eimskip; State Bond Issue support
- Intermodal Planning and Infrastructure at Thompson's Point	MEDOT, EDA, City	Ongoing/State Bond Issue support
- Harbor Dredging	City, MEDOT, Wharf Owners	Ongoing/State Bond Issue support
- Establish a TIF strategy for transportation and downtown public infrastructure	City	Proposed/Discuss establishment of a downtown transportation oriented TIF district.
Metrics		
- Portland's Economic Scorecard	Chamber, City, CP, PDD, CVB	Ongoing/Enhance Integration with ED Plan

* Lead organization has primary responsibility for resources and implementation.

ENRICH THE CREATIVE ECONOMY

Principle and Vision Statement: *Value innovation, entrepreneurship, creativity, arts, culture, and entertainment to improve the economy and enhance Portland's uniqueness and diversity.*

Goals:

1. Increase collaboration, coordination, and communication among those involved in the arts, culture, creative and innovative sectors.
2. Market Portland and increase recognition nationally and internationally that Portland is a City where the arts, culture, entertainment, innovation and creativity thrive.
3. Create incentives to establish and grow Portland's creative enterprises.

<u>Activities</u>	<u>Responsibility/Lead Org. First *</u>	<u>Status/Details</u>
Portland Marketing & Branding Program: Advance Implementation	CP, City, Chamber, PDD, CVB, WAC	Ongoing/Increase nat'l & int'l recognition of Portland, ME
Refine Recruitment Strategies & Programs for Creative Entrepreneurs	CP, City, Chamber	Ongoing/
Creative Space Development	CP	Ongoing/Inventory, database, additional space dev.

SUPPORT BUSINESS

Principle and Vision Statement: *Portland will be recognized as a city where the business community is valued and nurtured through support services which are relevant, helpful, welcoming, and delivered in a timely manner with superior "customer service". The City will continue to strive towards a more simplified and streamlined process of interacting with all current and future businesses of Portland.*

Goals:

1. Interactions with City departments, agencies and staff will be handled with accuracy, timeliness and a positive customer service attitude.
2. The Department Review process will be clear, consistent, predictable and timely.

<u>Activities</u>	<u>Responsibility/Lead Org. First *</u>	<u>Status/Details</u>
Update City Website as Customer Service Portal	City	Ongoing/December 2014
Review 2010 Site Plan Standards Effectiveness	City & Chamber	Ongoing/Chamber and City staff meet annually
Streamlining Permitting	City	Ongoing

* Lead organization has primary responsibility for resources and implementation.

Acronym Definitions:

CDBG = Community Development Block Grant
CP = Creative Portland
CVB = Convention and Visitors Bureau
EDA = U.S. Department of Commerce/Economic Development Admin.
GP = Growing Portland
GPEDC = Greater Portland Economic Development Corporation
MEDOT = Maine Department of Transportation
MITC = Maine International Trade Center
PAEd = Portland Adult Ed.
PDC = Portland Development Corporation
PDD = Portland's Downtown District
SMCC = Southern Maine Community College
USM = University of Southern Maine
USSBA = U.S. Small Business Administration
WAC = World Affairs Council

*Order 84-14/15
Tab 16 11-3-14*

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 TERMINATING THE BAY HOUSE
TAX INCREMENT FINANCING
DISTRICT**

ORDERED, that the Bay House Tax Increment Financing District approved by City Council Order 26-12/13 is hereby terminated; and

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



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

DATE: October 20, 2014

SUBJECT: **Order Authorizing Termination of the Tax Increment Financing District for the Bay House Development by the Village at Oceangate LLC**

SPONSOR: Housing and Community Development Committee/Councilor Donoghue, Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

One Reading Item and Final Action: November 3, 2014

Can action be taken at a later date? Yes

PRESENTATION: Greg Mitchell, Economic Development Director/5 Minutes

I. SUMMARY OF ISSUE

The Bay House development by the Village at Oceangate LLC ("Developer") received City Council approval for a Tax Increment Financing (TIF) District, including a Credit Enhancement Agreement (CEA) (copy attached), on August 6, 2012, for public infrastructure assistance associated with the development of 94 market rate apartments in two buildings, a parking garage, and approximately 5,700 square feet of commercial retail space. The TIF District comprised the area for Building 1 including 52 market residential apartment units and portions of Middle, Newbury, and Hancock Streets. See attached TIF District map. It is noted that Building 2, including 42 market rate residential condominium units, was not included in the TIF District because residential condominium units are not an allowable TIF District use.

The terms for the CEA were for upwards of ten years, including returning 75% of the real estate taxes for years one to five, and 65% for years six to ten – up to a maximum value of \$647,971 associated with actual public infrastructure related Project expense.

Also, the Bay House TIF District CEA contemplated the conversion of 52 residential units located in Building 1 in the TIF District to condominium units, at which time the TIF CEA payments would be

reduced to zero. During 2014, sales of condominium units occurred thereby reducing TIF CEA payments to zero. It is noted that there will be only one TIF District CEA payment related to this TIF District in the amount of \$22,670 before being terminated. See attached fully executed Consent Agreement with Developer acknowledging TIF District termination. Formal City Council action is needed to terminate this TIF District.

Lastly, it is noted that policy discussions with the HCDC directed City staff to establish a proposed Portland Downtown and Transit Oriented Municipal Development and Tax Increment Financing District to include the property related to this TIF District termination proposal. Termination of the Bay House TIF District needs to occur prior to the Bay House property being included in the proposed Downtown and Transit Oriented TIF District.

II. REASON FOR SUBMISSION

This is being submitted to the City Council to terminate this TIF District.

III. INTENDED RESULT

The intended result is to have this TIF District terminated by the City Council with notification to the Maine Department of Economic and Community Development.

IV. COUNCIL GOAL ADDRESSED

Implement the City's revised Tax Increment Financing (TIF) program that focuses on the creation of appropriately sized and designed TIF districts and advances other Council goals in the areas of transit, economic development, public infrastructure, and municipal finance.

V. FINANCIAL IMPACT

This TIF District will receive its FY14 TIF payment of \$22,670 per the approved TIF District CEA. However, no additional future TIF payments will be made to the Project Developer per the TIF District CEA.

VI. STAFF RECOMMENDATION

Due to this District's use being converted into residential condominiums, staff is recommending that this TIF District be formally terminated by the City Council.

VIII. LIST ATTACHMENTS

- Order as passed approving the Bay House TIF District of 8/6/2012, pp. 3 to 5
- TIF District Map, p. 6
- CEA Between the City of Portland, Maine and the Village at Oceangate, LLC, pp. 7 to 26
- Consent Agreement, pp. 27 and 28

Order 26-12/13
Given first reading on 7/16/12
Passage: 5-3 (Anton, Donoghue, Marshall) (Coyne absent) 8.6.12
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 APPROVING THE CREATION OF THE
BAY HOUSE DEVELOPMENT DISTRICT AND TAX INCREMENT
FINANCING DISTRICT, APPROVING THE DEVELOPMENT PROGRAM FOR
THE DISTRICT, AND AUTHORIZING THE EXECUTION OF A CREDIT
ENHANCEMENT AGREEMENT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, The Village at Ocean Gate LLC intends to construct two new buildings that will contain approximately 94 high-end apartments, a parking garage, and approximately 5,700 square feet of commercial space with ground level parking within the proposed Bay House Development and Tax Increment Financing District (the "District"); and

WHEREAS, the project will help to provide continued employment for the citizens of Portland and the surrounding region; 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, there is a need to encourage development within the City of Portland through the establishment of Municipal Development and Tax Increment Financing Districts in accordance with the provisions of Chapter 206 of Title 30-A; and

WHEREAS, the City of Portland 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 of Portland desires to designate the Bay House Development District and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, approval will be sought and obtained from the Maine Department of Economic and Community Development, approving the designation of the District and the adoption of the Municipal Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

Section 1. The City of Portland hereby finds and determines that:

- (a) At least 25%, by area, of the real property within the Bay House Development District and Tax Increment Financing District, as hereinafter designated, is acreage suitable for commercial siting as defined in 30-A M.R.S.A. § 5223; and
- (b) The total area of the Bay House Development District and Tax Increment Financing District does not exceed 2% of the total acreage of the City, and the total area of all development districts within the city does not exceed 5% of the total acreage of the City; and
- (c) The original assessed value of equalized taxable property of the Bay House Development District and Tax Increment Financing District as of April 1, 2012 plus the original assessed value of equalized taxable property of all existing tax increment financing districts within the City does not exceed 5% of the total acreage of the City; and
- (d) The aggregate value of indebtedness financed by the proceeds from tax increment financing districts within Cumberland County, including the proposed District, does not exceed \$50 million 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, 1996 to the date of calculation; and
- (e) The City expects that the acquisition, construction and installment of all real and personal property improvements, buildings, structures, fixtures and equipment within the district contemplated by the Development Program will be completed in accordance with State law; and
- (f) The designation of the Bay House Development District and Tax Increment Financing District and pursuit of the Bay House Development Program as the Municipal Development Program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the Bay House Municipal Development and Tax Increment Financing District, as more particularly set forth in the document

entitled "Bay House Municipal Development and Tax Increment Financing District Development Program" as presented to the City Council substantially in the form attached hereto as Attachment 1 and that document is hereby incorporated by reference into this Order and approved as the Municipal Development Program for the District (the "Development Program").

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5224, the City hereby adopts the statement of the percentage of Assessed Value to be retained by the City set forth as Exhibit E in the Bay House Development and Tax Increment Financing Program (Attachment 1) for purposes of said Section 5224.

Section 4. The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226(2).

Section 5. The City Manager be, and hereby is, authorized to execute and deliver the Credit Enhancement Agreement substantially in the form described in the Development Program and attached as Exhibit H of Attachment 1, and execute such other documents as may be required to fulfill the purpose of this order.

Section 6. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the Department of Economic and Community Development, without requirements of further action by the City, the Council or any other party.

CREDIT ENHANCEMENT AGREEMENT

between

CITY OF PORTLAND, MAINE

and

THE VILLAGE AT OCEANGATE, LLC

Dated as of September 30, 2012

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EXHIBITS:

Exhibit A. Bay House Development and Tax Increment Financing District Program Application

Exhibit B. Developer Tax Increment Revenues

Exhibit C. Certification of Costs Form

THIS CREDIT ENHANCEMENT AGREEMENT (the “Agreement”) dated as of August 6, 2012, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine, a corporation duly organized and existing under the laws of the State of Maine (the “City”), with a place of business in Portland, Maine, and The Village at Oceangate, LLC, a Maine company (the “Developer”), having an office at 35 Fay Street, Suite 107-B Boston, Massachusetts 02118.

WITNESSETH

WHEREAS, the City designated the Bay House Development and Tax Increment Financing District (the “District”) and adopted a development program therefor (the “Development Program”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Portland City Council on August 6, 2012; and

WHEREAS, upon submission of an application to the State Department of Economic and Community Development (“DECD”), the City expects DECD to review and approve the Bay House Development and Tax Increment Financing District and Development Program; and

WHEREAS, the City designated the Bay House Development and Tax Increment Financing District, adopted the Development Program and entered into this Agreement in order to induce the Developer to move forward with the Bay House project that includes the construction of a two buildings that will contain approximately 94 high-end apartments, a one-story subsurface parking garage, and approximately 5,700 square feet of commercial retail space as well as any associated off-site improvements (the “Project”); and

WHEREAS, in connection with the Development Program, and as contemplated thereby, the City and the Developer have agreed to execute and deliver this Agreement; and

WHEREAS, the City and the Developer desire and intend that this 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. All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

“Act” means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

“Agreement” shall mean this Credit Enhancement Agreement dated as of the date set forth above between the City and the Developer, as such may be amended by the parties from time to time.

“Bay House Development and Tax Increment Financing District” shall have the meaning given such term in the recitals hereto.

“Captured Assessed Value” means the percentage of Increased Assessed Value retained in the Bay House Development and Tax Increment Financing District in each year during the term of the Bay House Development and Tax Increment Financing District as specified in Section 3.1 below.

“City” shall have the meaning given such term in the recitals hereto.

“Current Assessed Value” means the then current assessed value of the Property located within the Bay House Development and Tax Increment Financing District to be determined by the City’s Assessor as of April 1 of each year that this Agreement remains in effect.

“DECD” shall have the meaning given such term in the recitals hereto.

“Developer” shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee or successor thereof, including but not limited to any future limited partnership formed by Developer.

“Developer Tax Increment Revenues” means in each year this Agreement is in effect an amount of money equal to the Retained Tax Increment Revenues allocated to the Developer pursuant to Section 3.1 hereof.

“Developer TIF Account” means the account described in the Financial Plan section of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Development Program” means the development program and financial plan for the Bay House Development and Tax Increment Financing District adopted by the City and attached hereto as Exhibit A.

“District” means that portion of the Property depicted on the District map contained in Exhibits A and B to the Bay House Development and Tax Increment Financing District Development Program Application, attached hereto at Exhibit A.

“Financial Plan” means the financial plan described in the “Financial Plan” section of the Development Program.

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

“Original Assessed Value” means \$915,550, the assessed value of the Property as of April 1, 2011.

“Project” shall have the meaning given such term in the recitals hereto.

“Project Cost Account” means the account in the Development Program Fund described in Section 2.01 of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Project Costs” means all costs incurred by the Developer on the Project within the meaning set forth in 30-A M.R.S.A. §5222(14), as amended.

“Property” means the land and all real property improvements located in the Bay House Development and Tax Increment Financing District and taxable by the City.

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

“Qualified Investments” shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law, and which are of the same type and tenor as the investments in which the City invests its own funds.

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

“Tax Payment Date” means the later of the date(s) on which Property Taxes assessed by the City with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31.

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.
- c. Words importing persons mean and include firms, associations, partnerships (including limited partnerships), 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 constitute a part of this Agreement, nor shall they 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.

**ARTICLE II
DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date, the City shall create and establish a segregated fund designated as the “Bay House Development and Tax Increment Financing District” shall have the meaning given such term in the recitals hereto.

Development Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Project Cost Account shall also contain two subaccounts designated as the “Developer TIF Account” and the “City TIF Account.”

Section 2.2. Deposits into Developer TIF Account.

Each year during the term of this Agreement, commencing with the 2013-2014 Tax Year and continuing thereafter for the remaining term of this Agreement, there shall be deposited into the Developer TIF Account contemporaneously with each payment of Property Taxes an amount equal to that portion of the Property Taxes constituting Developer Tax Increment Revenues for the period to which the payment relates. Any and all revenues, if any, resulting from investment of monies on deposit shall be retained by the City and withdrawn from the Developer TIF Account contemporaneously with payment to the Developer.

Section 2.3. Use of Monies in Developer TIF Account.

Monies deposited in the Developer TIF 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 paid into the Developer TIF Account under the provisions hereof and the provisions of the Development Program, other than investment earnings thereon, shall be held by the City, in trust, for the benefit of the Developer.

Section 2.5. Investments.

Any monies in the Developer TIF 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 at all times 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 TIF Account. If the City experiences any losses in association with these investments related to the Developer TIF Account, the City shall still pay to the Developer the amounts required under Section 3.1 hereof.

Section 2.6. Tax Payments.

The Developer shall pay or cause to be paid when due all Property Taxes assessed by the City unless contested by the Developer by appropriate proceedings pursuant to Maine law. No

payments shall be made by the City under this Agreement at any time any such taxes or amounts are due and unpaid.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Captured Assessed Value; Retained Tax Increment.

During the term of the Development Program, the City shall annually retain the percentage of Increased Assessed Value and Increased Assessed Value indicated on Exhibit B attached hereto as Captured Assessed Value.

Notwithstanding Exhibit B attached hereto, if, at any point during the term of this Agreement, the Developer sells any condominium unit located in the District to a third party, then the percentage of Increased Assessed Value to be captured as Captured Assessed Value and reimbursed to the Developer shall drop to zero percent (0%) for the Tax Year following the Tax Year in which such sale occurs and for all Tax Years following through the term of the District.

Notwithstanding Exhibit B attached hereto, if, at any point during the term of this Agreement, the Developer is reimbursed a total of \$647,971, then the City will cease capturing value in the TIF District and all payments pursuant to this Agreement made to the Developer will cease.

Notwithstanding Exhibit B attached hereto, only those costs incurred to undertake the public improvements associated with the Project shall be reimbursed. The Developer shall submit a certification of costs form, in a similar format as attached at Exhibit C, in each Tax Year through and including the year in which the Project obtains a certificate of occupancy, in which the Developer shall certify the costs incurred to undertake the public improvements associated with the Project.

The Property Taxes paid with respect to the Captured Assessed Value shall be retained as Retained Tax Increment Revenues. The City agrees that all one hundred percent (100%) of the Retained Tax Increment Revenues shall constitute Developer Tax Increment Revenues. Each year during the term of this Agreement, the City shall deposit into the Developer TIF Account contemporaneously with each payment of Property Taxes an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Developer Tax Increment Revenues, in accordance with the provisions of Section 2.2 of this Agreement and the priorities established by 30-A M.R.S.A. § 5227(3)(B), starting with taxes assessed for the 2013-2014 Tax Year and continuing thereafter for the remaining term of this Agreement, ending with taxes assessed for the City's 2022-2023 Tax Year, based on the April 1, 2022 Current Assessed Value.

Section 3.2. Credit Enhancement Payments.

The City shall pay to the Developer all Developer Tax Increment Revenues due and owing pursuant to Section 3.1 and then on deposit in the Developer TIF Account within thirty (30) days following the last Tax Payment Date in each fiscal year during the term of this Agreement, or within thirty (30) days of receipt of the Developer's request for annual payment submitted in accordance with Section 3.4(b) hereof, whichever shall occur last.

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 the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. 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 establish and maintain the Account and to deposit Developer Tax Increment Revenues to the Account and its obligation to make required payment to the Developer.

Section 3.4. Manner of Payments.

a. The payments provided for in this Article III shall be paid in immediately available funds in the manner provided hereinabove for its own use and benefit. Notwithstanding the above, no payments shall be made unless used to satisfy debt service on indebtedness incurred to finance qualified "Project Costs" as that term is defined under Chapter 206 of Title 30-A of the Maine Revised Statutes and as described as part of the Project in the Development Program or used to pay directly, or to reimburse the Developer for payment of such Project Costs.

b. The City shall make required payments in response to requests for annual payment submitted by the Developer setting forth the amount of the payment and containing a certification in the form attached hereto as Exhibit C.

Section 3.5. Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, 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. Notwithstanding the above, the City reserves the right to terminate this Agreement upon a final judgment by a court of competent jurisdiction to the effect that the Agreement or Development Program adopted in connection

herewith or any payment made thereunder is or would be illegal or invalid. In such event, the termination shall relate back to the original date of the Agreement which shall be deemed void ab initio, and neither party shall have any obligations or liability hereunder, under the Development Program or in respect of any of the transactions contemplated thereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination.

Section 3.6. Limited Obligation.

Except as otherwise expressly provided in this Agreement, the City's obligations of payment hereunder shall be limited obligations of the City payable solely from Retained Tax Increment Revenues and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a charge against or pledge of the faith and credit or taxing power of the City, but shall be payable solely from the Retained Tax Increment Revenues received by the City, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the City's obligation to assess property taxes upon the Project and the pledge of the Retained Tax Increment Revenues established under this Agreement.

**ARTICLE IV
PLEDGE AND SECURITY INTEREST**

Section 4.1. Pledge of Developer TIF Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing the City's payment of the amounts provided for hereunder, 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 TIF Account and all sums of money and other securities and investments therein.

Section 4.2. Perfection of Interest.

To the extent deemed necessary or desirable by the Developer, the City shall cooperate with the Developer in executing certain control or three party agreements, and also consent to appropriate financing statements and continuation statements being 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 in the funds in the Developer TIF Account.

Section 4.3. Further Instruments.

The parties hereto shall, 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 agreements shall pledge the credit of the City.

Section 4.4. Liens.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records, notes and documents in the possession of the City relating to the Bay House Development and Tax Increment Financing District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Account shall at all reasonable times be open to inspection by the Developer, its agents 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 under Section 3 above when the same shall become due and payable;
- b. Any failure by the City to make deposits into the Developer TIF Account as and when due;
- c. Other than as provided in paragraph (a) and (b) above, any failure by the City or the Developer to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Developer respectively to be observed or performed, including any failure of the Developer to use payments made under this Agreement as required in Section 3.6 of this Agreement, which failure is not cured within

thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include the Developer's failure to pay Property Taxes on the Property in the Bay House Development and Tax Increment Financing District for any reason as an Event of Default hereunder; and

d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall appoint a conservator or receiver or liquidator for the City, or if any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings for the winding up or liquidation of the City's affairs shall have been entered against the City or if 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 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 5.1 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. No party has the right to terminate this Agreement.

Section 5.3. Remedies Cumulative.

No remedy herein conferred upon or reserved by 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 the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or 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 such right or power or be considered or taken as a waiver or 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 parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4. Enforcement Rights.

The City and the Developer agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Developer continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Developer and 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.

**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 and shall expire on the later of the completion of deposits and payments required pursuant to Articles II and III hereof with respect to the City's 2022-2023 Tax Year relating to Current Assessed Value as of April 1, 2022, or upon the performance of all obligations on the part of the City and the Developer hereunder, including without limitation payment of all amounts to be paid to Developer.

Section 6.2. Cancellation and Expiration of Term.

At the termination or other expiration of this Agreement in accordance with the provisions of 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**

Section 7.1. Consent to Pledge and/or Assignment.

The City hereby acknowledges that the Developer may from time to time pledge and assign its 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. Recognizing this possibility, the City does hereby consent and agree 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 financing the Development Program, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by such prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder. The City agrees to execute and deliver any other documentation including, without limitation, any reasonable three-party control agreement, as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to such pledgee or assignee such rights and/or remedies as the Developer or such pledgee or assignee may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

Section 7.2 Assignment.

Except as provided in Section 7.1, and except for the purpose of securing financing for the Project or for an assignment to a successor entity or an affiliate entity, the Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the consent of the City, which consent shall not be unreasonably withheld.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event the City or the Developer are dissolved, merged into or consolidated with another entity, or undergo any form of corporate reorganization, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Developer; provided, however, that if the payment obligations of the City hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 8.3. Severability.

Except as otherwise provided herein, 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 8.4. No Personal Liability.

(a) 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 or her individual capacity and neither the members of the City Council of the City, or any official, officer, agent, servant or employee of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Developer in his or her individual capacity and neither the directors, members, officers, agents, servants or employees of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. 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 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 8.7. 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 mailed by first class mail, postage prepaid, or, for any notice of an Event of Default, by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

Corporation Counsel's Office
City of Portland
389 Congress Street
Portland, ME 04101

If to the Developer:

The Village at Oceangate, LLC
35 Fay Street, Suite 107-B
Boston, Massachusetts 02118
Attn: Demetrios Dasco

With a copy to:
Bernstein Shur
Attn: Joan M. Fortin, Esq.
100 Middle Street, P.O. Box 9729
Portland, ME 04104

Either 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 8.8. Amendments.

Neither this Agreement nor the Development Program may be amended without the express written consent of all of the parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed. Provided, however, the parties agree to amend this Agreement in order to fulfill such reasonable requirement that a lender may require in connection with financing of the Project. This Agreement may only be amended in compliance with the provisions of 30-A M.R.S.A. §5211 et seq., as amended.

Section 8.9. 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 abatement, or setoffs; provided, it is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues and actually paid in by the Developer and received by the City.

Section 8.10. 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.

Section 8.11. Project Responsibility.

The parties hereto agree, and the City hereby acknowledges that the Developer shall have no obligation to go forward with the Project referred to herein or in the Development Program. Such Project is subject to final approval by the Developer.

Section 8.12. Benefit of Assignees or Pledges.

The City agrees that this Agreement is executed in part to induce assignees or pledges 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 assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.13. No Third Party Benefits.

Except as otherwise expressly authorized herein, this Agreement is entered into solely between, and may be enforced only by the City and the Developer and its assignees or pledges, and this Agreement will not be deemed to create any rights in other third parties, or to create any obligations of a party to this Agreement to any such third parties. In clarification of the foregoing, no tenant at the Property obligated under its lease or rental agreement with the Developer to pay all or any portion of the property taxes associated with the Property shall be entitled to any of the funds in the Developer TIF Account or to the benefit thereof without a formal assignment or pledge from the Developer of the rights and duties to this Agreement.

Section 8.14. Indemnification.

a. The Developer agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with the City's approval of the Bay House Development and Tax Increment Financing District and its preparation of and participation in this Agreement, including expenses arising from any default hereunder by the Developer but excluding any such claims or expenses as may relate to actions or proceedings resulting from a default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

b. The City agrees to defend, indemnify and hold harmless the Developer, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with any default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

Section 8.15. Waiver of Recapture.

In order to induce Developer to construct the Project, in the event this Credit Enhancement Agreement, the Development Program or designation of the Bay House Development and Tax Increment Financing District is found or held void or invalid or if for any reason the payments made by the City hereunder are held contrary to law or improper by a Court of law with final jurisdiction over this Agreement, the City irrevocably waives its rights to reclaim, recapture or otherwise recover any TIF proceeds paid to the Developer or any assignee pursuant to this Agreement.

(Signature page break.)

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers or members, as the case may be, all as of the date first above written.

WITNESS

Sonia Bean

CITY OF PORTLAND, MAINE

By: Mark Rees
Mark Rees
Its: City Manager

THE VILLAGE AT OCEANGATE, LLC

By: Demetrios Dasco
Demetrios Dasco
Its: GORDON REGER
MANAGING MANAGER

Approved as to funds:
ELH
Budget Office

APPROVED AS TO FORM
XW
CORPORATION COUNSEL'S OFFICE

**CONSENT TO TERMINATE
CREDIT ENHANCEMENT AGREEMENT BETWEEN
CITY OF PORTLAND, MAINE AND
THE VILLAGE AT OCEANGATE, LLC**

The undersigned **City of Portland**, a body politic and corporate located in Cumberland County, Maine (hereinafter the "City"), and **The Village at Oceangate, LLC**, a Maine limited liability company with a mailing address of 35 Fay Street, Suite 107-B, Boston, MA 02118 (the "Developer"), who are parties to a certain Credit Enhancement Agreement dated September 30, 2012 (the "Agreement"), hereby consent to terminate the Agreement as of this October ____, 2014 as follows.

W I T N E S S E T H:

WHEREAS, the City designated the Bay House Development and Tax Increment Financing District (the "District") and adopted a development program for the District (the "Development Program") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Portland City Council on August 6, 2012; and

WHEREAS, on August 6, 2012, the City and Developer entered into the Agreement, which provided tax increment financing to the Developer for its development in the District; and

WHEREAS, the Agreement provides that at any point during its term, if the Developer sells any condominium unit located in the District to a third party, then the percentage of Increased Assessed Value to be captured as Captured Assessed Value and reimbursed to the Developer under the Agreement would drop to zero percent (0%) for the Tax Year following the Tax Year in which such sale occurred and for all Tax Years following through the term of the District; and

WHEREAS, on or about August 16, 2012, the City filed an application with the State of Maine Department of Economic and Community Development ("DECD") to approve the District and Development Program;

WHEREAS, by letter dated September 30, 2012, the DECD approved the District and Development Program, noting that any CEA linked to the District and Development Program would become null and void if the Developer sold any unit in the District as a condominium; and

WHEREAS, the Developer sold condominium units located in the District in 2014, and, as a result, is entitled to no further payments under the Agreement; and

WHEREAS, in accordance with the Agreement and the DECD's September 30, 2012 letter, the Parties desire to terminate the Agreement.

NOW, THEREFORE, the parties to the Agreement acknowledge and agree as follows:

1. Effective as of the date first mentioned above, the Agreement is hereby terminated, except for the indemnification provisions in section 8.14, which survive termination of the Agreement.
2. The City's payment obligations under the Agreement have been fully satisfied, and the Developer shall receive no further payments under the Agreement.

IN WITNESS WHEREOF, the said **City of Portland** has caused this Consent to Terminate Credit Enhancement Agreement to be signed and sealed by Sheila Hill-Christian, its Acting City Manager, thereunto duly authorized, and **The Village at Oceangate, LLC** has caused it to be signed by Gordon Reger, its Managing Manager, thereunto duly authorized, the day and year first above written.

WITNESS:

CITY OF PORTLAND

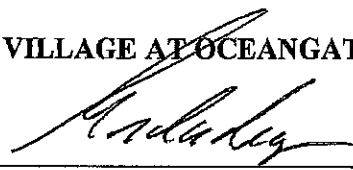
By: _____
Sheila Hill-Christian
Its: Acting City Manager

WITNESS:

THE VILLAGE AT OCEANGATE, LLC



Tom S. Hanson

By: 

Gordon Reger
Its: Managing Manager

Approved as to form:

Corporation Counsel's Office

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**

*Order 85-14/15
Tab 17 11-3-14*

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

**ORDER TERMINATING THE FORE INDIA MIDDLE, LLC
TAX INCREMENT FINANCING
DISTRICT**

ORDERED, that the Fore India Middle, LLC Tax Increment Financing District approved by City Council Order 25-12/13 is hereby terminated; and

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



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the Portland City Council

FROM: Greg Mitchell, Economic Development Director

DATE: October 15, 2014

SUBJECT: **Order Authorizing Termination of Tax Increment Financing District for Fore India Middle, LLC**

SPONSOR: Housing and Community Development Committee/Councilor Donoghue, Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

One Reading Item and Final Action: November 3, 2014

Can action be taken at a later date? Yes

PRESENTATION: Greg Mitchell, Economic Development Director/5 Minutes

I. SUMMARY OF ISSUE

Fore India Middle, LLC ("Developer") received City Council approval for a Tax Increment Financing (TIF) District on September 5, 2012, for assistance related to Phase II redevelopment of the former Jordan Meats site adjacent to the Downtown Hampton Inn. See attached TIF District map.

The above TIF District was established to fund two primary activities which include:

1. Reimbursing the Project Developer, up to a maximum cap of \$650,000, to pay for a portion of the actual cost of undergrounding overhead electric power lines and telecommunication services located along Middle Street between Franklin and India Streets, along with related sidewalk public infrastructure investment; and,
2. Fund City India Street neighborhood planning work - which has now been funded through other sources.

For background information, Phase I of the former Jordan Meats sites was constructed without City TIF district financial assistance. Phase I included a 94,000 sq. ft. mixed use project consisting of the 122-room Hampton Inn, the Sebago Brewing Company restaurant, and 12 residential condominium

units. This first phase used .66 acres of the 1.75 acre site, leaving 1.09 acres remaining to be developed.

The approved TIF District includes 1.09 acres (remainder of the former Jordan Meats site). The proposed \$25 million Project was planned to include a five-story, 180,000 sf. mixed-use project consisting of 12,600 sf. of retail space on Middle Street, 9,900 sf. of retail space on Fore Street, three levels of office space comprising 66,000 sf. on Middle Street, and 18 residential condominium units along Fore Street and India Street. In addition, there was to be two "internal" parking garages located behind the retail spaces (not visible from the street), one garage at the Fore Street level, and another garage one story above at the Middle Street level.

City staff recommends termination of this TIF District for the following reasons:

- The proposed \$25 million mixed use Project, adjacent to Hampton Inn, was not built and associated undergrounding of electric power lines and telecommunication services was not constructed.
- TIF District was established for a four year time frame which expires in City fiscal year 2017.
- Fore India Middle, LLC Developer sold the entire former Jordan Meats site to Chatham Portland DT LLC.
- TIF District Credit Enhancement Agreement (CEA) was not signed by the Fore India Middle Street, LLC Developer and the City of Portland, and the CEA has not been assigned to the current property owners.
- A Downtown and Transit TIF is proposed to include the central core of the Portland Peninsula including the area in the existing Fore India Middle TIF District. City Council approval to terminate this TIF District must occur prior to City Council action on the proposed Downtown and Transit Oriented Development TIF District

Chatham Portland DT LLC, the current property owners, have been notified that City staff is advancing this recommendation for the TIF District's termination to the City Council.

II. REASON FOR SUBMISSION

This is being submitted to the City Council to terminate this TIF District.

III. INTENDED RESULT

The intended result is to have this TIF District terminated by the City Council and submitting this termination notification to the Maine Department of Economic and Community Development.

Under the proposed Downtown and Transit Oriented Development TIF District, staff will be recommending that the property included in the Fore India Middle TIF District be included in the new proposed Downtown and Transit Oriented Development TIF District.

IV. COUNCIL GOAL ADDRESSED

Implement the City's revised Tax Increment Financing (TIF) program that focuses on the creative of appropriately sized and designed TIF districts and advances other Council goals in the areas of transit, economic development, public infrastructure, and municipal finance.

V. FINANCIAL IMPACT

There is no financial impact related to terminating the Fore India Middle Street TIF District.

VI. STAFF RECOMMENDATION

For the previously stated reasons, City staff is recommending that this TIF District be terminated.

VIII. LIST ATTACHMENTS

- Fore India Middle TIF District map.
- Order as passed approving the Fore India Middle TIF District of 9/5/2012

FORE INDIA MIDDLE LLC -
TIF DISTRICT (29-L-3)



A TRUE COPY
ATTEST: Katherine L. Jones
Katherine L. Jones, City Clerk
Portland, Maine
DATE 9/15/2012

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

Order 25-12/13
Tab 25 2-16-12

JOHN R. COYNE (5)
JOHN M. ANTON (A/L)
JILL C. DUSON (A/L)
NICHOLAS M. MAVODONES (A/L)

**ORDER APPROVING THE CREATION OF THE
FORE INDIA MIDDLE STREET MUNICIPAL DEVELOPMENT DISTRICT
AND TAX INCREMENT FINANCING DISTRICT, APPROVING THE
DEVELOPMENT PROGRAM FOR THE DISTRICT, AND AUTHORIZING THE
EXECUTION OF A CREDIT ENHANCEMENT AGREEMENT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as a Municipal Development and Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, Fore India Middle, LLC intends to develop its Phase II mixed use development at 209 Fore Street into approximately a five-story 180,000 sf. mixed use project consisting of 12,600 sf. of retail space on Middle Street, 9,900 sf. of retail space on Fore Street, three levels of office space comprising 66,000 sf. on Middle Street, and 18 residential condominium units along Fore Street and India Street, with two "internal" parking garages, within the proposed Fore India Middle Street Municipal Development and Tax Increment Financing District (the "District"); and

WHEREAS, the project will help to provide continued employment for the citizens of Portland and the surrounding region; 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, there is a need to encourage development within the City of Portland through the establishment of Municipal Development and Tax Increment Financing Districts in accordance with the provisions of Chapter 206 of Title 30-A; and

WHEREAS, the City of Portland 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 of Portland desires to designate the Fore India Middle Street Municipal Development District and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, approval will be sought and obtained from the Maine Department of Economic and Community Development, approving the designation of the District and the adoption of the Municipal Development Program for the District;

**NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY
COUNCIL AS FOLLOWS:**

Section 1. The City of Portland hereby finds and determines that:

- (a) At least 25%, by area, of the real property within the Fore India Middle Street Municipal Development District and Tax Increment Financing District, as hereinafter designated, is acreage suitable for commercial siting as defined in 30-A M.R.S.A. § 5223; and
- (b) The total area of the Fore India Middle Street Municipal Development District and Tax Increment Financing District does not exceed 2% of the total acreage of the City, and the total area of all development districts within the city does not exceed 5% of the total acreage of the City; and
- (c) The original assessed value of equalized taxable property of the Fore India Middle Street Municipal Development District and Tax Increment Financing District as of April 1, 2012 plus the original assessed value of equalized taxable property of all existing tax increment financing districts within the City does not exceed 5% of the total acreage of the City; and
- (d) The aggregate value of indebtedness financed by the proceeds from tax increment financing districts within Cumberland County, including the proposed District, does not exceed \$50 million 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, 1996 to the date of calculation; and
- (e) The City expects that the acquisition, construction and installment of all real and personal property improvements, buildings, structures, fixtures and equipment within the district contemplated by the Development Program will be completed in accordance with State law; and
- (f) The designation of the Fore India Middle Street Municipal Development District and Tax Increment Financing District and pursuit of the Fore India Middle Street Municipal Development Program as the Municipal Development Program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby designates the Fore India Middle Street Municipal Development and Tax Increment Financing District, as more particularly set forth in the document entitled "Fore India Middle Street Municipal Development and Tax Increment Financing District Development Program" as presented to the City Council substantially in the form attached hereto as Exhibit A and that document is hereby incorporated by reference into this Order and approved as the Municipal Development Program for the District (the "Development Program").

Section 3. Pursuant to the provisions of 30-A M.R.S.A. § 5224, the City hereby adopts the statement of the percentage of Assessed Value to be retained by the City set forth Attachment 3 in the Fore India Middle Street Municipal Development and Tax Increment Financing Program (Exhibit A) for purposes of said Section 5224.

Section 4. The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5226(2).

Section 5. The City Manager be, and hereby is, authorized to execute and deliver the Credit Enhancement Agreement substantially in the form described in the Development Program and attached as Exhibit B hereto, and execute such other documents as may be required to fulfill the purpose of this order.

Section 6. The foregoing designation of the District and the adoption of the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval of the designation of the District and adoption of the Development Program by the Department of Economic and Community Development, without requirements of further action by the City, the Council or any other party.

*Order 86-1415
Tab 18 11-3-14*

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 AMENDING AND EXPANDING THE BAYSIDE ECONOMIC
REDEVELOPMENT PROGRAM AND BAYSIDE REDEVELOPMENT
TAX INCREMENT FINANCING DISTRICT**

ORDERED, that the Bayside Economic Redevelopment Program and the Bayside Tax Increment Financing District approved by City Council Order 172-12/13 is hereby expanded and amended in substantially the form as attached; and

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



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

DATE: October 23, 2014

SUBJECT: Order Authorizing Amendment of the Bayside TIF District to expand the TIF District Geography

SPONSOR: Housing and Community Development Committee/Councilor Donoghue, Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

First Reading: November 3, 2014

Second Reading, Public Hearing, and Vote: November 17, 2014

Can action be taken at a later date? Yes

PRESENTATION: Greg Mitchell, Economic Development Director/5 Minutes

I. SUMMARY OF ISSUE

This matter is being presented to the City Council for authorization to amend the existing approved Bayside Tax Increment Financing (TIF) District to expand the geographic area of the TIF District to align with *Bayside Vision Plan* boundaries. Also, the expansion of the TIF District will enable TIF District revenue to be invested in public infrastructure improvements in a larger area within the District.

Background Information

The existing Bayside TIF District, originally approved by the City Council on March 31, 2003, included 11 acres. This TIF District was expanded on July 6, 2005 to include a total of 62.18 acres. See attached existing approved Bayside TIF District map.

To date, TIF District revenues have been used to invest in the following:

- Credit Enhancement Agreement for the Intermed Building
- Credit Enhancement Agreement for the Bayside Student Housing Project
- Infrastructure for Whole Foods
- HUD 108 Loan Repayment

As part of discussions to establish a new Downtown/Transit Oriented Development District, staff was directed to present amendments to expand the geographic boundaries for the existing approved Bayside TIF District geography at the same 100% TIF capture rate.

Proposed Bayside TIF District Amendments.

The primary reason to amend the existing approved Bayside TIF District is to expand the TIF District geography by adding 67 acres to align the entire Bayside TIF District boundaries with the boundaries of the *Bayside Vision Plans*. The secondary reason is to enable TIF District revenue to be invested in public infrastructure improvements in a larger area within the District. See attached Bayside Vision Plan Map. The amendment to include this additional acreage impacts the Bayside TIF District calculations through-out the TIF District documents.

Attached, in a marked revision format and in clean format, is the Amended and Restated Bayside TIF District Program documents.

It is noted that under State TIF law, there are acreage and value limitations related to establishing TIF Districts City-wide. Those TIF Limitations include:

Acreage: 5% of Total Acreage; Portland's Total Acreage is 12,386;
5% is 619.30 acres

Value: 5% of Total Aggregate Value; Portland's FY14 Total Aggregate Value is
\$7,551,450,000; 5% is \$377,572,500

The proposed Bayside TIF District expansion will result in all approved TIF Districts calculations as follows (with TOD TIFs and Downtown TIFs exempted from calculations):

Acreage: 253.50 acres TIF'd, which is 2% of total; leaving 365.8 acres that can be TIF'd
Value: \$370,021,490 TIF'd, which is 4.9% of total; leaving \$7,551,010 that can be TIF'd

While the City is near the "value" limit, it is noted that proposed TIF district terminations (Bay House TIF District, Fore India Middle Street) and proposed TIF District reductions (Riverwalk and Arts) will free up value capacity that will provide enough flexibility going forward.

II. REASON FOR SUBMISSION

This expanded Bayside TIF District is being presented to the City Council for approval.

III. INTENDED RESULT

The intended result is to invest Bayside TIF funds in the entire area of Bayside included in the *Bayside Vision* documents. The current area of the Bayside TIF District has seen investments from the Intermed Building to Walgreens to Whole Foods, to name a few. Expanding the district to include all of Bayside will open the doors to investment in infrastructure to spark further development and job creation.

IV. COUNCIL GOAL ADDRESSED

Implement TIF Program that focuses on the creation of appropriately sized and designed TIF districts and advances other Council goals in the areas of transit, economic development, public infrastructure, and municipal finance.

V. FINANCIAL IMPACT

With the expanded Bayside TIF District, the City will realize additional savings in tax sheltering benefits in an annual estimated amount at approximately \$73,062 yearly; in addition to \$607,245 yearly in tax sheltering savings from the original TIF District, for a combined yearly tax sheltering savings of \$680,307.

VI. STAFF RECOMMENDATION

Staff recommends that the City Council approve this amended and expanded Bayside TIF District in substantially the form as presented.

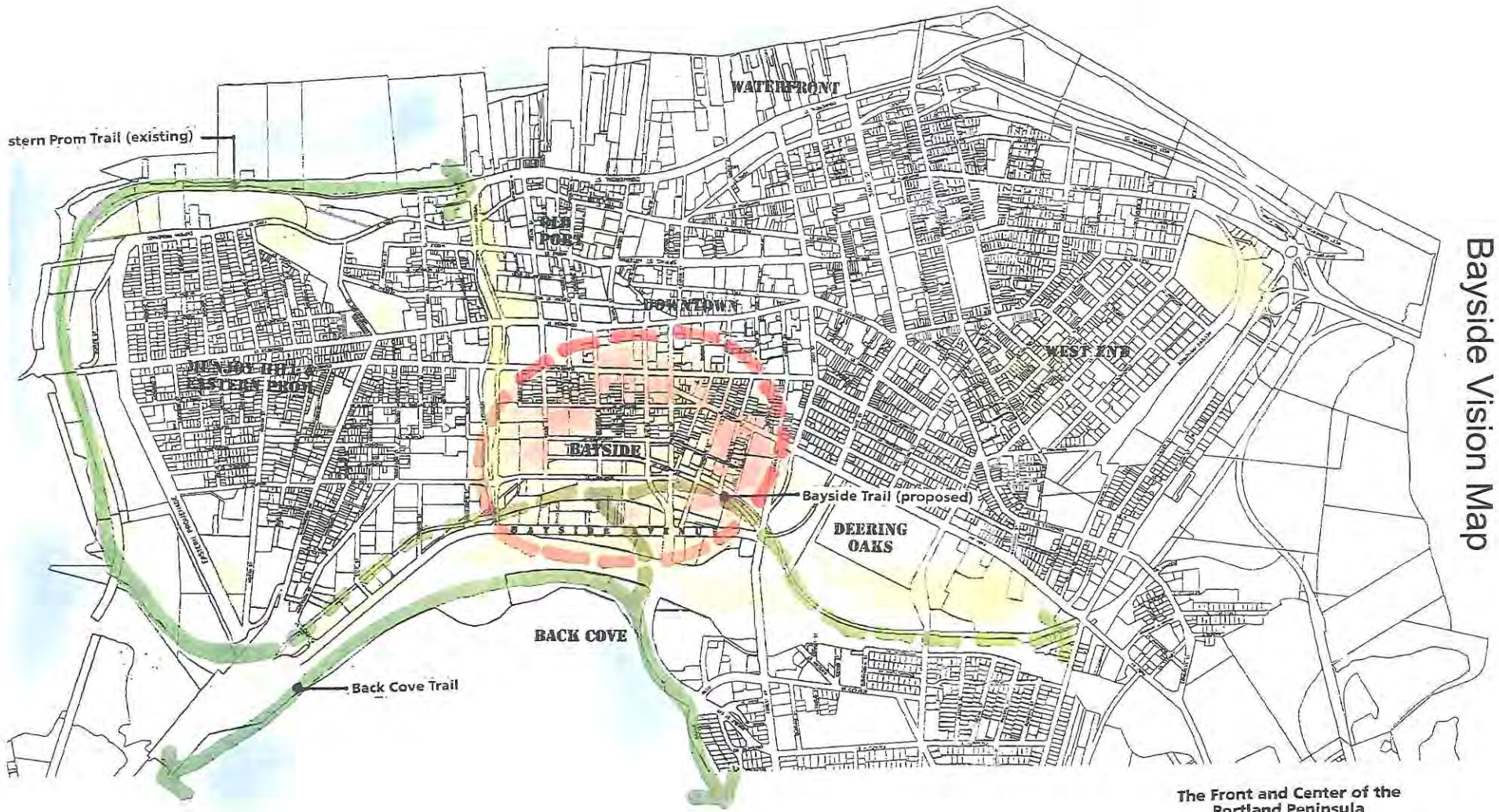
The Housing and Community Development Committee reviewed this proposed amendment to expand the Bayside TIF District at its October 22, 2014 meeting, at which time it voted unanimously to forward this to the City Council with a recommendation that it be approved in substantially in the form presented. If so approved, it will then be forwarded to the Maine Department of Economic and Community Development for its approval.

VIII. LIST ATTACHMENTS

- Existing Bayside TIF District Map – p. 4
- Existing Bayside TIF District Map and Proposed Expansion Area – p. 5
- Bayside Vision Map – p. 6
- Spreadsheets for TIF Models – pp. 7 to 12
- Amended and Restated Bayside TIF District Program in Marked Revision Format – pp. 13 to 23
- Amended and Restated Bayside TIF District Program in Clean Format – pp. 24 to 95



Bayside Vision Map



The Front and Center of the
Portland Peninsula

BAYSIDE
PORTLAND, MAINE

Exhibit A

10/17/2014

City of Portland - TIF Values for Bayside TIF Year 1 to 3, or Tax Years 2003 to 2005

Original Area: 11 Acres

OAV a/o 3/31/2002: 1,608,190

Table Reflects:

- 1) Actual Percentages Captured
- 2) Actual Mill Rate
- 3) Actual Yearly Property Values

Bayside TIF - Years 1 to 3 (FY04 to FY06) - City of Portland- TIF Table (OAV ao 3/31/2002 \$1,608,190)									
Various Percent Sheltered from Original Bayside TIF - Years 1 to 3									
TIF Year	Tax Year- April 1	Increased Assessed Value Real & PP Prop.	% of Value Captured	Captured Valuation	Mill Rate	Total New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2003	\$6,191,580	1.00%	\$61,916	26.83	\$1,661	\$0	\$1,661	\$164,434
2	2004	\$7,295,740	1.00%	\$72,957	26.53	\$1,936	\$0	\$1,936	\$191,620
3	2005	\$9,171,480	54.00%	\$4,952,599	20.13	\$99,696	\$0	\$99,696	\$84,926
3 Year TIF Total		\$22,658,800		\$5,087,472		\$103,292	\$0	\$103,292	\$440,981
Average Annual						\$34,431	\$0	\$34,431	\$146,994

Exhibit A

10/17/2014

City of Portland - TIF Tax Shifts for Bayside TIF Year 1 to 3, or Tax Years 2003 to 2005

Original Area: 11 Acres

OAV a/o 3/31/2002: 1,608,190

Table Reflects:

1) 1% Capture Yr 1; 1% Capture Yr 2; 54% Capture Yr 3

2) Mill Rates: Yr 1-26.83; Yr 2-26.53; Yr 20.13

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland-Bayside Original TIF for Years 1 to 3 (FY04 to FY06)							
Various Percent Sheltered From Original Bayside TIF - Years 1 to 3 (FY04 to FY06)							
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	2003	\$6,191,580	\$61,916	\$502	\$40	\$33	\$575
2	2004	\$7,295,740	\$72,957	\$591	\$48	\$39	\$677
3	2005	\$9,171,480	\$4,952,599	\$40,116	\$3,226	\$2,621	\$45,963
3 Year TIF Total		\$22,658,800	\$5,087,472	\$41,209	\$3,314	\$2,693	\$47,215
Average Annual			\$1,695,824.13	\$13,736	\$1,105	\$898	\$15,738

Bayside TIF Model For FY04 to FY06 w OAV of \$1,608,190 ao 3-31-2002

Exhibit A

10/17/2014

City of Portland TIF Values for Bayside TIF

Original Area w 1st Expansion:

62.18 Acres

OAV a/o 3/31/2007:

\$44,066,380

Table Reflects:

- 1) Actual Percentages Captured Years 4 to 12
- 2) Projected 100% Captured Years 13 to 30
- 3) Actual Yearly Property Valuation Years 4 to 12
- 4) Projected Increase Property Valuation of 1% Years 13 to 30
- 5) Projected Increase of Mill Rate of 2% Years 13 to 30

Original Bayside TIF - Actual Years 4 to 12 (FY07 to FY15); Projections Years 13 to 30 (FY16 to FY33) - City of Portland-TIF Projection Table (OAV AO 3/31/2007 OF \$44,066,380)									
Actual Various Percent Sheltered from Original Bayside TIF Years 4 to 12; 100% Sheltered Years 13 to 30)									
TIF Year	Tax Year-April 1	Increased Assessed Value Real & PP Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non-Captured General Fund Revenues
4	2006	\$11,052,960	28.00%	\$3,094,829	16.31	\$50,477	\$0	\$50,477	\$129,797
5	2007	\$23,657,250	1.00%	\$236,573	17.10	\$4,045	\$0	\$4,045	\$400,494
6	2008	\$49,496,900	100.00%	\$49,496,900	17.74	\$878,075	\$0	\$878,075	\$0
7	2009	\$69,217,260	78.00%	\$53,989,463	17.74	\$957,773	\$0	\$957,773	\$270,141
8	2010	\$68,355,920	71.00%	\$48,532,703	17.92	\$869,706	\$478,338	\$391,368	\$355,232
9	2011	\$62,808,110	73.00%	\$45,849,920	18.28	\$838,137	\$427,450	\$410,687	\$309,996
10	2012	\$66,477,790	47.00%	\$31,244,561	18.82	\$588,023	\$441,017	\$147,006	\$663,089
11	2013	\$65,716,350	98.00%	\$64,402,023	19.41	\$1,250,043	\$450,016	\$800,028	\$25,511
12	2014	\$65,131,890	83.00%	\$54,059,469	20.00	\$1,081,189	\$443,288	\$637,902	\$221,448
13	2015	\$66,223,873	100.00%	\$66,223,873	20.40	\$1,350,967	\$472,838	\$878,129	\$0
14	2016	\$67,326,775	100.00%	\$67,326,775	20.81	\$1,400,936	\$476,318	\$924,617	\$0
15	2017	\$68,440,707	100.00%	\$68,440,707	21.22	\$1,452,597	\$479,357	\$973,240	\$0
16	2018	\$69,565,778	100.00%	\$69,565,778	21.65	\$1,506,005	\$361,441	\$1,144,564	\$0
17	2019	\$70,702,099	100.00%	\$70,702,099	22.08	\$1,561,217	\$359,080	\$1,202,137	\$0
18	2020	\$71,849,784	100.00%	\$71,849,784	22.52	\$1,618,291	\$356,024	\$1,262,267	\$0
19	2021	\$73,008,946	100.00%	\$73,008,946	22.97	\$1,677,287	\$352,230	\$1,325,056	\$0
20	2022	\$74,179,699	100.00%	\$74,179,699	23.43	\$1,738,267	\$365,036	\$1,373,231	\$0
21	2023	\$75,362,160	100.00%	\$75,362,160	23.90	\$1,801,295	\$0	\$1,801,295	\$0
22	2024	\$76,556,445	100.00%	\$76,556,445	24.38	\$1,866,438	\$0	\$1,866,438	\$0
23	2025	\$77,762,673	100.00%	\$77,762,673	24.87	\$1,933,762	\$0	\$1,933,762	\$0
24	2026	\$78,980,964	100.00%	\$78,980,964	25.36	\$2,003,339	\$0	\$2,003,339	\$0
25	2027	\$80,211,437	100.00%	\$80,211,437	25.87	\$2,075,241	\$0	\$2,075,241	\$0
26	2028	\$81,454,215	100.00%	\$81,454,215	26.39	\$2,149,542	\$0	\$2,149,542	\$0
27	2029	\$82,709,421	100.00%	\$82,709,421	26.92	\$2,226,320	\$0	\$2,226,320	\$0
28	2030	\$83,977,179	100.00%	\$83,977,179	27.46	\$2,305,653	\$0	\$2,305,653	\$0
29	2031	\$85,257,615	100.00%	\$85,257,615	28.00	\$2,387,625	\$0	\$2,387,625	\$0
30	2032	\$86,550,855	100.00%	\$86,550,855	28.56	\$2,472,319	\$0	\$2,472,319	\$0
27 Year TIF Total		\$481,914,430		\$350,906,441		\$40,044,566	\$5,462,433	\$34,582,134	\$2,375,708
Average Annual						\$1,483,132	\$202,312	\$1,280,820	\$87,989

Bayside TIF Model For FY07 to FY33 w OAV of \$44,066,380 as 3-31-2007

Exhibit A

10/17/2014

City of Portland TIF Tax Shifts for Bayside TIF

Original Area w 1st Expansion:

62.18 Acres

OAV a/o 3/31/2007:

\$44,066,380

Table Reflects:

- 1) Actual Percentages Captured Years 4 to 12
- 2) Projected 100% Captured Years 13 to 30
- 3) Actual Yearly Property Valuation Years 4 to 12
- 4) Projected Increase Property Valuation of 1% Years 13 to 30
- 5) Projected Increase of Mill Rate of 2% Years 13 to 30

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model							
Actual Percent Sheltered From Bayside TIF Years 4 to 12 (FY07 to FY15); 100% Projected Capture TIF Years 13 to 30 (FY16 to FY33)							
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
4	2006	\$11,052,960	\$3,094,829	\$25,068	\$2,016	\$1,638	\$28,722
5	2007	\$23,657,250	\$236,573	\$1,916	\$154	\$125	\$2,196
6	2008	\$49,496,900	\$49,496,900	\$400,925	\$32,240	\$26,169	\$459,333
7	2009	\$69,217,260	\$53,989,463	\$437,315	\$35,166	\$28,541	\$501,021
8	2010	\$68,355,920	\$48,532,703	\$393,115	\$31,612	\$25,660	\$450,386
9	2011	\$62,808,110	\$45,849,920	\$371,384	\$29,864	\$24,243	\$425,491
10	2012	\$66,477,790	\$31,244,561	\$253,081	\$20,351	\$16,527	\$289,959
11	2013	\$65,716,350	\$64,402,023	\$521,656	\$41,948	\$34,036	\$597,640
12	2014	\$65,131,890	\$54,059,469	\$437,882	\$35,212	\$28,577	\$501,671
13	2015	\$66,223,873	\$66,223,873	\$536,413	\$43,135	\$34,997	\$614,545
14	2016	\$67,326,775	\$67,326,775	\$545,347	\$43,853.22	\$35,579	\$624,779
15	2017	\$68,440,707	\$68,440,707	\$554,370	\$44,578.78	\$36,166	\$635,115
16	2018	\$69,565,778	\$69,565,778	\$563,483	\$45,311.60	\$36,760	\$645,554
17	2019	\$70,702,099	\$70,702,099	\$572,687	\$46,051.74	\$37,359	\$656,098
18	2020	\$71,849,784	\$71,849,784	\$581,983	\$46,799.28	\$37,964	\$666,747
19	2021	\$73,008,946	\$73,008,946	\$591,372	\$47,554.30	\$38,576	\$677,503
20	2022	\$74,179,699	\$74,179,699	\$600,856	\$48,316.87	\$39,193	\$688,366
21	2023	\$75,362,160	\$75,362,160	\$610,433	\$49,087.06	\$39,817	\$699,337
22	2024	\$76,556,445	\$76,556,445	\$620,107	\$49,884.96	\$40,447	\$710,419
23	2025	\$77,762,673	\$77,762,673	\$629,878	\$50,650.64	\$41,083	\$721,611
24	2026	\$78,980,964	\$78,980,964	\$639,746	\$51,444.17	\$41,725	\$732,915
25	2027	\$80,211,437	\$80,211,437	\$649,713	\$52,245.84	\$42,374	\$744,332
26	2028	\$81,454,215	\$81,454,215	\$659,779	\$53,055.12	\$43,029	\$755,863
27	2029	\$82,709,421	\$82,709,421	\$669,946	\$53,872.70	\$43,690	\$767,509
28	2030	\$83,977,179	\$83,977,179	\$680,215	\$54,698.45	\$44,359	\$779,272
29	2031	\$85,257,615	\$85,257,615	\$690,587	\$55,532.46	\$45,033	\$791,153
30	2032	\$86,550,855	\$86,550,855	\$701,062	\$56,375	\$45,715	\$803,152
27 Year TIF Total		\$1,852,035,056	\$1,721,027,067	\$13,940,319	\$1,120,989	\$909,379	\$15,970,688
Average Annual				\$516,308	\$41,518	\$33,681	\$591,507

Bayside TIF Model For FY07 to FY33 w OAV of \$44,066,380 ao 3-31-2007

Exhibit A

10/17/2014

City of Portland - TIF Values - For Expanded Area Only of Bayside TIF for TIF remaining years of FY16 to FY33

2nd Expanded Area:

67 acres

OAV a/o 3/31/2014:

\$78,251,800

Model Assumes:

- 1) 1% Yearly Increase in Valuation;
- 2) 2% Yearly Increased in Tax Rate; and,
- 3) 100% Yearly Capture Rate

City of Portland- Expanded Bayside TIF Projection Table - For Add'l 67 Acres; OAV \$78,251,800									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop. At 1%/Yr.	% of Value Captured	Captured Valuation	Projected Mill Rate (inc. 2%/Yr)	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
13	2015	\$782,518	100.00%	\$782,518	20.20	\$15,804	\$0	\$15,804	\$0
14	2016	\$1,572,861	100.00%	\$1,572,861	20.60	\$32,401	\$0	\$32,401	\$0
15	2017	\$2,371,108	100.00%	\$2,371,108	21.01	\$49,822	\$0	\$49,822	\$0
16	2018	\$3,177,337	100.00%	\$3,177,337	21.43	\$68,097	\$0	\$68,097	\$0
17	2019	\$3,991,628	100.00%	\$3,991,628	21.86	\$87,260	\$0	\$87,260	\$0
18	2020	\$4,814,063	100.00%	\$4,814,063	22.30	\$107,344	\$0	\$107,344	\$0
19	2021	\$5,644,721	100.00%	\$5,644,721	22.74	\$128,383	\$0	\$128,383	\$0
20	2022	\$6,483,686	100.00%	\$6,483,686	23.20	\$150,414	\$0	\$150,414	\$0
21	2023	\$7,331,041	100.00%	\$7,331,041	23.66	\$173,473	\$0	\$173,473	\$0
22	2024	\$8,186,870	100.00%	\$8,186,870	24.14	\$197,599	\$0	\$197,599	\$0
23	2025	\$9,051,256	100.00%	\$9,051,256	24.62	\$222,831	\$0	\$222,831	\$0
24	2026	\$9,924,287	100.00%	\$9,924,287	25.11	\$249,211	\$0	\$249,211	\$0
25	2027	\$10,806,048	100.00%	\$10,806,048	25.61	\$276,780	\$0	\$276,780	\$0
26	2028	\$11,696,626	100.00%	\$11,696,626	26.13	\$305,582	\$0	\$305,582	\$0
27	2029	\$12,596,111	100.00%	\$12,596,111	26.65	\$335,664	\$0	\$335,664	\$0
28	2030	\$13,504,590	100.00%	\$13,504,590	27.18	\$367,070	\$0	\$367,070	\$0
29	2031	\$14,422,154	100.00%	\$14,422,154	27.72	\$399,851	\$0	\$399,851	\$0
30	2032	\$15,348,893	100.00%	\$15,348,893	28.28	\$434,056	\$0	\$434,056	\$0
18 Year TIF Total		\$141,705,797		\$141,705,797		\$3,601,642	\$0	\$3,601,642	\$0
18 Year Averages						\$200,091.20		\$200,091.20	

Exhibit A

10/17/2014

City of Portland - TIF Tax Shifts For Expanded Area Only of Bayside TIF for TIF remaining years of FY16 to FY33

2nd Expanded Area: 67 acres
OAV a/o 3/31/2014: \$78,251,800

Model Assumes:

- 1) 1% Yearly Increase in Valuation;
- 2) 2% Yearly Increased in Tax Rate; and,
- 3) 100% Yearly Capture Rate

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- Expanded Area Only of Bayside - TIF Projection Model							
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
13	2015	\$782,518	\$782,518	\$6,338	\$510	\$414	\$7,262
14	2016	\$1,572,861	\$1,572,861	\$12,740	\$1,024	\$833	\$14,597
15	2017	\$2,371,108	\$2,371,108	\$19,206	\$1,544	\$1,255	\$22,006
16	2018	\$3,177,337	\$3,177,337	\$25,736	\$2,070	\$1,682	\$29,488
17	2019	\$3,991,628	\$3,991,628	\$32,332	\$2,600	\$2,113	\$37,045
18	2020	\$4,814,063	\$4,814,063	\$38,994	\$3,136	\$2,548	\$44,678
19	2021	\$5,644,721	\$5,644,721	\$45,722	\$3,677	\$2,988	\$52,387
20	2022	\$6,483,686	\$6,483,686	\$52,518	\$4,223	\$3,432	\$60,173
21	2023	\$7,331,041	\$7,331,041	\$59,381	\$4,775	\$3,880	\$68,037
22	2024	\$8,186,870	\$8,186,870	\$66,314	\$5,333	\$4,333	\$75,979
23	2025	\$9,051,256	\$9,051,256	\$73,315	\$5,896	\$4,790	\$84,001
24	2026	\$9,924,287	\$9,924,287	\$80,387	\$6,464	\$5,252	\$92,103
25	2027	\$10,806,048	\$10,806,048	\$87,529	\$7,039	\$5,719	\$100,286
26	2028	\$11,696,626	\$11,696,626	\$94,743	\$7,619	\$6,190	\$108,551
27	2029	\$12,596,111	\$12,596,111	\$102,028	\$8,204	\$6,666	\$116,899
28	2030	\$13,504,590	\$13,504,590	\$109,387	\$8,796	\$7,146	\$125,330
29	2031	\$14,422,154	\$14,422,154	\$116,819	\$9,394	\$7,632	\$133,845
30	2032	\$15,348,893	\$15,348,893	\$124,326	\$9,997	\$8,122	\$142,446
18 Year TIF Total		\$141,705,797	\$141,705,797	\$1,147,817	\$92,300	\$74,995	\$1,315,112
18 Year TIF Averages				\$63,767.61	\$5,127.77	\$4,166.37	\$73,061.75

O:\TIF\Bayside\Expanded Bayside TIF FY2015\Bayside TIF Model For FY16 to FY33 - Expanded Area Only w OAV of \$78,251,800 as 3-31-2014

I. Introduction/Updated 2014

East and West Bayside continue to be gateways to Portland's peninsula. A lot of changes to East and West Bayside have occurred since the Bayside (West) TIF Districted was adopted by the City Council on March 17, 2003. Relocation of one scrap yard and the addition of new medical office buildings, new housing for college students, planned market rate housing and commercial space associated with the Federated Midtown Project, two new grocery stores, pharmacies, and financial institutions have transformed West Bayside's industrial heritage to a more compact urban development pattern, which extends the Central Business District to I-295. East Bayside has been experiencing its own transformation with new coffee shops, artist studios, and new housing. Continued attention to the West Bayside TIF District is needed to fulfill the *Bayside Vision*, the front and center of the Portland peninsula, has long been characterized by its industrial heritage. Today, much of the commercial area of the Bayside landscape consists of vacant railroad land, large warehouses, parking lots and two operating scrap metal recycling facilities. These uses exist in the context of a city and an active Bayside Neighborhood Association that is enthusiastic about building a community where families can live, work, shop and play, enjoying the convenience of a vibrant, 24 hour urban setting. It has been long recognized that denser, more compatible development is the key to realizing the dream of a revitalized Bayside.

History

In 1996, the process began when the City of Portland obtained funding from the Environmental Protection Agency (EPA) to undertake a Brownfield's Pilot Project in Bayside. The City designated a ten-lot, 14-acre parcel between Oxford Street and Marginal Way as the Bayside Brownfield's Project Area and has since created a \$500,000 loan fund for the express purpose of cleaning up the site to clear the way for future development. The study area was subsequently enlarged to incorporate the area from Congress Street to I-295, and from Franklin Arterial to Forest Avenue, which is approximately 12945 acres.

Since 1996, the City of Portland has been working with a team of consultants on planning for opportunities for the reuse of the Bayside land. An extensive public participation process, which involved hundreds of participants, produced a plan entitled "A New Vision for Bayside". The Bayside plan identifies the following eleven development principles and five critical actions in order to transform this area into a vital, productive and diverse urban neighborhood:

Development Principles

- Urban Gateway
- Economic and Employment Opportunities
- A Walkable District
- A Critical Mass of Dwellings
- Transit Oriented Development
- Multi-level Parking Structures
- A Neighborhood Center
- Recreation and Open Space

- A Social Service Network
- Environmental Remediation
- Scrap yard Redevelopment

Critical Actions

- Acquire the Railroad Property
- Redevelop the Scrap yard Parcels
- Build More Housing
- Create Transit Oriented Development
- Secure the Future of Portland's Social Service Network

Public participation continues to be an ongoing aspect of the Plan's implementation. The Bayside Neighborhood Association and the Bayside Community Development Corporation Development Committee ("BDC") includes neighborhood property owners, residents, commercial owners and tenants, ~~representatives from surrounding neighborhoods and various interest groups.~~ There are also several BDC subcommittees focused on specific plan aspects. They include Housing, Trail & Open Space, Co-Development and Transportation.

Since adopting the Bayside Vision Plan in December 1999 as a part of the Comprehensive Plan, the City has moved forward on several of the identified critical actions. After several years of complex negotiations with Guilford Transportation and the Maine Department of Transportation, the City purchased the Railroad property. Using Housing and Urban Development ("HUD") and Economic Development Administration ("EDA") funding, this 6+ acre parcel made the City a major property owner in the area of Bayside slated primarily for commercial redevelopment.

EDA and City Capital Improvement Funds have been used to rebuild the sewer system along Somerset Street, adjacent to the railroad parcel, as well as to extend Chestnut Street from Somerset Street to Marginal Way. These improvements were key infrastructure investments for new development in Bayside. The City ~~is continues to be~~ committed to investing in Bayside as funding becomes available, but clearly a variety of financing mechanisms have been and will continue to be needed.

With these first actions completed, ~~attention is now being~~ has been focused on the need for structured parking and the relocation of the two operating scrap metal recycling facilities ~~associated with the Federated Midtown Project.~~ At meeting after meeting, ~~then Bayside Development Committee (BDC) members have stated unequivocally that the~~ Bayside ~~p~~Plan cannot be implemented to its fullest without structured parking; and that the entire redevelopment plan hinges upon the relocation of the scrap metal recycling facilities. Furthermore, it is clear that the private sector cannot afford to make new investments in Bayside that include the cost of creating structured parking, nor can the market alone bear the cost of relocating the scrap metal recycling facilities.

The first such private development project which included constructing garages occurred on property that was sold by the City to two private developers (Capital, LLC and Southern Maine Student Housing, LLC) who planned a then estimated \$38,400,000 in

new taxable commercial investment. The project consisted of a 72,000 sq. ft. office building, perched upon a 430 space parking garage with ground floor retail, alongside a 405 bed student housing facility with a 130 space parking garage. The cost of constructing the structured parking added more costs to the project than market rents could support, so financing relief was sought through the use of Credit Enhancement Agreements (Exhibit D) so that the project moved forward with the density sought for Bayside. This entire investment occupies just over 3 acres by reducing the footprint and allowing for vertical expansion.

The purpose of this Amended TIF application is to create an increased revenue source that can meet these needs, as well as other development principles and critical actions items contained in the *Bayside Vision Report I and II*, and to expand the District to include all of the Bayside area included in the *Bayside Vision*. With respect to building parking garages to facilitate high-density development, whether publicly owned and pledged as a repayment for a bond, or privately owned and financed through the use of Credit Enhancement Agreements, the TIF funds will help create the structured parking appropriate for an urban area. In addition, this TIF will provide the funds necessary to relocate the two scrap metal recycling facilities, including pledging the future tax revenue as a repayment source to HUD, who has agreed to fund the capital costs of this effort with a \$3,900,000 loan. This TIF designation will add another source of revenue to the implementation of the overall plan for the redevelopment of Bayside and will exist in the context of that larger effort. The Bayside TIF District is meant to be complimentary to the efforts mentioned above and those planned for the future.

With a funding source for structured parking created through this TIF, the City's Division of Economic Development will market Bayside to prospective businesses and developers. As development within the District occurs, additional revenue will be captured in this program, which would be directed toward financing the design and construction of a public garage, and/or allocated through the use of Credit Enhancement Agreements to allow developers to finance and construct garages along with commercial building projects.

The first such project is anticipated to occur on property that is being sold by the City to two private developers (Capital, LLC and Southern Maine Student Housing, LLC) who are planning an estimated \$38,400,000 in new taxable commercial investment. The project consists of a 72,000 sq. ft. office building, perched upon a 430 space parking garage with ground floor retail, alongside a 405 bed student housing facility with a 130 space parking garage. The cost of constructing the structured parking would add more costs to the project than market rents could support, so financing relief is being sought through the use of Credit Enhancement Agreements (Exhibit D) so that the project can move forward with the density sought for Bayside. This entire investment will only occupy just over 3 acres by reducing the footprint and allowing for vertical expansion.

This Amended TIF District will assist in accomplishing the goals of the *Bayside Vision*. The public benefits associated with an expanded Bayside TIF District include:

- Provide support for Portland's continued economic development;
- Help increase the vibrancy and stability of the Bayside neighborhood;
- Create employment opportunities for area residents;
- Produce tax shift benefits averaging an estimated savings to the City of \$680,307 annually;
- Improve the general economy of Portland and the State of Maine.

II. Amended Development Program

A. The Amended Project

With this amended and restated Development Program, tThe City of Portland seeks to expandthe designation of the Bayside Redevelopment Tax Increment Financing District to align with the area of Bayside contained in the Bayside Vision Plans I and II for the purposes of:

- creating a publicly owned multi-level additional parking structures
- entering into Credit Enhancement Agreements with developers to facilitate the construction of new taxable commercial investment in Bayside
- relocation of the one remaining scrap metal recycling facility and acquisition of scrap metal yard site
- infrastructure (roadway and sidewalk) located in District
- pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances Bayside investment;
- public infrastructure improvements for both pedestrians and transit, lighting, and open space/trailsand
- supporting the Eeconomic dDevelopment divisionDepartment with funds to market and prepare for redevelopment land in Bayside
- cover the City's Economic Development Department staff costs-

The success of these efforts will enhance the City's ability to attract new investment to Bayside, leading to a densely developed commercial district, which will create new taxable value and provide expanded opportunities for employment. The City's Division of Economic Development Department will market the City's land as potential building sites to prospective businesses and developers, in addition to promoting Bayside as a whole.

B. The Amended Development District

Properties that are to be designated as part of the Amendeda TIF District and are the subject of this application are shown on the revised attached map (Exhibit C), containing approximately 67 acres with an original assessed value of \$78,251,800 - real property value only - as of March 31, 2014. When this 67 acres is added to the existing Bayside TIF District of 62.18, the Amended District would total 129.18 acres
Note: The City is now adjusting the previously submitted approved acreage of 77 to 62.18 based on current City GIS mapping. This adjustment is reflective of the

properties which make up the original assessed value for the district as of 3/31/2007 of \$44,066.380 – real and personal property value.-

The Amended TIF District will apply to only new value generated within the District and will not affect the current property tax base.

C. *The Amended Development Program*

The City of Portland, by designating the Amended Bayside Redevelopment TIF District, will potentially capture all new investments made within the Amended District. The City is projecting to capture ~~on average 58~~up to 100% of the new assessed value over the original assessed value, and retain from the district the new tax revenues generated from that captured assessed value. These revenues will be allocated to the Project Cost Account for the purposes described in II.A. above. Each year, the City Council may adjust the specific amount to be captured and retained for purposes of this Amended TIF, based upon the needs of the Amended District, and the commitments made through Credit Enhancement Agreements, collateral for loan or bond repayment, and the like.

D. *Municipal Use of TIF Revenues*

The City of Portland seeks authorization to utilize the revenues generated from the Amended Bayside TIF District to support economic development in Bayside through the development of a multi-level parking structures, as a source of repayment ~~for to a HUD loan or any other agency or entity that finances Bayside investment to relocate the scrap metal recycling facilities, as well as to assist in any relocation of the remaining scrap metal recycling facility not associated with a HUD loan,~~ or for any other City borrowing so authorized for the benefit of the District, including infrastructure improvements for both pedestrians and transit, lighting, and open space/trails, as detailed in II.A above. In addition, the City will allocate a portion of the retained revenue to the Economic Development ~~Department~~division to support staffing and marketing efforts to attract additional development in Bayside, and to make commercial investments in land and infrastructure deemed appropriate for the economic redevelopment of the District. The City may also, from time to time, enter into Credit Enhancement Agreements to promote additional commercial taxable investment within the District.

See Table 1 Below for Municipal Use of TIF Revenues, Statutory Citation, and Cost Estimates – Citations all refer to Title 30-A, Chapter 206, Section 5225.

<u>Municipal Use of TIF Revenues</u>	<u>Statutory Citation</u>	<u>Cost Estimate</u>
<u>Create Additional Parking Structures</u>	(1)(A)	<u>\$10,000,000</u>
<u>Credit Enhancement Agreements (Approved)</u>	(1)(A)	<u>\$6,000,000 over life of TIF District</u>
<u>Relocate one remaining scrap metal recycling facility and acquisition of scrap metal yard site</u>	(1)(A)	<u>T/B/D</u>
<u>Infrastructure (roadway and sidewalk) located in District</u>	(1)(A)	<u>T/B/D</u>
<u>Pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances Bayside investment</u>	(1)(A)	<u>\$6,000,000 over life of TIF District</u>
<u>Public infrastructure improvements for both pedestrians and transit, lighting, and open space/trails</u>	(1)(A)	<u>T/B/D</u>
<u>Supporting the Economic Development Department with funds to market and prepare for redevelopment land in Bayside</u>	(1)(A)	<u>\$500,000</u>
<u>Cover the City's Economic Development Department staff costs</u>	(1)(A) and (1)(C)(1)	<u>\$250,000/annual</u>

E. Operational Components

1. ~~4.~~ Public Facilities

The City will invest in projects to further goals of the *Bayside Vision*, as outlined in II.A above.

2. Uses of Private Property

The Amended Bayside Economic Redevelopment Program and TIF District includes both public and private property. The funds generated from this district will be used to support commercial investment on both public and private land.

3. Plans for relocation of persons displaced by development activities.

Though not contemplated at this point, any possible relocation costs of displaced persons resulted from one or more City projects funded through this Amended Development Program shall be covered by the City as required.

24. Environmental Controls

The Amended Development Program proposes improvements that will comply with all federal, state and local rules and regulations and applicable land use requirements.

53. Plan of Operation of Amended District

During the life of the Amended Tax Increment Financing Districts, the City of Portland, City Council, or their designee, will be responsible for the administration of the Districts.

III. Physical Description

A. Total acreage of the municipality: 12,386 taxable acres

B. Total acreage proposed for amended tax increment financing district: ~~76~~ acres
62.18 acres – Approved TIF District
67.00 acres – Proposed TIF District Expansion
129.18 total acres

C. Percent of line B of line A (line B divided by line A cannot exceed 2%):
1.00.614%

D. Total acreage of all existing and proposed TIF Districts in the municipality as of 6/30/2014: ~~153.9~~ acres
Existing (inc. TOD): 216.50 (Includes existing Bayside of 62.18 acres)
Less TOD Acres: -30.00
Proposed: 67.00
Total: 253.50

E. Percent line D of line A (cannot exceed 5%): 21.24%

F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:

1. Blighted acres N/A. Line F1 divided by line B = _____.
2. Acreage in need of rehabilitation, redevelopment or conservation N/A. Line F2 divided by line B = _____.
3. Acreage suitable for commercial siting = 129.1876. Line F3 divided by line B = 100%.

G. Enclosed municipal maps:

1. Area map showing site location of the Amended TIF District in relation to geographic location of municipality (Exhibit B).
2. Site map showing tax map locations of the and Amended TIF District (Exhibit C).

IV. Financial Plan

A. *Costs and Sources of Revenues*

The original Bayside TIF District comprised an area of approximately 11 acres of real property with an original assessed value of \$1,608,190 as of March 31, 2002. On July 6, 2005, the City Council authorized an expansion of the TIF District as shown on Exhibit C to a total of 7662.18 acres (see explanation in II.B above), with a revised original assessed value of \$44,066,380 as of March 31, 2007 – real and personal property value. Exhibit C is the map which also highlight the Amended District encompassing the original 62.18 acres, as well as the 67 acres for this expansion. The real property value in this expanded area of 67 acres has an Original Assessed Value as of March 31, 2014, of \$78,251,800. The incremental development within the District is estimated to add an additional \$24,425,930 of new assessed value to the City in FY 08. With additional investments planned, the increase in assessed value in FY 09 is estimated to be \$52,390,930, which will rise further in FY 10 to an estimated \$74,089,830.

The Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the Districts to be captured and designated as TIF Revenues. The City will apply the retained revenues to the economic development activities described in the Amended Development Program. To date, these activities include:

- Assisting with the Financing for a City-Parking StructuresGarage – est. \$107,000,000+
- Credit Enhancement Agreements with Capital, LLC and Southern Maine Student Housing, LLC for the construction of 550 structured parking spaces - \$6,000,000 (\$450,000 per year for 10 years, and \$300,000 per year for an additional 5 years).
- Relocate one remaining scrap metal recycling facility and acquisition of scrap metal yard site
- Infrastructure (roadway and sidewalk) located in District
- Pledging TIF revenue as a Rrepayment source for HUD or any other agency or entity that finances Bayside investmentLoan to Relocate Scrap Metal Reeycling Facilities—est. \$6,300,000 (\$400,000 per year for 15 years).
- Public infrastructure improvements for both pedestrians and transit, lighting and open space/trails;

- Economic Development Department Division Staffing and Land Preparation and Marketing – est. \$500,000;
- Cover the City's Economic Development Department staff costs -- est. \$250,000/annually.

The attached Revised Exhibit A details the projections of retained revenues based upon the anticipated assessed value increases within the District. Revised Exhibit A is a projection based upon best available information and is included for demonstration purposes only. No assurances are provided as to the results reflected therein.

B. Development Program Account

This Development Program requires establishment of a Development Program Account pledged to, and charged with, the payment of the project costs in the manner outlined in 30-A M.R.S.A. §5254 (3)(A)(2).

The Bayside TIF Development Program Account is established consisting of a project cost account ("Project Cost Account") pledged to, and charged with, payment of project costs. The Project Cost Account shall consist of Company Cost Subaccounts (Company Cost Subaccount), pledged to and charged with payment to authorized companies under the terms of an approved Credit Enhancement Agreement for reimbursements for eligible project costs, and a City Cost Subaccount (the "City Cost Subaccount") pledged to, and charged with, payment to the City for the cost of approved economic development expenses.

C. Financing Plan

The original TIF District comprised an area of approximately 11 acres of real and personal property. The value of the real and personal property within the district as of March 31, 2002 was established as the original assessed value. With the subsequent expansion, the value of the additional real and personal property within the district expansion as of March 31, 2007 was established as the original assessed value, with that value being \$44,066,380. With this additional expansion from 62.18 to add 67 acres to the District, for a total of 129.16 acres, the value of real property within the expanded District of 67 acres has a March 31, 2014 date established as the original assessed value, or \$78,251,800 as detailed in Section IV.A. above.

The developments within the described Amended Bayside TIF District will add significant new taxable value in the City of Portland. TIF revenues will be allocated as described on Revised Exhibit A to finance the costs described in the Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained, or a specific amount to be retained within the Amended District, and the actual annual assessed value within the Amended District, to be determined by the City Council on a yearly basis.

V. Amended Financial Data

A. Total 2014~~07~~ value of equalized property in the municipality:
~~\$7,551,450,000~~653,400,000

B. Original assessed value of all properties in all existing and proposed TIF districts:

Existing	<u>\$296,740,160</u> <u>23,655,200</u> (Includes existing Bayside TIF)
Less TOD:	<u>-\$4,970,470</u>
Proposed	<u>\$78,251,800</u> <u>44,066,380</u>
Total	<u>\$370,021,490</u> <u>67,721,580</u>

Line B divided by line A = 4.90.88% (cannot exceed 5%).

C. Estimate of increased assessed value by year after implementation of the development program: See Revised Exhibit A

D. Percentage of increased assessed value to be applied to the development program fund: See Revised Exhibit A

E. Estimated annual tax increment: \$729,0571,717,654 (Average)

F. Total average annual value of development program fund: \$629,1671,717,654 (Average)

G. Annual principal and interest payment of bonded indebtedness: N/A at this time

H. Financial assumptions and safeguards: The City of Portland is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit.

VI. Tax Shifts

A. *Average Annual Amount:*

General Purpose Aid to Education Tax Shift: \$352,398593,812

Municipal Revenue Sharing Tax Shift: \$68,36047,751

County Tax Shift: \$46,13738,745

Total Average Annual Savings: \$466,895680,307

VII. Municipal Approvals

A. Public Hearing Notice

The City of Portland did give proper Notice of Public Hearing in accordance with the requirements of 30-A M.R.S.A. §5253. The notice was published on November 3, 2014, ~~May 19, 2006~~ in a newspaper of general circulation (see Exhibit E).

B. Public Hearing

A Public Hearing at which the proposed Amended Bayside Municipal Tax Increment Financing District was discussed was held on November 17, 2014, ~~June 5, 2006~~ in the Portland City Council Chambers. A copy of the minutes of that meeting is included as Exhibit F.

C. Authorizing Votes

An attested copy of the resolution of the Portland City Council designating the Amended Municipal TIF district created for the implementation of the Bayside Redevelopment Program is included as Exhibit G.

D. Assessors Certification

An attested copy of the certification by the City of Portland Tax Assessor as to the revised Original Assessed Value of the expanded Bayside Municipal Tax Increment Financing District is included as Exhibit H.

City of Portland

Bayside Economic Redevelopment Program and Tax Increment Financing Program

Prepared by:

The City of Portland Economic Development Department

Enacted by the Portland City Council March 17, 2003

Revised by the Portland City Council July 6, 2005

Revised by the Portland City Council November 21, 2005

Revised by the Portland City Council June 5, 2006

Revised by the Portland City Council November 17, 2014

Section:

- I. Introduction/Updated 2014
- II. Amended Development Program
- III. Physical Description
- IV. Financial Plan
- V. Amended Financial Data
- VI. Tax Shifts
- VII. Municipal Approvals

Exhibits:

- A. Revised TIF Models and Tax Shifts
- B. Area Map Showing Site location
- C. Map of Existing and Expanded Bayside TIF District
- D. Credit Enhancement Agreements (Approved as of 11/17/2014)
- E. Notice of Public Hearing
- F. City Council Minutes
- G. City Council Order
- H. Original Assessed Values/Assessor's Certificate
 - 1. Assessor's Certificate of OAV for Existing Bayside TIF District as of 3/31/2007
 - 2. Assessor's Certificate of OAV for Expanded Area of Bayside TIF District as of 3/31/2013

I. Introduction/Updated 2014

East and West Bayside continue to be gateways to Portland's peninsula. A lot of changes to East and West Bayside have occurred since the Bayside (West) TIF Districted was adopted by the City Council on March 17, 2003. Relocation of one scrap yard and the addition of new medical office buildings, new housing for college students, planned market rate housing and commercial space associated with the Federated Midtown Project, two new grocery stores, pharmacies, and financial institutions have transformed West Bayside's industrial heritage to a more compact urban development pattern, which extends the Central Business District to I-295. East Bayside has been experiencing its own transformation with new coffee shops, artist studios, and new housing. Continued attention to the West Bayside TIF District is needed to fulfill the *Bayside Vision*.

History

In 1996, the process began when the City of Portland obtained funding from the Environmental Protection Agency (EPA) to undertake a Brownfield's Pilot Project in Bayside. The City designated a ten-lot, 14-acre parcel between Oxford Street and Marginal Way as the Bayside Brownfield's Project Area and has since created a \$500,000 loan fund for the express purpose of cleaning up the site to clear the way for future development. The study area was subsequently enlarged to incorporate the area from Congress Street to I-295, and from Franklin Arterial to Forest Avenue, which is approximately 129 acres.

Since 1996, the City of Portland has been working with a team of consultants on planning for opportunities for the reuse of the Bayside land. An extensive public participation process, which involved hundreds of participants, produced a plan entitled "A New Vision for Bayside". The Bayside plan identifies the following eleven development principles and five critical actions in order to transform this area into a vital, productive and diverse urban neighborhood:

Development Principles

- Urban Gateway
- Economic and Employment Opportunities
- A Walkable District
- A Critical Mass of Dwellings
- Transit Oriented Development
- Multi-level Parking Structures
- A Neighborhood Center
- Recreation and Open Space
- A Social Service Network
- Environmental Remediation
- Scrap yard Redevelopment

Critical Actions

- Acquire the Railroad Property
- Redevelop the Scrap yard Parcels
- Build More Housing
- Create Transit Oriented Development
- Secure the Future of Portland's Social Service Network

Public participation continues to be an ongoing aspect of the Plan's implementation. The Bayside Neighborhood Association and the Bayside Community Development Corporation include neighborhood property owners, residents, commercial owners and tenants.

Since adopting the Bayside Vision Plan in December 1999 as a part of the Comprehensive Plan, the City has moved forward on several of the identified critical actions. After several years of complex negotiations with Guilford Transportation and the Maine Department of Transportation, the City purchased the Railroad property. Using Housing and Urban Development ("HUD") and Economic Development Administration ("EDA") funding, this 6+ acre parcel made the City a major property owner in the area of Bayside slated primarily for commercial redevelopment.

EDA and City Capital Improvement Funds have been used to rebuild the sewer system along Somerset Street, adjacent to the railroad parcel, as well as to extend Chestnut Street from Somerset Street to Marginal Way. These improvements were key infrastructure investments for new development in Bayside. The City continues to be committed to investing in Bayside as funding becomes available, but clearly a variety of financing mechanisms have been and will continue to be needed.

With these first actions completed, attention has been focused on the need for structured parking associated with the Federated Midtown Project. At meeting after meeting, then Bayside Development Committee (BDC) members stated unequivocally that the Bayside Plan cannot be implemented to its fullest without structured parking; and that the entire redevelopment plan hinges upon the relocation of the scrap metal recycling facilities. Furthermore, it is clear that the private sector cannot afford to make new investments in Bayside that include the cost of creating structured parking, nor can the market alone bear the cost of relocating the scrap metal recycling facilities.

The first such private development project which included constructing garages occurred on property that was sold by the City to two private developers (Capital, LLC and Southern Maine Student Housing, LLC) who planned a then estimated \$38,400,000 in new taxable commercial investment. The project consisted of a 72,000 sq. ft. office building, perched upon a 430 space parking garage with ground floor retail, alongside a 405 bed student housing facility with a 130 space parking garage. The cost of constructing the structured parking added more costs to the project than market rents could support, so financing relief was sought through the use of Credit Enhancement Agreements (Exhibit D) so that the project moved forward with the density sought for Bayside. This entire investment occupies just over 3 acres by reducing the footprint and allowing for vertical expansion.

The purpose of this Amended TIF application is to create an increased revenue source that can meet these needs, as well as other development principles and critical actions items contained in the *Bayside Vision Report I and II*, and to expand the District to include all of the Bayside area included in the *Bayside Vision*.

This Amended TIF District will assist in accomplishing the goals of the *Bayside Vision*. The public benefits associated with an expanded Bayside TIF District include:

- Provide support for Portland's **continued economic development**;
- Help increase the **vibrancy and stability of the Bayside neighborhood**;
- Create **employment opportunities** for area residents;
- Produce **tax shift benefits** averaging an estimated savings to the City of \$680,307 annually;
- Improve the general economy of Portland and the State of Maine.

II. Amended Development Program

A. *The Amended Project*

With this amended and restated Development Program, the City of Portland seeks to expand the Bayside Redevelopment Tax Increment Financing District to align with the area of Bayside contained in the *Bayside Vision Plans I and II* for the purposes of:

- create additional parking structures
- entering into Credit Enhancement Agreements with developers to facilitate the construction of new taxable commercial investment in Bayside
- relocation of the one remaining scrap metal recycling facility and acquisition of scrap metal yard site
- infrastructure (roadway and sidewalk) located in District
- pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances Bayside investment
- public infrastructure improvements for both pedestrians and transit, lighting, and open space/trails
- supporting the Economic Development Department with funds to market and prepare for redevelopment land in Bayside
- cover the City's Economic Development Department staff costs

The success of these efforts will enhance the City's ability to attract new investment to Bayside, leading to a densely developed commercial district, which will create new taxable value and provide expanded opportunities for employment. The City's Economic Development Department will market the City's land as potential building sites to prospective businesses and developers, in addition to promoting Bayside as a whole.

B. *The Amended Development District*

Properties that are to be designated as part of the Amended TIF District and are the subject of this application are shown on the revised attached map (Exhibit C), containing approximately 67 acres with an original assessed value of \$78,251,800 - real property value only - as of March 31, 2014. When this 67 acres is added to the existing Bayside TIF District of 62.18, the Amended District would total 129.18 acres

Note: The City is now adjusting the previously submitted approved acreage of 77 to 62.18 based on current City GIS mapping. This adjustment is reflective of the properties which make up the original assessed value for the district as of 3/31/2007 of \$44,066,380 – real and personal property value.

The Amended TIF District will apply to only new value generated within the District and will not affect the current property tax base.

C. The Amended Development Program

The City of Portland, by designating the Amended Bayside Redevelopment TIF District, will potentially capture all new investments made within the Amended District. The City is projecting to capture up to 100% of the new assessed value over the original assessed value, and retain from the district the new tax revenues generated from that captured assessed value. These revenues will be allocated to the Project Cost Account for the purposes described in II.A. above. Each year, the City Council may adjust the specific amount to be captured and retained for purposes of this Amended TIF, based upon the needs of the Amended District, and the commitments made through Credit Enhancement Agreements, collateral for loan or bond repayment, and the like.

D. Municipal Use of TIF Revenues

The City of Portland seeks authorization to utilize the revenues generated from the Amended Bayside TIF District to support economic development in Bayside through the development of multi-level parking structures, as a source of repayment to HUD or any other agency or entity that finances Bayside investment, as well as to assist in any relocation of the remaining scrap metal recycling facility not associated with a HUD loan, or for any other City borrowing so authorized for the benefit of the District, including infrastructure improvements for both pedestrians and transit, lighting, and open space/trails, as detailed in II.A above. In addition, the City will allocate a portion of the retained revenue to the Economic Development Department to support staffing and marketing efforts to attract additional development in Bayside, and to make commercial investments in land and infrastructure deemed appropriate for the economic redevelopment of the District. The City may also, from time to time, enter into Credit Enhancement Agreements to promote additional commercial taxable investment within the District.

See Table 1 Below for Municipal Use of TIF Revenues, Statutory Citation, and Cost Estimates – Citations all refer to Title 30-A, Chapter 206, Section 5225.

Municipal Use of TIF Revenues	Statutory Citation	Cost Estimate
Create Additional Parking Structures	(1)(A)	\$10,000,000
Credit Enhancement Agreements (Approved)	(1)(A)	\$6,000,000 over life of TIF District
Relocate one remaining scrap metal recycling facility and acquisition of scrap metal yard site	(1)(A)	T/B/D
Infrastructure (roadway and sidewalk) located in District	(1)(A)	T/B/D
Pledging TIF revenue as a repayment source to HUD or any other agency or entity that finances Bayside investment	(1)(A)	\$6,000,000 over life of TIF District
Public infrastructure improvements for both pedestrians and transit, lighting, and open space/trails	(1)(A)	T/B/D
Supporting the Economic Development Department with funds to market and prepare for redevelopment land in Bayside	(1)(A)	\$500,000
Cover the City's Economic Development Department staff costs	(1)(A) and (1)(C)(1)	\$250,000/annual

E. Operational Components

1. Public Facilities

The City will invest in projects to further goals of the *Bayside Vision*, as outlined in II.A above.

2. Uses of Private Property

The Amended Bayside Economic Redevelopment Program and TIF District includes both public and private property. The funds generated from this district will be used to support commercial investment on both public and private land.

3. Plans for relocation of persons displaced by development activities.

Though not contemplated at this point, any possible relocation costs of displaced persons resulted from one or more City projects funded through this Amended Development Program shall be covered by the City as required.

4. Environmental Controls

The Amended Development Program proposes improvements that will comply with all federal, state and local rules and regulations and applicable land use requirements.

5. Plan of Operation of Amended District

During the life of the Amended Tax Increment Financing District, the City of Portland, City Council, or their designee, will be responsible for the administration of the District.

III. Physical Description

A. Total acreage of the municipality: 12,386 taxable acres

B. Total acreage proposed for amended tax increment financing district:
62.18 acres – Approved TIF District
67.00 acres – Proposed TIF District Expansion
129.18 total acres

C. Percent of line B of line A (line B divided by line A cannot exceed 2%): 1.04%

D. Total acreage of all existing and proposed TIF Districts in the municipality as of 6/30/2014:

Existing (inc. TOD):	216.50 (Includes existing Bayside of 62.18 acres)
Less TOD Acres:	-30.00
Proposed:	67.00
Total:	253.50

E. Percent line D of line A (cannot exceed 5%): 2%

F. Not less than 25%, by area, of the real property within a development district shall meet at least one of the following criteria:

1. Blighted acres N/A. Line F1 divided by line B = _____.
2. Acreage in need of rehabilitation, redevelopment or conservation N/A. Line F2 divided by line B = _____.
3. Acreage suitable for commercial siting = 129.18. Line F3 divided by line B = 100%.

G. Enclosed municipal maps:

1. Area map showing site location of the Amended TIF District in relation to geographic location of municipality (Exhibit B).
2. Site map showing tax map locations of the Amended TIF District (Exhibit C).

IV. Financial Plan

A. *Costs and Sources of Revenues*

The original Bayside TIF District comprised an area of approximately 11 acres of real property with an original assessed value of \$1,608,190 as of March 31, 2002. On July 6, 2005, the City Council authorized an expansion of the TIF District as shown on Exhibit C to a total of 62.18 acres (see explanation in II.B above), with a revised original assessed value of \$44,066,380 as of March 31, 2007 – real and personal property value. Exhibit C is the map which also highlight the Amended District encompassing the original 62.18 acres, as well as the 67 acres for this expansion. The real property value in this expanded area of 67 acres has an Original Assessed Value as of March 31, 2014, of \$78,251,800.

The Amended Development Program provides for the new tax revenues generated by the increase in assessed value of the District to be captured and designated as TIF Revenues. The City will apply the retained revenues to the economic development activities described in the Amended Development Program. To date, these activities include:

- Assisting with the Financing for Parking Structures – est. \$10,000,000+
- Credit Enhancement Agreements with Capital, LLC and Southern Maine Student Housing, LLC for the construction of 550 structured parking spaces - \$6,000,000 (\$450,000 per year for 10 years, and \$300,000 per year for an additional 5 years).
- Relocate one remaining scrap metal recycling facility and acquisition of scrap metal yard site
- Infrastructure (roadway and sidewalk) located in District
- Pledging TIF revenue as a repayment source for HUD or any other agency or entity that finances Bayside investment (\$400,000 per year for 15 years).
- Public infrastructure improvements for both pedestrians and transit, lighting and open space/trails;
- Economic Development Department Staffing and Land Preparation and Marketing – est. \$500,000;
- Cover the City's Economic Development Department staff costs – est. \$250,000/annually.

The attached Revised Exhibit A details the projections of retained revenues based upon the anticipated assessed value increases within the District. Revised Exhibit A is a projection based upon best available information and is included for demonstration purposes only. No assurances are provided as to the results reflected therein.

B. Development Program Account

This Development Program requires establishment of a Development Program Account pledged to, and charged with, the payment of the project costs in the manner outlined in 30-A M.R.S.A. §5254 (3)(A)(2).

The Bayside TIF Development Program Account is established consisting of a project cost account ("Project Cost Account") pledged to, and charged with, payment of project costs. The Project Cost Account shall consist of Company Cost Subaccounts (Company Cost Subaccount), pledged to and charged with payment to authorized companies under the terms of an approved Credit Enhancement Agreement for reimbursements for eligible project costs, and a City Cost Subaccount (the "City Cost Subaccount") pledged to, and charged with, payment to the City for the cost of approved economic development expenses.

C. Financing Plan

The original TIF District comprised an area of approximately 11 acres of real and personal property. The value of the real and personal property within the district as of March 31, 2002 was established as the original assessed value. With the subsequent expansion, the value of the additional real and personal property within the district expansion as of March 31, 2007 was established as the original assessed value, with that value being \$44,066,380. With this additional expansion from 62.18 to add 67 acres to the District, for a total of 129.16 acres, the value of real property within the expanded District of 67 acres has a March 31, 2014 date established as the original assessed value, or \$78,251,800 as detailed in Section IV.A. above.

The developments within the described Amended Bayside TIF District will add significant new taxable value in the City of Portland. TIF revenues will be allocated as described on Revised Exhibit A to finance the costs described in the Amended Development Program. Actual payments to the Project Cost Account will be adjusted based upon the applicable annual percentage retained, or a specific amount to be retained within the Amended District, and the actual annual assessed value within the Amended District, to be determined by the City Council on a yearly basis.

V. Amended Financial Data

A. Total 2014 value of equalized property in the municipality: \$7,551,450,000

B. Original assessed value of all properties in all existing and proposed TIF districts:

Existing	\$296,740,160 (Includes existing Bayside TIF)
Less TOD:	-\$4,970,470
Proposed	<u>\$78,251,800</u>
Total	\$370,021,490

Line B divided by line A = 4.9% (cannot exceed 5%).

C. Estimate of increased assessed value by year after implementation of the development program: See Revised Exhibit A

D. Percentage of increased assessed value to be applied to the development program fund: See Revised Exhibit A

E. Estimated annual tax increment: \$1,717,654 (Average)

F. Total average annual value of development program fund: \$1,717,654 (Average)

G. Annual principal and interest payment of bonded indebtedness: N/A at this time

H. Financial assumptions and safeguards: The City of Portland is under no obligation to repay any bonds that would involve a pledge of the City's full faith and credit.

VI. Tax Shifts

A. *Average Annual Amount:*

General Purpose Aid to Education Tax Shift: \$593,812

Municipal Revenue Sharing Tax Shift: \$47,751

County Tax Shift: \$38,745

Total Average Annual Savings: \$680,307

VII. Municipal Approvals

A. *Public Hearing Notice*

The City of Portland did give proper Notice of Public Hearing in accordance with the requirements of 30-A M.R.S.A. §5253. The notice was published on November 3, 2014, in a newspaper of general circulation (see Exhibit E).

B. Public Hearing

A Public Hearing at which the proposed Amended Bayside Municipal Tax Increment Financing District was discussed was held on November 17, 2014, in the Portland City Council Chambers. A copy of the minutes of that meeting is included as Exhibit F.

C. Authorizing Votes

An attested copy of the resolution of the Portland City Council designating the Amended Municipal TIF district created for the implementation of the Bayside Redevelopment Program is included as Exhibit G.

D. Assessors Certification

An attested copy of the certification by the City of Portland Tax Assessor as to the revised Original Assessed Value of the expanded Bayside Municipal Tax Increment Financing District is included as Exhibit H.

Exhibit A

10/17/2014

City of Portland - TIF Values for Bayside TIF Year 1 to 3, or Tax Years 2003 to 2005

Original Area: 11 Acres

OAV a/o 3/31/2002: 1,608,190

Table Reflects:

- 1) Actual Percentages Captured
- 2) Actual Mill Rate
- 3) Actual Yearly Property Values

Bayside TIF - Years 1 to 3 (FY04 to FY06) - City of Portland- TIF Table (OAV ao 3/31/2002 \$1,608,190)									
Various Percent Sheltered from Original Bayside TIF - Years 1 to 3									
TIF Year	Tax Year- April 1	Increased Assessed Value Real & PP Prop.	% of Value Captured	Captured Valuation	Mill Rate	Total New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2003	\$6,191,580	1.00%	\$61,916	26.83	\$1,661	\$0	\$1,661	\$164,434
2	2004	\$7,295,740	1.00%	\$72,957	26.53	\$1,936	\$0	\$1,936	\$191,620
3	2005	\$9,171,480	54.00%	\$4,952,599	20.13	\$99,696	\$0	\$99,696	\$84,926
3 Year TIF Total		\$22,658,800		\$5,087,472		\$103,292	\$0	\$103,292	\$440,981
Average Annual						\$34,431	\$0	\$34,431	\$146,994

Exhibit A

10/17/2014

City of Portland - TIF Tax Shifts for Bayside TIF Year 1 to 3, or Tax Years 2003 to 2005

Original Area: 11 Acres

OAV a/o 3/31/2002: 1,608,190

Table Reflects:

1) 1% Capture Yr 1; 1% Capture Yr 2; 54% Capture Yr 3

2) Mill Rates: Yr 1-26.83; Yr 2-26.53; Yr 20.13

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland-Bayside Original TIF for Years 1 to 3 (FY04 to FY06)							
Various Percent Sheltered From Original Bayside TIF - Years 1 to 3 (FY04 to FY06)							
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	2003	\$6,191,580	\$61,916	\$502	\$40	\$33	\$575
2	2004	\$7,295,740	\$72,957	\$591	\$48	\$39	\$677
3	2005	\$9,171,480	\$4,952,599	\$40,116	\$3,226	\$2,621	\$45,963
3 Year TIF Total		\$22,658,800	\$5,087,472	\$41,209	\$3,314	\$2,693	\$47,215
Average Annual			\$1,695,824.13	\$13,736	\$1,105	\$898	\$15,738

Bayside TIF Model For FY04 to FY06 w OAV of \$1,608,190 ao 3-31-2002

Exhibit A

10/17/2014

City of Portland TIF Values for Bayside TIF

Original Area w 1st Expansion:

62.18 Acres

OAV a/o 3/31/2007:

\$44,066,380

Table Reflects:

- 1) Actual Percentages Captured Years 4 to 12
- 2) Projected 100% Captured Years 13 to 30
- 3) Actual Yearly Property Valuation Years 4 to 12
- 4) Projected Increase Property Valuation of 1% Years 13 to 30
- 5) Projected Increase of Mill Rate of 2% Years 13 to 30

Original Bayside TIF - Actual Years 4 to 12 (FY07 to FY15); Projections Years 13 to 30 (FY16 to FY33) - City of Portland-TIF Projection Table (OAV AO 3/31/2007 OF \$44,066,380)									
Actual Various Percent Sheltered from Original Bayside TIF Years 4 to 12; 100% Sheltered Years 13 to 30)									
TIF Year	Tax Year-April 1	Increased Assessed Value Real & PP Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non-Captured General Fund Revenues
4	2006	\$11,052,960	28.00%	\$3,094,829	16.31	\$50,477	\$0	\$50,477	\$129,797
5	2007	\$23,657,250	1.00%	\$236,573	17.10	\$4,045	\$0	\$4,045	\$400,494
6	2008	\$49,496,900	100.00%	\$49,496,900	17.74	\$878,075	\$0	\$878,075	\$0
7	2009	\$69,217,260	78.00%	\$53,989,463	17.74	\$957,773	\$0	\$957,773	\$270,141
8	2010	\$68,365,920	71.00%	\$48,532,703	17.92	\$869,706	\$478,338	\$391,368	\$355,232
9	2011	\$62,808,110	73.00%	\$45,849,920	18.28	\$838,137	\$427,450	\$410,687	\$309,996
10	2012	\$66,477,790	47.00%	\$31,244,561	18.82	\$588,023	\$441,017	\$147,006	\$663,089
11	2013	\$65,716,350	98.00%	\$64,402,023	19.41	\$1,250,043	\$450,016	\$800,028	\$25,511
12	2014	\$65,131,890	83.00%	\$54,059,469	20.00	\$1,081,189	\$443,288	\$637,902	\$221,448
13	2015	\$66,223,873	100.00%	\$66,223,873	20.40	\$1,350,967	\$472,838	\$878,129	\$0
14	2016	\$67,326,775	100.00%	\$67,326,775	20.81	\$1,400,936	\$476,318	\$924,617	\$0
15	2017	\$68,440,707	100.00%	\$68,440,707	21.22	\$1,452,597	\$479,357	\$973,240	\$0
16	2018	\$69,565,778	100.00%	\$69,565,778	21.65	\$1,506,005	\$361,441	\$1,144,564	\$0
17	2019	\$70,702,099	100.00%	\$70,702,099	22.08	\$1,561,217	\$359,080	\$1,202,137	\$0
18	2020	\$71,849,784	100.00%	\$71,849,784	22.52	\$1,618,291	\$356,024	\$1,262,267	\$0
19	2021	\$73,008,946	100.00%	\$73,008,946	22.97	\$1,677,287	\$352,230	\$1,325,056	\$0
20	2022	\$74,179,699	100.00%	\$74,179,699	23.43	\$1,738,267	\$365,036	\$1,373,231	\$0
21	2023	\$75,362,160	100.00%	\$75,362,160	23.90	\$1,801,295	\$0	\$1,801,295	\$0
22	2024	\$76,556,445	100.00%	\$76,556,445	24.38	\$1,866,438	\$0	\$1,866,438	\$0
23	2025	\$77,762,673	100.00%	\$77,762,673	24.87	\$1,933,762	\$0	\$1,933,762	\$0
24	2026	\$78,980,964	100.00%	\$78,980,964	25.36	\$2,003,339	\$0	\$2,003,339	\$0
25	2027	\$80,211,437	100.00%	\$80,211,437	25.87	\$2,075,241	\$0	\$2,075,241	\$0
26	2028	\$81,454,215	100.00%	\$81,454,215	26.39	\$2,149,542	\$0	\$2,149,542	\$0
27	2029	\$82,709,421	100.00%	\$82,709,421	26.92	\$2,226,320	\$0	\$2,226,320	\$0
28	2030	\$83,977,179	100.00%	\$83,977,179	27.46	\$2,305,653	\$0	\$2,305,653	\$0
29	2031	\$85,257,615	100.00%	\$85,257,615	28.00	\$2,387,625	\$0	\$2,387,625	\$0
30	2032	\$86,550,855	100.00%	\$86,550,855	28.56	\$2,472,319	\$0	\$2,472,319	\$0
27 Year TIF Total		\$481,914,430		\$350,906,441		\$40,044,566	\$5,462,433	\$34,582,134	\$2,375,708
Average Annual						\$1,483,132	\$202,312	\$1,280,820	\$87,989

Bayside TIF Model For FY07 to FY33 w OAV of \$44,066,380 as 3-31-2007

Exhibit A

10/17/2014

City of Portland TIF Tax Shifts for Bayside TIF

Original Area w 1st Expansion:

62.18 Acres

OAV a/o 3/31/2007:

\$44,066,380

Table Reflects:

- 1) Actual Percentages Captured Years 4 to 12
- 2) Projected 100% Captured Years 13 to 30
- 3) Actual Yearly Property Valuation Years 4 to 12
- 4) Projected Increase Property Valuation of 1% Years 13 to 30
- 5) Projected Increase of Mill Rate of 2% Years 13 to 30

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model							
Actual Percent Sheltered From Bayside TIF Years 4 to 12 (FY07 to FY15); 100% Projected Capture TIF Years 13 to 30 (FY16 to FY33)							
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
4	2006	\$11,052,960	\$3,094,629	\$25,088	\$2,016	\$1,638	\$28,722
5	2007	\$23,657,250	\$236,573	\$1,916	\$154	\$125	\$2,196
6	2008	\$49,496,900	\$49,496,900	\$400,925	\$32,240	\$26,169	\$459,333
7	2009	\$69,217,260	\$53,989,463	\$437,315	\$35,166	\$28,541	\$501,021
8	2010	\$68,355,920	\$48,532,703	\$393,115	\$31,612	\$25,660	\$450,386
9	2011	\$62,808,110	\$45,849,920	\$371,384	\$29,864	\$24,243	\$425,491
10	2012	\$66,477,790	\$31,244,561	\$253,081	\$20,351	\$16,527	\$289,959
11	2013	\$65,716,350	\$64,402,023	\$521,656	\$41,948	\$34,036	\$597,640
12	2014	\$65,131,890	\$54,059,469	\$437,882	\$35,212	\$28,577	\$501,671
13	2015	\$66,223,873	\$66,223,873	\$536,413	\$43,135	\$34,997	\$614,545
14	2016	\$67,326,775	\$67,326,775	\$545,347	\$43,653.22	\$35,579	\$624,779
15	2017	\$68,440,707	\$68,440,707	\$554,370	\$44,578.78	\$36,166	\$635,115
16	2018	\$69,565,778	\$69,565,778	\$563,483	\$45,311.60	\$36,760	\$645,554
17	2019	\$70,702,099	\$70,702,099	\$572,667	\$46,051.74	\$37,359	\$656,098
18	2020	\$71,849,784	\$71,849,784	\$581,983	\$46,799.28	\$37,964	\$666,747
19	2021	\$73,008,946	\$73,008,946	\$591,372	\$47,554.30	\$38,576	\$677,503
20	2022	\$74,179,699	\$74,179,699	\$600,856	\$48,316.87	\$39,193	\$688,366
21	2023	\$75,362,160	\$75,362,160	\$610,433	\$49,087.06	\$39,817	\$699,337
22	2024	\$76,556,445	\$76,556,445	\$620,107	\$49,864.96	\$40,447	\$710,419
23	2025	\$77,762,673	\$77,762,673	\$629,878	\$50,650.64	\$41,083	\$721,611
24	2026	\$78,980,964	\$78,980,964	\$639,746	\$51,444.17	\$41,725	\$732,915
25	2027	\$80,211,437	\$80,211,437	\$649,713	\$52,245.64	\$42,374	\$744,332
26	2028	\$81,454,215	\$81,454,215	\$659,779	\$53,055.12	\$43,029	\$755,863
27	2029	\$82,709,421	\$82,709,421	\$669,946	\$53,872.70	\$43,690	\$767,509
28	2030	\$83,977,179	\$83,977,179	\$680,215	\$54,698.45	\$44,359	\$779,272
29	2031	\$85,257,615	\$85,257,615	\$690,587	\$55,532.46	\$45,033	\$791,153
30	2032	\$86,550,855	\$86,550,855	\$701,062	\$56,375	\$45,715	\$803,152
27 Year TIF Total		\$1,852,035,056	\$1,721,027,067	\$13,940,319	\$1,120,989	\$909,379	\$15,970,688
Average Annual				\$516,308	\$41,518	\$33,681	\$591,507

Bayside TIF Model For FY07 to FY33 w OAV of \$44,066,380 ao 3-31-2007

Exhibit A

10/17/2014

City of Portland - TIF Values - For Expanded Area Only of Bayside TIF for TIF remaining years of FY16 to FY33

2nd Expanded Area:

67 acres

OAV a/o 3/31/2014:

\$78,251,800

Model Assumes:

- 1) 1% Yearly Increase in Valuation;
- 2) 2% Yearly Increased in Tax Rate; and,
- 3) 100% Yearly Capture Rate

City of Portland- Expanded Bayside TIF Projection Table - For Add'l 67 Acres; OAV \$78,251,800									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop. At 1%/Yr.	% of Value Captured	Captured Valuation	Projected Mill Rate (inc. 2%/Yr)	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
13	2015	\$782,518	100.00%	\$782,518	20.20	\$15,804	\$0	\$15,804	\$0
14	2016	\$1,572,861	100.00%	\$1,572,861	20.60	\$32,401	\$0	\$32,401	\$0
15	2017	\$2,371,108	100.00%	\$2,371,108	21.01	\$49,822	\$0	\$49,822	\$0
16	2018	\$3,177,337	100.00%	\$3,177,337	21.43	\$68,097	\$0	\$68,097	\$0
17	2019	\$3,991,628	100.00%	\$3,991,628	21.86	\$87,260	\$0	\$87,260	\$0
18	2020	\$4,814,063	100.00%	\$4,814,063	22.30	\$107,344	\$0	\$107,344	\$0
19	2021	\$5,644,721	100.00%	\$5,644,721	22.74	\$128,383	\$0	\$128,383	\$0
20	2022	\$6,483,686	100.00%	\$6,483,686	23.20	\$150,414	\$0	\$150,414	\$0
21	2023	\$7,331,041	100.00%	\$7,331,041	23.66	\$173,473	\$0	\$173,473	\$0
22	2024	\$8,186,870	100.00%	\$8,186,870	24.14	\$197,599	\$0	\$197,599	\$0
23	2025	\$9,051,256	100.00%	\$9,051,256	24.62	\$222,831	\$0	\$222,831	\$0
24	2026	\$9,924,287	100.00%	\$9,924,287	25.11	\$249,211	\$0	\$249,211	\$0
25	2027	\$10,806,048	100.00%	\$10,806,048	25.61	\$276,780	\$0	\$276,780	\$0
26	2028	\$11,696,626	100.00%	\$11,696,626	26.13	\$305,582	\$0	\$305,582	\$0
27	2029	\$12,596,111	100.00%	\$12,596,111	26.65	\$335,664	\$0	\$335,664	\$0
28	2030	\$13,504,590	100.00%	\$13,504,590	27.18	\$367,070	\$0	\$367,070	\$0
29	2031	\$14,422,154	100.00%	\$14,422,154	27.72	\$399,851	\$0	\$399,851	\$0
30	2032	\$15,348,893	100.00%	\$15,348,893	28.28	\$434,056	\$0	\$434,056	\$0
18 Year TIF Total		\$141,705,797		\$141,705,797		\$3,601,642	\$0	\$3,601,642	\$0
18 Year Averages						\$200,091.20		\$200,091.20	

Exhibit A

10/17/2014

City of Portland - TIF Tax Shifts For Expanded Area Only of Bayside TIF for TIF remaining years of FY16 to FY33

2nd Expanded Area: 67 acres
OAV a/o 3/31/2014: \$78,251,800

Model Assumes: 1) 1% Yearly Increase in Valuation;
2) 2% Yearly Increased in Tax Rate; and,
3) 100% Yearly Capture Rate

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- Expanded Area Only of Bayside - TIF Projection Model							
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
13	2015	\$782,518	\$782,518	\$6,338	\$510	\$414	\$7,262
14	2016	\$1,572,861	\$1,572,861	\$12,740	\$1,024	\$833	\$14,597
15	2017	\$2,371,108	\$2,371,108	\$19,206	\$1,544	\$1,255	\$22,006
16	2018	\$3,177,337	\$3,177,337	\$25,736	\$2,070	\$1,682	\$29,488
17	2019	\$3,991,628	\$3,991,628	\$32,332	\$2,600	\$2,113	\$37,045
18	2020	\$4,814,063	\$4,814,063	\$38,994	\$3,136	\$2,548	\$44,678
19	2021	\$5,644,721	\$5,644,721	\$45,722	\$3,677	\$2,988	\$52,387
20	2022	\$6,483,686	\$6,483,686	\$52,518	\$4,223	\$3,432	\$60,173
21	2023	\$7,331,041	\$7,331,041	\$59,381	\$4,775	\$3,880	\$68,037
22	2024	\$8,186,870	\$8,186,870	\$66,314	\$5,333	\$4,333	\$75,979
23	2025	\$9,051,256	\$9,051,256	\$73,315	\$5,896	\$4,790	\$84,001
24	2026	\$9,924,287	\$9,924,287	\$80,387	\$6,464	\$5,252	\$92,103
25	2027	\$10,806,048	\$10,806,048	\$87,529	\$7,039	\$5,719	\$100,286
26	2028	\$11,696,626	\$11,696,626	\$94,743	\$7,619	\$6,190	\$108,551
27	2029	\$12,596,111	\$12,596,111	\$102,028	\$8,204	\$6,666	\$116,899
28	2030	\$13,504,590	\$13,504,590	\$109,387	\$8,796	\$7,146	\$125,330
29	2031	\$14,422,154	\$14,422,154	\$116,819	\$9,394	\$7,632	\$133,845
30	2032	\$15,348,893	\$15,348,893	\$124,326	\$9,997	\$8,122	\$142,446
18 Year TIF Total		\$141,705,797	\$141,705,797	\$1,147,817	\$92,300	\$74,995	\$1,315,112
18 Year TIF Averages				\$63,767.61	\$5,127.77	\$4,166.37	\$73,061.75

O:\TIF\Bayside\Expanded Bayside TIF FY2015\Bayside TIF Model For FY16 to FY33 - Expanded Area Only w OAV of \$78,251,800 ao 3-31-2014

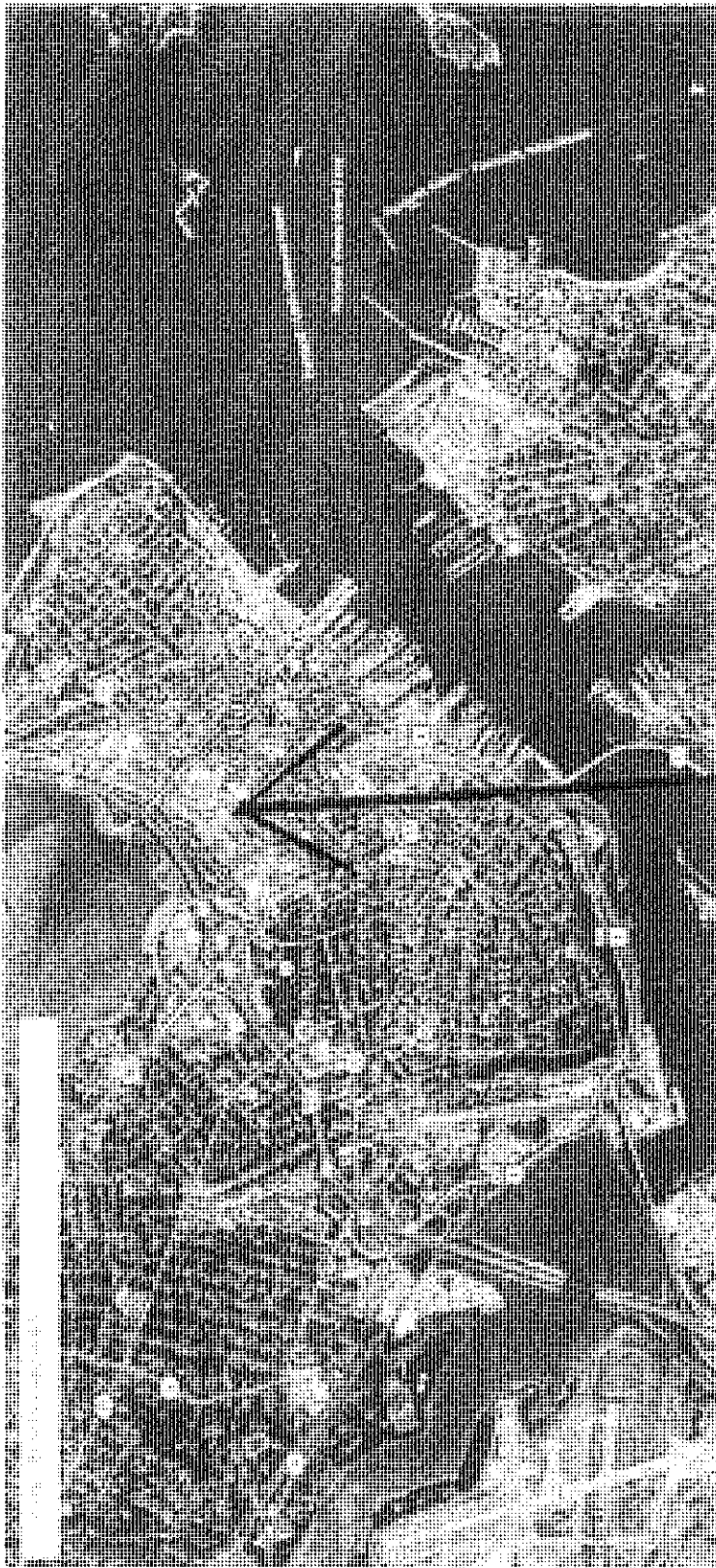


EXHIBIT B

Image 12014 Large Image 00100000 00000

<https://www.google.com/maps/@43.6364869,-70.2592359,3888m/data=!3m1!1e3>

10/29/2014

Tax Increment Financing Districts
DRAFT August 13, 2014



EXHIBIT D

Second Addendum to Credit Enhancement Agreement

This Second Addendum to the Credit Enhancement Agreement ("Second Addendum") is entered into by and between Atlantic Bayside Trust LLC (f/k/a Capital LLC) and the City of Portland on this 17th day of October, 2007.

WHEREAS, Capital LLC, now known as Atlantic Bayside Trust LLC, and the City entered into a Credit Enhancement Agreement dated January 30, 2007, for property located in the Bayside neighborhood in Portland, Maine, and the parties entered into an Addendum to said Credit Enhancement Agreement on February 7, 2007 (collectively, the "CEA");

WHEREAS, the Project, as defined in the CEA, has increased in size from 64,500 square feet to 110,000 square feet;

WHEREAS, the additional square footage and other design changes will increase the Project's cost by approximately \$6.9 million and will create an additional \$2,003,212 in tax revenue over the duration of the CEA;

WHEREAS, the improvements to Preble Street and Marginal Way (collectively the "Offsite Improvements") necessary to complete the Project are expected to cost no less than \$632,000;

WHEREAS, the Parties seek to amend the CEA to reflect the increase in scope.

NOW THEREFORE, for consideration of the mutual promises herein, and consideration of one dollar, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The definition of Project in Section 1.1 of the CEA is deleted and a new definition inserted as follows:

"The 'Project' means the minimum 110,000 square foot office building and 504 car parking garage as approved by the Planning Board on March 23, 2007."

2. The table included at the end of Section 3.1 of the Credit Enhancement Agreement labeled "Table 1 – TIF Allocation Table" is deleted and the Table attached to this Second Addendum as Attachment A is inserted in its place, to reflect that the amount of the Project Revenue shall increase by \$25,000 per year over the 15 year term of the CEA.

3. Atlantic Bayside Trust shall provide documentation to support that the actual cost of the Offsite Improvements was equal to, or exceeded \$632,000. In the event that the Offsite Improvements cost less than \$632,000, the \$25,000 incremental payment shall be decreased by a pro rata amount. For example, if the actual cost is \$316,000 (50%), then these additional funds (\$25,000) would be adjusted by 50%, or \$12,500 per year.

4. In Section 7.1 of the Credit Enhancement Agreement, the term "2018" is deleted and the term "2023" is inserted in its place.

5. All terms and conditions of the CEA remain in full force and effect except as specifically amended by this Second Addendum.

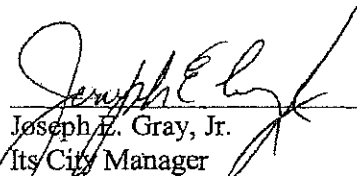
IN WITNESS WHEREOF, Capital LLC and the City have executed this Amendment as of the date above.

WITNESS

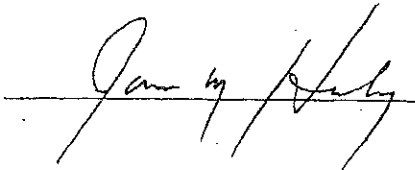


CITY OF PORTLAND

By:

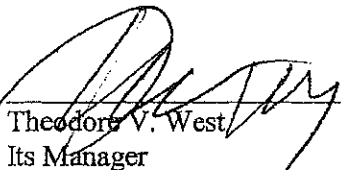

Joseph E. Gray, Jr.
Its City Manager

WITNESS



CAPITAL LLC

By:


Theodore V. West
Its Manager

Attachment A

Table 1 - TIF ALLOCATION TABLE

Tax Year	Estimated Increased Real Estate Value	Estimated Mil Rate (2% Inc.)	Estimated Incremental Tax Real Estate	Project Allocation	Project Revenue	Estimated City Revenue From Real Estate
FY08	\$2,000,000	16.71	\$33,415	0%	\$ -	\$33,415
FY09	\$26,332,177	17.04	\$448,700	79%	\$355,000	\$93,700
FY10	\$26,332,177	17.38	\$457,653	78%	\$355,000	\$102,653
FY11	\$26,332,177	17.73	\$466,869	76%	\$355,000	\$111,869
FY12	\$26,332,177	18.08	\$476,086	75%	\$355,000	\$121,086
FY13	\$26,332,177	18.45	\$485,829	73%	\$355,000	\$130,829
FY14	\$26,332,177	18.82	\$495,572	72%	\$355,000	\$140,572
FY15	\$26,332,177	19.19	\$505,314	70%	\$355,000	\$150,314
FY16	\$26,332,177	19.58	\$515,584	69%	\$355,000	\$160,584
FY17	\$26,332,177	19.97	\$525,854	66%	\$355,000	\$170,854
FY18	\$26,332,177	20.37	\$536,386	66%	\$355,000	\$181,386
FY19	\$26,332,177	20.77	\$546,919	59%	\$325,000	\$221,919
FY20	\$26,332,177	21.19	\$557,979	58%	\$325,000	\$232,979
FY21	\$26,332,177	21.61	\$569,038	57%	\$325,000	\$244,038
FY22	\$26,332,177	22.05	\$580,625	56%	\$325,000	\$255,625
FY23	\$26,332,177	22.49	\$592,211	55%	\$325,000	\$267,211
			\$7,794,034		\$5,175,000	\$2,819,034

Addendum to Credit Enhancement Agreement

This Addendum to the Credit Enhancement Agreement ("Amendment") is entered into by and between Capital LLC and the City of Portland on this 7th day of February, 2007

Whereas, the Credit Enhancement Agreement ("CEA") did not contemplate that the Project would be partially constructed on April 1, 2008;

Whereas, Section 4.1(c) was intended to govern the amount of the credit enhancement payment if the Project scope was less than 64,500 square feet and 430 parking stalls;

Whereas, the Project as currently planned is 105,000 square feet and 460 to 500 parking stalls, resulting in approximately \$4 million more in assessed value than was contemplated;

Whereas, the Parties seek to clarify the calculation of the payment in Fiscal Year 2009 and to mitigate the unintended application of 4.1(c) to the partially completed Project.

Now therefore, for consideration of the mutual promises herein, and consideration of one dollar, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

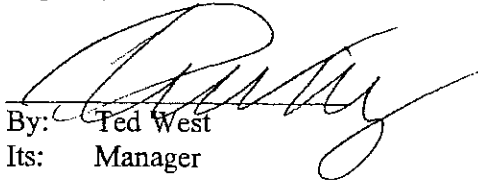
1. A new sentence shall be added to the end of Section 3.3(a) as follows:

Notwithstanding the foregoing, if the Project is under construction on April 1, 2008, and has a minimum assessed value of eight million dollars, the payment under this Section 3.3(a) to Company shall be the greater of 1) the amount calculated under Section 4.1(c), or 2) the Property Tax paid in fiscal year 2009, plus one half of the difference between the Property Tax paid and the payment called for in Table 1 of Section 3.1 (i.e. \$330,000).

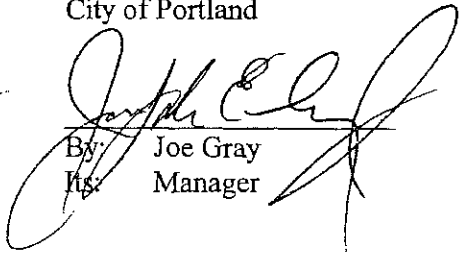
2. All other sections of the CEA shall be in full force and effect.

In witness whereof, the undersigned have executed this Amendment on the date that first appears above.

Capital LLC

By: 
Its: Manager

City of Portland

By: 
Its: Manager

CREDIT ENHANCEMENT AGREEMENT

between

CITY OF PORTLAND, MAINE

and

CAPITAL LLC

Dated as of January 30th, 2007

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of January 30, 2007, between the City of Portland, Maine (the "City"), a municipal body corporate and politic and a political subdivision of the State of Maine, CAPITAL LLC, a limited liability company duly organized and existing under the laws of the State of Maine, with a place of business in Portland, Maine (the "Company").

WITNESSETH THAT

WHEREAS, the City designated the Bayside Redevelopment Municipal Development District and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the Portland City Council on March 3, 2003 (the "Vote"), and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the City amended the Bayside Redevelopment Municipal Development District and Tax Increment Financing District (the "Amended District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the Portland City Council on July 6, 2005, and pursuant to such vote adopted an amended development program and financial plan for the Amended District (the "Amended Development Program"); and

WHEREAS, upon submission of an application to DECD, the City expects DECD to review and approve the Amended Development Program; and

WHEREAS, the City adopted the Amended Development Program and entered into this Agreement in order to induce the Company to build the Project by enabling the City to contribute toward the capital cost of the Project the amounts contemplated by the Amended Development Program and this Agreement; and

WHEREAS, in connection with the Amended Development Program, and as contemplated thereby, the City and the Company have agreed to execute and deliver this Agreement; and

WHEREAS, the City and the Company desire and intend that this Agreement be and constitute the credit enhancement agreement contemplated by and described in the Amended 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. All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

“Account” shall mean the Project Cost Account, also known as the Bayside Redevelopment Program Fund.

“Act” means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

“Agreement” shall mean this Credit Enhancement Agreement dated as of the date set forth above between the City and the Company, as such may be amended by the parties from time to time.

“Amended District” shall have the meaning given such term in the recitals hereto.

“Captured Assessed Value” means the annual percentage of Increased Assessed Value attributable to the Project, retained in the District in each tax year during the term of the District, as specified in Section 3.1 hereof.

“Cash Flow Coverage Ratio” means net income after taxes plus depreciation plus amortization plus interest expense plus or minus non-recurring items divided by annual principal and interest on all Project debt. For purposes of computing the Cash Flow Coverage Ratio, annual property management fees shall be limited to five percent (5.0%) of annual gross revenue for the Project and annual contributions to reserve accounts (e.g., debt service, tenant improvement, capital repair and replacement) shall be limited to the greater of (i) those required by Project lenders or (ii) \$50,000.00. Project expenses, even if not included in the proforma expenses submitted to the City, shall be factored into the Cash Flow Coverage Ratio if such expenses are customary for projects similar to the Project or if such expenses are required by Project lenders. The Cash Flow Coverage Ratio shall be determined according to generally accepted accounting principles consistently applied and in a manner consistent with the calculation of debt service coverage ratios by Project lenders.

“City” shall have the meaning given such term in the recitals hereto.

“City Tax Increment Revenues” means in each year this Agreement is in effect, an amount of money equal to the Retained Tax Increment Revenues allocated to the City at the time and according to the schedule specified in Section 3.1 hereof.

“City TIF Account” means the account described in the Financial Plan section of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Company” shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee or successor thereof.

“Company TIF Account” means the account described in the Financial Plan section of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Company Tax Increment Revenues” means in each year this Agreement is in effect an amount of money equal to the Retained Tax Increment Revenues allocated to the Company at the times and according to the schedule specified in Section 3.1 hereof.

“Current Assessed Value” means the then current assessed value of the Property located within the District to be determined by the City’s Assessor as of April 1 of each year that this Agreement remains in effect.

“DECD” means the State of Maine Department of Economic and Community Development.

“Development Program” means the development program and financial plan for the District adopted by the City as described in the document entitled “Bayside Redevelopment Tax Increment Financing District Application”, as amended, a copy of which is attached hereto as Appendix A.

“District” shall have the meaning given such term in the recitals hereto.

“Financial Plan” means the financial plan described in the “Financial Plan” section of the Development Program.

“Fiscal Year” means the time period from July 1 through June 30 (for example, the 2008 Fiscal Year is the period from July 1, 2007 to June 30, 2008).

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

“Original Assessed Value” means \$0, the assessed value of the Property located within the District as of March 31, 2006.

“Project” means the minimum 64,500 square foot office building and 430 car parking garage as depicted on a certain site plan dated March 13, 2006 prepared by Mitchell & Associates, or any subsequent revisions of that proposal as approved by City and as described in the Development Program, and located on a parcel of land depicted as the westerly portion of City tax map 34A, Block B, Lot 1.

“Project Cost Account” means the account in the Development Program Fund described in the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

“Project Costs” means all costs incurred by the Company on the Project within the meaning set forth in 30-A M.R.S.A. §5222(14), as amended.

“Property” means all real property that is part of the Project, now or hereafter located within the District, whether or not the Company owns such Property or is otherwise liable for property taxes imposed and assessed thereon by the City.

“Property Taxes” means any and all ad valorem property taxes actually paid to the City with respect to the Property.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law, and which are of the same type and tenor as the investments in which the City invests its own funds.

"Retained Tax Increment" means that portion of Property Taxes assessed and collected by the City on the Captured Assessed Value.

"SMSH CEA" means that certain Credit Enhancement Agreement by and between the City and Southern Maine Student Housing, LLC dated June 21, 2006

"SMSH TIF City Account" means the City Account, as defined in the SMSH CEA.

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the City with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.

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), 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 constitute a part of this Agreement, nor shall they 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.
- f. If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as expressly provided in Section 3.4.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City hereby confirms the creation and establishment of a segregated account in the name of the City designated as the "Bayside Redevelopment Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. §5227(3), as amended from time to time. The Account shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. §5227(3)(A)(1), as amended from time to time. The Project Cost Account shall include two subaccounts designated as the "Company TIF Account" and "City TIF Account".

Section 2.2. Deposits into Account.

There shall be deposited into the Account contemporaneously with each payment of property tax by the Company an amount equal to that portion of the property tax payment constituting Retained Tax Increment for the period to which the payment relates. Any and all revenues, if any, resulting from investment of monies on deposit shall be retained by the City and withdrawn from the Account contemporaneously with payment to the Company TIF Account.

Section 2.3. Use of Monies in Account.

Monies deposited in the Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof. Monies deposited into the Account and any earnings thereunder shall be designated and appropriated by City Council annually in the municipal budget in accordance with Chapter 206 of Title 30-A, and in accordance with the Development Program.

Section 2.4. Monies Held in Trust.

All monies required to be paid into the Company TIF Account under the provisions hereof and the provisions of the Development Program, other than investment earnings thereon, shall be held by the City, in trust, for the benefit of the Company.

Section 2.5. Investments.

Any monies in the 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 Account.

Section 2.6. Tax Payments.

The Company shall pay when due all Property Taxes assessed by the City on property, both real and personal, owned by the Company unless contested by the Company by appropriate proceedings pursuant to Maine law. No payments shall be made by the City under this Agreement unless the Company has paid in full all real or personal Property Taxes assessed by the City on the Company's Property when due.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Captured Assessed Value; Retained Tax Increment.

Annually, all (100%) of the Increased Assessed Value shall be retained as Captured Assessed Value and the Property Tax assessed on such Captured Assessed Value shall be retained as Retained Tax Increment each year starting with the 2008 Fiscal Year of the City and continuing for each of the next 16 Fiscal Years of the City, ending with the 2023 Fiscal Year. The company shall receive from the Company TIF Account an annual payment as calculated in Section 4.1(b), or the amount shown in the corresponding year's "Project Revenue" column as shown in Table No. 1 below, whichever is less. In the event that after the annual payment is made to the Company there remains funds in the Company TIF Account, said funds shall be transferred to the City TIF Account. For purposes of computing the amounts owed pursuant to this section, the amount of tax collected for reimbursement as Company Tax Increment Revenues shall be calculated on June 30th of each fiscal year.

Table 1 – TIF Allocation Table

Tax Year	Estimated Increased Real Estate Value	Estimated Mill Rate (2% Inc.)	Estimated Incremental Tax Real Estate	Project Allocation	Project Revenue	Estimated City Revenue From Real Estate
FY08	\$ 2,000,000	16.71	\$ 33,415	0%	\$ -	\$ 33,415
FY09	\$ 19,400,000	17.04	\$ 330,610	100%	\$ 330,000	\$ 610
FY10	\$ 19,400,000	17.38	\$ 337,222	98%	\$ 330,000	\$ 7,222
FY11	\$ 19,400,000	17.73	\$ 343,967	96%	\$ 330,000	\$ 13,967
FY12	\$ 19,400,000	18.08	\$ 350,846	94%	\$ 330,000	\$ 20,846
FY13	\$ 19,400,000	18.45	\$ 357,863	92%	\$ 330,000	\$ 27,863
FY14	\$ 19,400,000	18.82	\$ 365,020	90%	\$ 330,000	\$ 35,020
FY15	\$ 19,400,000	19.19	\$ 372,321	89%	\$ 330,000	\$ 42,321
FY16	\$ 19,400,000	19.58	\$ 379,767	87%	\$ 330,000	\$ 49,767
FY17	\$ 19,400,000	19.97	\$ 387,362	85%	\$ 330,000	\$ 57,362
FY18	\$ 19,400,000	20.37	\$ 395,110	84%	\$ 330,000	\$ 65,110
FY19	\$ 19,400,000	20.77	\$ 403,012	74%	\$ 300,000	\$ 103,012
FY20	\$ 19,400,000	21.19	\$ 411,072	73%	\$ 300,000	\$ 111,072
FY21	\$ 19,400,000	21.61	\$ 419,293	72%	\$ 300,000	\$ 119,293
FY22	\$ 19,400,000	22.05	\$ 427,679	70%	\$ 300,000	\$ 127,679
FY23	\$ 19,400,000	22.49	\$ 436,233	69%	\$ 300,000	\$ 136,233
			\$ 5,750,792		\$4,800,000	\$ 950,792

Section 3.2. Completion of Development Program.

Under this Agreement, the Company shall complete the Project as described in the Amended Development Program.

Section 3.3. Credit Enhancement Payments.

a. Subject to Section 3.3(b), the City shall pay on August 1 of each year of this Agreement to the Company all Company Tax Increment Revenues then on deposit in the Company TIF Account. If the funds on deposit in the Company TIF Account are insufficient to make the payments required by Section 3.1 above and funds have been deposited that year in the SMSH City Account pursuant to the SMSH CEA, the City shall pay the Company from the SMSH City TIF Account any deficiency in the payment required by Section 3.1 above. For example, if the Company TIF Account contained only \$300,000 and Section 3.1 required payment to the Company of \$330,000 that year and the SMSH City TIF Account contained \$50,000, the City would pay the Company \$30,000 from the SMSH City TIF Account that year. If the SMSH City TIF Account contains insufficient funds to pay the deficiency in payment required by Section 3.1, the deficiency shall be paid to the Company from the other District funds not payable to parties other than the City ("Bayside TIF Funds"). The obligation of the City to make such payment shall be limited obligation payable solely out of monies on deposit in the Company TIF Account, the SMSH City TIF Account and the City TIF 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. In the event that City is subject to a claim by a third party to pay the Company Tax Increment Revenues to such third party, City shall not pay such amount to Company pursuant to Section 3.3(a) nor to the third party, but shall deposit the Company Tax Increment Revenues in an amount equal to such amount so claimed (but only to the extent available) into an interest bearing escrow account and shall file an interpleader or other comparable action with a court of competent jurisdiction requesting a ruling to determine whether such Company Tax Increment Revenues should be paid to Company or to said third party.

Section 3.4. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments to the Company required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid from either the SMSH City TIF Account or the Bayside TIF Funds as provided above in Section 3.3(a). The Company 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 establish and maintain the Company TIF Account and to deposit Company Tax Increment Revenues into the Company TIF Account and its obligation to make required payment to the Company.

Section 3.5. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Company in the manner provided hereinabove for its own use and benefit, which use and benefit shall be consistent with the Development Program and Chapter 206 of Title 30-A of the Maine Revised Statutes. The City shall make required payments in response to requests for payment submitted

by the Company setting forth the amount of the payment and containing a certification in the form attached hereto as Exhibit A.

Section 3.6. Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, 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 Company. Notwithstanding the above, the City reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that the Agreement or Development Program adopted in connection herewith or any payment made thereunder is or would be illegal or invalid. In such event, the termination shall relate back to the original date of the Agreement which shall be deemed void ab initio, and neither party shall have any obligations or liability hereunder, under the Development Program or in respect of any of the transactions contemplated thereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination. Such termination shall not, however, affect the indemnifications set forth in Section 9.10, which obligations shall survive any such termination.

Section 3.7. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Retained Tax Increment Revenues and any earnings thereon and the SMSH City TIF Account and the Bayside TIF Funds, pledged therefore under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a charge against or pledge of the faith and credit or taxing power of the City, but shall be payable solely from the Retained Tax Increment received by the City and the SMSH City TIF Account, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever therefore or to make any appropriation for their payment, excepting the City's obligation to assess property taxes upon the Project and the pledge of the Retained Tax Increment established under this Agreement.

Section 3.8 Administrative Fee.

The Company shall pay to the City an annual administrative fee to the City equal to 1% of the Retained Tax Increment. Such payment shall be deducted pursuant to Section 9.9 of this Agreement contemporaneously with the payment by the City to the Company.

ARTICLE IV COVENANTS OF THE COMPANY

Section 4.1. Project Development

- a. The Company shall construct the Project.
- b. In each year this Agreement is in effect, the Company agrees to provide, by each April 30, audited financial statements, which shall be used to determine the Company Tax

Increment Revenues due to Company for the following August 1 payment by City pursuant to this Agreement. The audited financial statements shall be used by City to determine the Cash Flow Coverage Ratio and shall not be used for any other purpose or disclosed to any other party by the City. In each year of this Agreement, the City shall pay Company Tax Increment Revenues to the Company pursuant to this Agreement to the extent necessary for Company to achieve a 1.2 to 1 Cash Flow Coverage Ratio, provided however such payments to the Company shall not be greater than the amount shown in the corresponding year's "Project Revenue" column as shown in Table No. 1 above in Section 3.1.

c. If in any year that this Agreement is in effect the Increased Assessed Value is less than \$17,000,000, the obligation of the City to pay into the Company TIF Account per section 3.1 of this Agreement shall be calculated for that year as follows: the Increased Assessed Value divided by \$17,000,000 multiplied by the corresponding scheduled fiscal year Company Project Revenue payment amount on Table 1 in section 3.1.

ARTICLE V PLEDGE AND SECURITY INTEREST

Section 5.1. Pledge of Company TIF 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 Company 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 Company the Company TIF Account and all sums of money and other securities and investments therein.

Section 5.2. Further Instruments.

The City and the Company shall, 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 agreements shall pledge the credit of the City.

Section 5.3. Liens.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Company TIF Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 5.4. 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 Account shall at all reasonable times be open to inspection by the Company, its agents, lenders and employees.

ARTICLE VI DEFAULTS AND REMEDIES

Section 6.1. 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 Company when the same shall become due and payable if such non-payment is not a result of a final determination by a court that this Agreement is illegal or invalid;
- b. Any failure by the City to make deposits into the Company TIF Account as and when due;
- c. Other than as provided in paragraph (a) and (b) above, any failure by the City or the Company to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Company respectively to be observed or performed, including any failure of the Company to use payments made under this Agreement as required in Section 3.5 of this Agreement or to perform the covenant under Section 4.1(a) of this Agreement, which failure is not cured within thirty (30) days following written notice thereof or such additional time as is allowed by City to cure provided the defaulting party promptly commences and diligently pursues a cure within said thirty (30) day period; provided, however, that this subsection (c) shall not be construed to include the Company's failure to pay Property Taxes on the Property in the District for any reason as an Event of Default hereunder; and
- d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall appoint a conservator or receiver or liquidator for the City, or if any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings for the winding up or liquidation of the City's affairs shall have been entered against the City or if 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 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.
- e. Any failure of Company to pay taxes to City when due.
- f. Any failure of the Company or any agents, assigns or successors in interest to operate the Project and pay taxes on it during the term of this Agreement.

Section 6.2. Remedies on Default.

Whenever any Event of Default described 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 following any applicable cure period and shall have all rights and remedies available to it.

a. The non-defaulting party may take whatever action at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements, or covenants benefiting 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. In addition, in the event of a default under Section 6.1(c)(e) or (f) relating to Section 3.5 or 4.1(a), the City may suspend further payments until such default is cured. If there is any dispute as to either party's performance of any of its obligations under this Agreement, such dispute may, by agreement of the parties, be submitted to non-binding mediation and, following such mediation or in the absence of any such agreement to submit the dispute to mediation, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, payments by the City shall not be suspended prior to a final determination in such proceeding in favor of the City.

Section 6.3. Remedies Cumulative.

No remedy herein conferred upon or reserved by 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 the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or 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 such right or power or be considered or taken as a waiver or 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 parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 6.4. Enforcement Rights.

The City and the Company agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Company continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Company and 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.

ARTICLE VII EFFECTIVE DATE, TERM AND TERMINATION

Section 7.1. 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 and shall expire on the later of the end of the 2018 fiscal year of the City or upon the performance of all obligations on the part of the City and the Company hereunder, unless sooner terminated under Section 3.6 or 9.2 hereof.

Section 7.2. Cancellation and Expiration of Term.

At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Company 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 VIII
ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST**

Section 8.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that the Company may pledge and assign its 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 Company to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for indebtedness related to the Project, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the 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 pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 8.2. Assignment.

Except as provided in Section 8.1, this Agreement and the obligations of the City hereunder are personal to the Company and may not be assigned or transferred by the Company except to a successor in title to the Project, without the consent of the City which consent shall not be unreasonably withheld or delayed for any reason or for no reason. In the event of an assignment, Company shall pay all legal fees incurred by City in conjunction with the assignment.

ARTICLE IX MISCELLANEOUS

Section 9.1. Successors.

a. In the event the City or the Company are dissolved, merged into or consolidated with another entity, or undergo any form of corporate reorganization (other than with respect to any dissolution, merger, consolidation or corporate reorganization solely involving the Company and any other company related to or affiliated with the Company), the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred, subject to approval of the City, which consent shall not be unreasonably withheld or delayed.

b. No consent from the City shall be required with respect to any dissolution, merger, consolidation or corporate reorganization solely involving the Company and any other company related to or affiliated with the Company. In such case, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of the Company shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 9.2. Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Company any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Company, and their successors and assigns as allowed under this Agreement; provided, however, that if the payment obligations of the City to the Company hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 9.3. Severability.

Except as otherwise provided herein, 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 9.4. No Personal Liability.

a. 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 or her individual capacity and neither the members of the City Council of the City, or any official, officer, agent, servant or employee of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

b. No covenant, stipulation, obligation or agreement of the Company contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, manager, officer, agent, servant or employee of the Company in his or her individual capacity and neither the directors, members, managers, officers, agents, servants or employees of the Company shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 9.5. 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 9.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 9.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, or, for any notice of an Event of Default, by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Portland
389 Congress Street
Portland, ME 04101
Attn: City Attorney

If to the Company:

Capital, LLC
50 Portland Pier, Suite 400
Portland, ME 04110

Either 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 9.8. Amendments.

Neither this Agreement nor the Development Program may be amended without the express written consent of all of the parties hereto, which consent shall not be unreasonably withheld. Provided, however, the parties agree to amend this Agreement in order to fulfill such reasonable requirement that a lender may require in connection with financing of the Project. This Agreement may only be amended in compliance with the provisions of 30-A M.R.S.A. § 5221 et seq., as amended.

Section 9.9. Net Agreement.

It is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid in by the Company and received by the City, and earnings thereon and provided further that the City may deduct from any payment owed to the Company the administrative fee described in Section 3.8 hereof.

Section 9.10. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 9.11. Indemnification.

a. The Company agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with the City's approval of the District and its preparation of and participation in this Agreement, including expenses arising from any default hereunder by the Company but excluding any such claims or expenses as may relate to actions or proceedings resulting from a default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

b. The City agrees to defend, indemnify and hold harmless the Company, its officers, members, managers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with any default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

Section 9.12. Waiver of Recapture if Agreement Found Void.

In the event this Credit Enhancement Agreement is found void "ab initio" by a Court of law with final jurisdiction over this Agreement, City agrees to waive its rights to recapture all Company Tax Increment Revenues paid to Company pursuant to this Agreement.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers or members, as the case may be, all as of the date first above written.

WITNESS

Sonia Bean

CITY OF PORTLAND, MAINE

By: Joseph Ehrig
Its City Manager

WITNESS

Janet Kelly

CAPITAL LLC

By: [Signature]
Its Authorized Manager

EXHIBIT A

Request for Payment

The undersigned does hereby request payment in the amount of \$_____ from the Company TIF Account of the Project Cost Account within the Bayside Redevelopment Program Fund and does hereby certify that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes.

CAPITAL LLC

Date: _____

By: _____
Its

CONSENT TO ASSIGNMENT OF AGREEMENT

This Agreement is entered into by and between the CITY OF PORTLAND, a Maine municipal corporation (the "City") and BLUE ATLANTIC PORTLAND, LLC, a Delaware limited liability company ("Blue Atlantic").

WHEREAS, the City approved a Credit Enhancement Agreement (as amended, "CEA") with Southern Maine Student Housing, LLC, dated June 21, 2006, related to the development of housing on certain real property conveyed by the City to Bayside Village Student Housing, LLC (the "Project"); and

WHEREAS, Section VIII of the CEA allows assignment of the CEA to a successor in title to the Project, with consent of the City; and

WHEREAS, the Project was thereafter conveyed by Bayside Village Student Housing, LLC to Legacy Park Portland One, LLC ("Legacy Park"), by a deed dated December 23, 2010, recorded in the Cumberland County Registry of Deeds in Book 28408, Page 90; and

WHEREAS, in connection with Legacy Park's acquisition of the Project and with the consent of the City, Legacy Park assumed all of the rights and obligations of the CEA; and

WHEREAS, the Project has recently been conveyed by Legacy Park to Blue Atlantic, by a deed dated February 21, 2012, and recorded in said Registry in Book 29376, Page 71; and

WHEREAS, the CEA has recently been assigned by Legacy Park to Blue Atlantic by an Assignment and Assumption of Credit Enhancement Agreement dated February 21, 2012; and

WHEREAS, Blue Atlantic will continue to operate Bayside Student Village as student housing pursuant to the terms and conditions of the Development Program; and

WHEREAS, Blue Atlantic has mortgaged the Project to Texas Capital Bank, National Association ("Lender"), by a Mortgage and Security Agreement dated February 21, 2012, and recorded in said Registry in Book 29376, Page 83; and

WHEREAS, Blue Atlantic, as the successor in title to the Project to Legacy Park, has requested the consent, under Section VIII of the CEA, to the assignment of the CEA to it, and the consent to its collateral assignment of its interest in the CEA to Lender.

NOW, THEREFORE, the City and Blue Atlantic hereby agree as follows:

1. The City acknowledges and consents to the assignment of the CEA to Blue Atlantic Portland, LLC, who assumes all right, title, interest, duties, and obligations to the CEA as successor in title to the Project.
2. Blue Atlantic agrees to accept the assignment of all right, title, interest, duties, and obligations under, and agrees to be bound by, the terms and conditions set forth in the CEA.

3. Blue Atlantic and the City agree that the CEA and the Development Program for the Bayside Redevelopment Municipal Development Tax Increment Financing District remains in full force and effect notwithstanding this Agreement.

4. Each party agrees to execute and deliver such additional instruments and documents required to confirm and assure the rights and obligations provided for herein, and render effective the consummation of the transactions contemplated thereby.

5. The parties specifically acknowledge Article VIII of the CEA, which permits the beneficiary of the CEA to pledge and assign its right, title, and interest in, to, and under the CEA as collateral for financing for the Project, and further requires the City to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee.

6. Pursuant to Article VIII of the CEA, the City specifically consents to the assignment of Blue Atlantic's right to the CEA to Lender as collateral for a loan to Blue Atlantic to finance the Project, and agrees to provide any necessary consents or confirmations as required by Lender.

7. The City represents that the CEA is a valid, enforceable agreement and is not in default, and that Blue Atlantic is not otherwise in default under the CEA.

8. The City agrees that, in the event of a default by Blue Atlantic under any of the loan documents between Blue Atlantic and the Lender, the City shall, at the request of Lender, continue performance of the CEA on behalf of Lender in accordance with the terms thereof, provided that there is no subsequent default under the CEA, including any obligations to pay property taxes in accordance with the CEA.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized members, officers or agents, as of this 8 day of ~~April~~^{May}, 2012.

WITNESS:

CITY OF PORTLAND:

[Signature]

By: [Signature: Mark H. Rees]
Mark H. Rees, City Manager, duly authorized

BLUE ATLANTIC PORTLAND, LLC,

a Delaware limited liability company

By: Blue Atlantic Pool 1, LLC,
a Delaware limited liability company,
its sole Member

By: Blue Atlantic Investors, Inc.,
a Delaware corporation,
its sole Member

[Signature]

By: [Signature: Robert B. Jones]
Name: Robert B. Jones
Title: Authorized Signer

Approved as to form:

[Signature]

Corporation Counsel's Office

O:\OFFICE\LARRY\eco Dev\Bayside\final Bayside Village - City_5 Consent to Assignment of Agreement.docx

CREDIT ENHANCEMENT AGREEMENT

between

CITY OF PORTLAND, MAINE

and

SOUTHERN MAINE STUDENT HOUSING, LLC

Dated as of June 2nd, 2006

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of June 26, 2006, between the City of Portland, Maine (the "City"), a municipal body corporate and politic and a political subdivision of the State of Maine, SOUTHERN MAINE STUDENT HOUSING, LLC, a limited liability company duly organized and existing under the laws of the State of Maine, with a place of business in Portland, Maine (the "Company").

WITNESSETH THAT

WHEREAS, the City designated the Bayside Redevelopment Municipal Development District and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the Portland City Council on March 3, 2003 (the "Vote"), and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and

WHEREAS, the City amended the Bayside Redevelopment Municipal Development District and Tax Increment Financing District (the "Amended District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes by action of the Portland City Council on July 6, 2005, and pursuant to such vote adopted an amended development program and financial plan for the Amended District (the "Amended Development Program"); and

WHEREAS, upon submission of an application to DECD, the City expects DECD to review and approve the Amended Development Program; and

WHEREAS, the City adopted the Amended Development Program and entered into this Agreement in order to induce the Company to build the Project by enabling the City to contribute toward the capital cost of the Project the amounts contemplated by the Amended Development Program and this Agreement; and

WHEREAS, in connection with the Amended Development Program, and as contemplated thereby, the City and the Company have agreed to execute and deliver this Agreement; and

WHEREAS, the City and the Company desire and intend that this Agreement be and constitute the credit enhancement agreement contemplated by and described in the Amended 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. All other capitalized

terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

"Account" shall mean the Project Cost Account, also known as the Bayside Redevelopment Program Fund.

"Act" means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

"Agreement" shall mean this Credit Enhancement Agreement dated as of the date set forth above between the City and the Company, as such may be amended by the parties from time to time.

"Amended District" shall have the meaning given such term in the recitals hereto.

"Captured Assessed Value" means the annual percentage of Increased Assessed Value attributable to the Project, retained in the District in each tax year during the term of the District, as specified in Section 3.1 hereof.

"Cash Flow Coverage Ratio" means net income after taxes plus depreciation plus amortization plus interest expense plus or minus non-recurring items divided by annual principal and interest on all Project debt. For purposes of computing the Cash Flow Coverage Ratio, annual property management fees shall be limited to six percent (6%) of annual gross revenue for the Project and annual contributions to reserve accounts (e.g., debt service, tenant improvement, capital repair and replacement) shall be limited to the greater of (i) those required by Project lenders or (ii) \$100,000.00. Project expenses, even if not included in the proforma expenses submitted to the City, shall be factored into the Cash Flow Coverage Ratio if such expenses are customary for projects similar to the Project or if such expenses are required by Project lenders. The Cash Flow Coverage Ratio shall be determined according to generally accepted accounting principles consistently applied and in a manner consistent with the calculation of debt service coverage ratios by Project lenders.

"City" shall have the meaning given such term in the recitals hereto.

"City Tax Increment Revenues" means in each year this Agreement is in effect, an amount of money equal to the Retained Tax Increment Revenues allocated to the City at the time and according to the schedule specified in Section 3.1 hereof.

"City TIF Account" means the account described in the Financial Plan section of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

"Company" shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee or successor thereof.

"Company TIF Account" means the account described in the Financial Plan section of the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

"Company Tax Increment Revenues" means in each year this Agreement is in effect an amount of money equal to the Retained Tax Increment Revenues allocated to the Company at the times and according to the schedule specified in Section 3.1 hereof.

"Current Assessed Value" means the then current assessed value of the Property located within the District to be determined by the City's Assessor as of April 1 of each year that this Agreement remains in effect.

"DECD" means the State of Maine Department of Economic and Community Development.

"Development Program" means the development program and financial plan for the District adopted by the City as described in the document entitled "Bayside Redevelopment Tax Increment Financing District Application", as amended, a copy of which is attached hereto as Appendix A.

"District" shall have the meaning given such term in the recitals hereto.

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Development Program.

"Fiscal Year" means the time period from July 1 through June 30 (for example, the 2008 Fiscal Year is the period from July 1, 2007 to June 30, 2008).

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means \$0, the assessed value of the Property located within the District as of March 31, 2006.

"Project" means the minimum 100 unit or 400 bed student housing and 120 car parking garage as depicted on a certain site plan dated March 13, 2006 prepared by Mitchell & Associates, or any subsequent revisions of that proposal as approved by City and as described in the Development Program, and located on a parcel of land depicted as the easterly portion of City tax map 34A, Block B, Lot 1.

"Project Cost Account" means the account in the Development Program Fund described in the Development Program and established and maintained pursuant to the Development Program and Article II hereof.

"Project Costs" means all costs incurred by the Company on the Project within the meaning set forth in 30-A M.R.S.A. §5222(14), as amended.

"Property" means all real property that is part of the Project, now or hereafter located within the District, whether or not the Company owns such Property or is otherwise liable for property taxes imposed and assessed thereon by the City.

"Property Taxes" means any and all ad valorem property taxes actually paid to the City with respect to the Property.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law, and which are of the same type and tenor as the investments in which the City invests its own funds.

"Retained Tax Increment" means that portion of Property Taxes assessed and collected by the City on the Captured Assessed Value.

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the City with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.

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), 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 constitute a part of this Agreement, nor shall they 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.

f. If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as expressly provided in Section 3.4.

ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City hereby confirms the creation and establishment of a segregated account in the name of the City designated as the "Bayside Redevelopment Program Fund" pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. §5227(3), as amended from time to time. The Account shall consist of a Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. §5227(3)(A)(1), as amended from time to time. The Project Cost Account shall include two subaccounts designated as the "Company TIF Account" and "City TIF Account".

Section 2.2. Deposits into Account.

There shall be deposited into the Account contemporaneously with each payment of property tax by the Company an amount equal to that portion of the property tax payment constituting Retained Tax Increment for the period to which the payment relates. Any and all revenues, if any, resulting from investment of monies on deposit shall be retained by the City and withdrawn from the Account contemporaneously with payment to the Company TIF Account.

Section 2.3. Use of Monies in Account.

Monies deposited in the Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof. Monies deposited into the Account and any earnings thereunder shall be designated and appropriated by City Council annually in the municipal budget in accordance with Chapter 206 of Title 30-A, and in accordance with the Development Program.

Section 2.4. Monies Held in Trust.

All monies required to be paid into the Company TIF Account under the provisions hereof and the provisions of the Development Program, other than investment earnings thereon, shall be held by the City, in trust, for the benefit of the Company.

Section 2.5. Investments.

Any monies in the 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 Account.

Section 2.6. Tax Payments.

The Company shall pay when due all Property Taxes assessed by the City on property, both real and personal, owned by the Company unless contested by the Company by appropriate proceedings pursuant to Maine law. No payments shall be made by the City under this Agreement unless the Company has paid in full all real or personal Property Taxes assessed by the City on the Company's Property when due.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Captured Assessed Value: Retained Tax Increment.

Annually, all (100%) of the Increased Assessed Value shall be retained as Captured Assessed Value and the Property Tax assessed on such Captured Assessed Value shall be retained as Retained Tax Increment each year starting with the 2008 Fiscal Year of the City and continuing for each of the next 11 Fiscal Years of the City, ending with the 2018 Fiscal Year. Table No. 1 below shows the foregoing allocation based on estimated figures. The company shall receive from the Company TIF Account an annual payment as calculated in Section 4.1(b), or the amount shown in the corresponding year's "Project Revenue" column as shown in Table No. 1 below, whichever is less. In the event that after the annual payment is made to the Company there remains funds in the Company TIF Account, said funds shall be transferred to the City TIF Account. For purposes of computing the amounts owed pursuant to this section, the amount of tax collected for reimbursement as Company Tax Increment Revenues shall be calculated on June 30th and December 31st of each fiscal year.

Table 1 --TIF Allocation Table

Tax Year	Estimated Increased Real Estate Value	Estimated Mill Rate (2% Inc.)	Estimated Incremental Tax Real Estate	Project Alloc.	Project Revenue	Estimated City Revenue From Real Estate
FY08	\$ 2,000,000	10.71	\$ 33,420	0%	\$ -	\$ 33,420
FY09	\$ 10,000,000	17.04	\$ 323,840	37%	\$ 120,000	\$ 203,840
FY10	\$ 10,000,000	17.30	\$ 330,317	38%	\$ 120,000	\$ 210,317
FY11	\$ 10,000,000	17.73	\$ 336,023	36%	\$ 120,000	\$ 216,023
FY12	\$ 10,000,000	18.08	\$ 343,881	35%	\$ 120,000	\$ 223,881
FY13	\$ 10,000,000	18.45	\$ 350,535	34%	\$ 120,000	\$ 230,535
FY14	\$ 10,000,000	18.82	\$ 357,545	34%	\$ 120,000	\$ 237,545
FY15	\$ 10,000,000	19.10	\$ 364,806	33%	\$ 120,000	\$ 244,806
FY16	\$ 10,000,000	19.56	\$ 371,980	32%	\$ 120,000	\$ 251,980
FY17	\$ 10,000,000	19.97	\$ 379,430	32%	\$ 120,000	\$ 259,430
FY18	\$ 10,000,000	20.37	\$ 387,019	31%	\$ 120,000	\$ 267,019
			\$ 3,579,375		\$ 1,200,000	\$ 2,379,375

Section 3.2. Completion of Development Program.

Under this Agreement, the Company shall complete the Project as described in the Amended Development Program.

Section 3.3. Credit Enhancement Payments.

a. Subject to Section 3.3(b), the City shall pay on August 1 of each year of this Agreement to the Company all Company Tax Increment Revenues then on deposit in the Company TIF Account. The obligation of the City to make such payment shall be limited

obligation payable solely out of monies on deposit in the Company TIF 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. In the event that City is subject to a claim by a third party to pay the Company Tax Increment Revenues to such third party, City shall not pay such amount to Company pursuant to Section 3.3(a) nor to the third party, but shall deposit the Company Tax Increment Revenues in an amount equal to such amount so claimed (but only to the extent available) into an interest bearing escrow account and shall file an interpleader or other comparable action with a court of competent jurisdiction requesting a ruling to determine whether such Company Tax Increment Revenues should be paid to Company or to said third party.

Section 3.4. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments to the Company required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Company 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 establish and maintain the Company TIF Account and to deposit Company Tax Increment Revenues into the Company TIF Account and its obligation to make required payment to the Company.

Section 3.5. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Company in the manner provided hereinabove for its own use and benefit, which use and benefit shall be consistent with the Development Program and Chapter 206 of Title 30-A of the Maine Revised Statutes. The City shall make required payments in response to requests for payment submitted by the Company setting forth the amount of the payment and containing a certification in the form attached hereto as Exhibit B.

Section 3.6. Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, 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 Company. Notwithstanding the above, the City reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that the Agreement or Development Program adopted in connection herewith or any payment made thereunder is or would be illegal or invalid. In such event, the termination shall relate back to the original date of the Agreement which shall be deemed void ab initio, and neither party shall have any obligations or liability hereunder, under the Development Program or in respect of any of the transactions contemplated thereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination.

Such termination shall not, however, affect the indemnifications set forth in Section 9.10, which obligations shall survive any such termination.

Section 3.7. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Retained Tax Increment Revenues and any earnings thereon, pledged therefore under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation on the part of the City or a charge against or pledge of the faith and credit or taxing power of the City, but shall be payable solely from the Retained Tax Increment received by the City, and any earnings thereon. This Agreement shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever therefore or to make any appropriation for their payment, excepting the City's obligation to assess property taxes upon the Project and the pledge of the Retained Tax Increment established under this Agreement.

Section 3.8 Administrative Fee.

The Company shall pay to the City an annual administrative fee to the City equal to 1% of the Retained Tax Increment. Such payment shall be deducted pursuant to Section 9.9 of this Agreement contemporaneously with the payment by the City to the Company.

ARTICLE IV COVENANTS OF THE COMPANY

Section 4.1. Project Development

- a. The Company shall construct the Project.
- b. In each year this Agreement is in effect, the Company agrees to provide, by each April 30, audited financial statements, which shall be used to determine the Company Tax Increment Revenues due to Company for the following August 1 payment by City pursuant to this Agreement. The audited financial statements shall be used by City to determine the Cash Flow Coverage Ratio and shall not be used for any other purpose or disclosed to any other party by the City. In each year of this Agreement, the City shall pay Company Tax Increment Revenues to the Company pursuant to this Agreement to the extent necessary for Company to achieve a 1.2 to 1 Cash Flow Coverage Ratio, provided however such payments to the Company shall not be greater than the amount shown in the corresponding year's "Project Revenue" column as shown in Table No. 1 in Section 3.1 above..

- c. If in any year that this Agreement is in effect the Increased Assessed Value is less than \$18,000,000, the obligation of the city to pay into the Company TIF Account per section 3.1 of the agreement shall be reduced. The reduction shall be calculated as follows: The increased assessed value divided by \$18,000,000 multiplied by the corresponding scheduled fiscal year Company Project Revenue payment amount on Table 1.

ARTICLE V
PLEDGE AND SECURITY INTEREST

Section 5.1. Pledge of Company TIF 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 Company 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 Company the Company TIF Account and all sums of money and other securities and investments therein.

Section 5.2. Further Instruments.

The City and the Company shall, 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 agreements shall pledge the credit of the City.

Section 5.3. Liens.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Company TIF Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 5.4. 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 Account shall at all reasonable times be open to inspection by the Company, its agents, lenders and employees.

ARTICLE VI
DEFAULTS AND REMEDIES

Section 6.1. 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 Company when the same shall become due and payable if such non-payment is not a result of a final determination by a court that this Agreement is illegal or invalid;

b. Any failure by the City to make deposits into the Company TIF Account as and when due;

c. Other than as provided in paragraph (a) and (b) above, any failure by the City or the Company to observe and perform in all material respects any respective covenant, condition, agreement or provision contained herein on the part of the City or the Company respectively to be observed or performed, including any failure of the Company to use payments made under this Agreement as required in Section 3.5 of this Agreement or to perform the covenant under Section 4.1(a) of this Agreement, which failure is not cured within thirty (30) days following written notice thereof or such additional time as is allowed by City to cure provided the defaulting party promptly commences and diligently pursues a cure within said thirty (30) day period; provided, however, that this subsection (c) shall not be construed to include the Company's failure to pay Property Taxes on the Property in the District for any reason as an Event of Default hereunder; and

d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall appoint a conservator or receiver or liquidator for the City, or if any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings for the winding up or liquidation of the City's affairs shall have been entered against the City or if 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 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.

e. Any failure of Company to pay taxes to City when due.

f. Any failure of the Company or any agents, assigns or successors in interest to operate the Project and pay taxes on it during the term of this Agreement.

Section 6.2. Remedies on Default.

Whenever any Event of Default described 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 following any applicable cure period, shall have all rights and remedies available to it.

a. The non-defaulting party may take whatever action at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements, or covenants benefiting 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. In addition, in the event of a default under Section 6.1(c)(e) or (f) relating to Section 3.5 or 4.1(a), the City may suspend further payments until such default is cured. If there is any dispute as to either party's performance of any of its obligations under this Agreement,

such dispute may, by agreement of the parties, be submitted to non-binding mediation and, following such mediation or in the absence of any such agreement to submit the dispute to mediation, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, payments by the City shall not be suspended prior to a final determination in such proceeding in favor of the City.

Section 6.3. Remedies Cumulative.

No remedy herein conferred upon or reserved by 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 the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or 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 such right or power or be considered or taken as a waiver or 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 parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 6.4. Enforcement Rights.

The City and the Company agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Company continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Company and 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.

ARTICLE VII EFFECTIVE DATE, TERM AND TERMINATION

Section 7.1. 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 and shall expire on the later of the end of the 2018 fiscal year of the City or upon the performance of all obligations on the part of the City and the Company hereunder, unless sooner terminated under Section 3.6 or 9.2 hereof.

Section 7.2. Cancellation and Expiration of Term.

At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and the Company 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 VIII ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST

Section 8.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that the Company may pledge and assign its 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 Company to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Company hereunder, to third parties as collateral or security for indebtedness related to the Project, on one or more occasions during the term hereof. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the 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 pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 8.2. Assignment.

Except as provided in Section 8.1, this Agreement and the obligations of the City hereunder are personal to the Company and may not be assigned or transferred by the Company except to a successor in title to the Project, without the consent of the City which consent shall not be unreasonably withheld or delayed for any reason or for no reason. In the event of an assignment, Company shall pay all legal fees incurred by City in conjunction with the assignment.

ARTICLE IX MISCELLANEOUS

Section 9.1. Successors.

a. In the event the City or the Company are dissolved, merged into or consolidated with another entity, or undergo any form of corporate reorganization (other than with respect to any dissolution, merger, consolidation or corporate reorganization solely involving the Company and any other company related to or affiliated with the Company), the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of

such party shall be transferred, subject to approval of the City, which consent shall not be unreasonably withheld or delayed.

b. No consent from the City shall be required with respect to any dissolution, merger, consolidation or corporate reorganization solely involving the Company and any other company related to or affiliated with the Company. In such case, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of the Company shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 9.2. Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and the Company any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and the Company, and their successors and assigns as allowed under this Agreement; provided, however, that if the payment obligations of the City to the Company hereunder are held by a final and binding proceeding to be illegal or invalid, this Agreement shall terminate. In such event all obligations of the parties shall terminate, and no party shall have any further liability to the other hereunder.

Section 9.3. Severability.

Except as otherwise provided herein, 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 9.4. No Personal Liability.

a. 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 or her individual capacity and neither the members of the City Council of the City, or any official, officer, agent, servant or employee of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

b. No covenant, stipulation, obligation or agreement of the Company contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, manager, officer, agent, servant or employee of the Company in his or her individual capacity and neither the directors, members, managers, officers, agents, servants or employees of the Company shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 9.5. 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 9.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement in all respects.

Section 9.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, or, for any notice of an Event of Default, by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Portland
389 Congress Street
Portland, ME 04101
Attn: City Attorney

If to the Company:

Southern Maine Student Housing, LLC
247 Commercial Street
Rockport, ME 04856

Either 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 9.8. Amendments.

Neither this Agreement nor the Development Program may be amended without the express written consent of all of the parties hereto, which consent shall not be unreasonably withheld. Provided, however, the parties agree to amend this Agreement in order to fulfill such reasonable requirement that a lender may require in connection with financing of the Project. This Agreement may only be amended in compliance with the provisions of 30-A.M.R.S.A. § 5221 et seq., as amended.

Section 9.9. Net Agreement.

It is understood that the City's payment obligations are to be satisfied solely from Retained Tax Increment Revenues actually paid in by the Company and received by the City, and earnings thereon and provided further that the City may deduct from any payment owed to the Company the administrative fee described in Section 3.8 hereof.

Section 9.10. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 9.11. Indemnification.

a. The Company agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with the City's approval of the District and its preparation of and participation in this Agreement, including expenses arising from any default hereunder by the Company but excluding any such claims or expenses as may relate to actions or proceedings resulting from a default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

b. The City agrees to defend, indemnify and hold harmless the Company, its officers, members, managers, agents and employees from any and all claims and expenses, including its attorney fees, arising out of or associated with any default hereunder by the City. This indemnification obligation shall survive termination of this Agreement or a finding that this Agreement is void or invalid.

Section 9.12. Waiver of Recapture If Agreement Found Void.

In the event this Credit Enhancement Agreement is found void "ab initio" by a Court of law with final jurisdiction over this Agreement, City agrees to waive its rights to recapture all Company Tax Increment Revenues paid to Company pursuant to this Agreement.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers or members, as the case may be, all as of the date first above written.

WITNESS

Sonia Brax

CITY OF PORTLAND, MAINE

By: *Joseph E. King*

Its City Manager

WITNESS

Anna M. Lewis

SOUTHERN MAINE STUDENT
HOUSING, LLC

By: *[Signature]*

Its Authorized Manager.

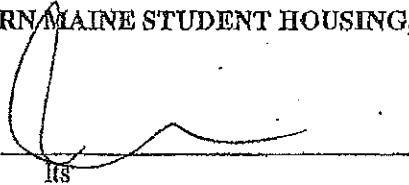
EXHIBIT B

Request for Payment

The undersigned does hereby request payment in the amount of \$_____ from the Company TIF Account of the Project Cost Account within the Bayside Redevelopment Program Fund and does hereby certify that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes.

SOUTHERN MAINE STUDENT HOUSING, LLC

Date: 6-21-06

By: 
Its _____

O:\OFFICE\CONTRACT\CapitalCreditEnhancement.Final.DMK.6.5.06.doc

EXHIBIT E
NOTICE OF PUBLIC HEARING
(TO BE PROVIDED WHEN IT IS
ADVERTISED ON 11/3/2014)

EXHIBIT F
CITY COUNCIL MINUTES -
TO BE PROVIDED AFTER CITY COUNCIL VOTE
- ANTICIPATED 11/17/2014

EXHIBIT G
CITY COUNCIL ORDER - TO BE PROVIDED
AFTER VOTE

EXHIBIT H(1)

THE CITY OF PORTLAND TAX INCREMENT FINANCING DEVELOPMENT PROGRAM

EXHIBIT H

ASSESSOR'S CERTIFICATE

The undersigned Tax Assessor for the City of Portland, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. § 5254 that the assessed value of the Municipal Tax Increment Financing District as described in the Bayside Redevelopment Tax Increment Financing Program to which this certificate is included, was revised to \$44,066,380 as of March 31, 2007.

IN WITNESS WHEREOF, this certificate has been executed as of this 19th day of April 2007.

CITY ASSESSOR

By Richard W. Blackburn

Richard W. Blackburn

Attested true copy of the original

Mary P. Davis 4-24-07

Mary P. Davis, Notary Public
State of Maine
My Commission Expires 07/27/2010

**TAX INCREMENT FINANCING DEVELOPMENT PROGRAM****EXHIBIT H(2)****ASSESSOR'S CERTIFICATE/EXPANDED AREA
OF BAYSIDE TIF DISTRICT**

The undersigned Tax Assessor for the City of Portland, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. Section 5254 that the real property assessed value of the expanded area of the Bayside Tax Increment Financing District as described in the Bayside Redevelopment Tax Increment Financing Program to which this Certificate is included is \$78,251,800 as of March 31, 2014.

IN WITNESS WHEREOF, this Certificate has been executed as of this ____ day of November, 2014.

Witness:

City Assessor

Richard Blackburn

order 87- 14/15
Tab 19 11-3-14

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 AND SETTING SALARY OF DAWN STILES AS
HEALTH AND HUMAN SERVICES DIRECTOR**

ORDERED, that Dawn Stiles is hereby appointed as Director of Health and Human Services at a salary of \$105,047.00; and

BE IT FURTHER ORDERED, that this appointment shall be effective December 1, 2014.

Dawn C. Stiles, LCSW

1801 Gulf Drive N. # 287
Bradenton Beach, Florida 34217
dawn.stiles@gmail.com
941/778-1908 - Office
207/615-5876 - Mobile

Education

2012, Gestalt International Center, Wellfleet, MA – Leadership for the 21st Century
2008, Stanford University Executive Leadership Program for Nonprofit Leaders, CA
1990, Master of Social Work, University of Maine
1986, Bachelor of Science - Accounting, University of Maine

Positions Held

April 1, 2013 - Current: **Executive Director**
The Anna Maria Island Community Center
Anna Maria Island, Florida 34216

Responsible For: \$ 1.1 million dollar budget; Community integration and programming across the age span – before & after school programming; sports leagues for youth, teens, adults and seniors; enrichment classes; participation in Island-wide initiatives; the “heart” of the island where three & four generations of families gather to participate in fun activities.

2006-2013: **President**

Spurwink Services, Portland, Maine

Select accomplishments from my strategic leadership of Maine’s largest mental health agency include:

- Revenue growth of 14% (\$55 million total budget) during significant economic downturn and rate cuts to services;
- Increased number of employees from 850 to 1000+;
- Reduction in administrative overhead from 9% to 7.5% while enhancing organizational capacity;
- Acquisition and integration of four community-based agencies;
- Creation of a research department which measures and publishes outcomes and conducts original research which appears in peer-reviewed journals, as well as presenting at national and international conferences;
- Initiation of internal leadership “bench” training program to assure organizational capacity;
- Diversification of revenue streams to reduce dependence on state & federal dollars (replaced 20% of Medicaid revenue in 4 years).

2000-2006: **Vice President/Chief Operating Officer**

Spurwink Services, (formerly The Spurwink School)

RESPONSIBLE FOR: Management functions; budget formulation; policy planning and development; development of Continuous Quality Improvement team; led visioning of multi-year agency goals/objectives and the reporting of subsequent outcome data. Problem solving around Medicaid, clinical issues, personnel matters; government liaison; communicating Spurwink’s mission and vision to external stakeholders.

1995-2000: **Deputy Bureau Director**

Department of Human Services, Augusta, Maine

RESPONSIBLE FOR: Oversight and management of \$140 million dollar budget; IT Department; legislative affairs; state-wide residential/foster care system; contracts; residential and foster care licensing; human resources; program development.

1993-1995: Residential Services Manager

Department of Human Services, Augusta, Maine

RESPONSIBLE FOR: Development and oversight of out of home resources for children in State custody and rate setting for these services.

1991-1993: Health Policy Administrator

Department of Human Services, Augusta, Maine

Responsible For: Research/development of State Medicaid policies and analysis of Federal Medicaid Regulations.

Boards/Committees

Governor LePages' Transition Team Member

Common Good Ventures Board, Vice Chair

Maine Health Management Coalition Board Member

Maine Behavioral Health Partnership Board Member

Child Welfare League of America – Northeast Rep. for Children's Residential Subcommittee

Social Justice Committee - Saint Matthew's

Executive Committee & Co-Chair - Administrative Oversight Committee, DHHS (previous administration)

1 - 3 Initiative Steering Committee - Maine Health Access Foundation

Presentations:

Butler, L.S. & Stiles, D.C. (2006, November). *The power of culture in creating and maintaining a therapeutic milieu in residential care and treatment*. Plenary session, American Association of Children's Residential Center's 50th Anniversary Annual Meeting, Chicago, IL.

Stiles, D.C. & Illoven, M. & Shadler, D. (2003 September). *Maine Caring Families – A Public/Private Partnership*. Child & Adolescent Residential Psychiatric Programs Conference: Real Data in Real Time – Evidence-Based Practice in Services to Children and Families, Portland, OR.

Honors/Awards:

Great Women of Maine 2011

Leadership Maine Lambda Class

Kevin Concannon Public Policy Award

Legislative Recognition for Innovative Program Development

Leadership Award - MACWIS

Licenses/Certificates

Clinical Social Work License #LC 4429

Economic Development Certificate

Interests

Running; Biking; Kayaking; Skiing; Yoga

40 Northwood Drive
Portland, ME 04103
207-409-9103
Annette.rogers2@gmail.com

September 12, 2014

Appointments Committee Chairman
c/o Kathy Jones
389 Congress Street
Portland, ME 04101

Dear Ms. Jones:

I would like to be considered for one of the CDBG Allocation committee volunteer positions that is posted on Portland's website.

I have previously been on this committee for ten (10) years as chair. I enjoyed working hard to get it where it is today and I believe I would be a valuable asset to finish my last three (3) year term.

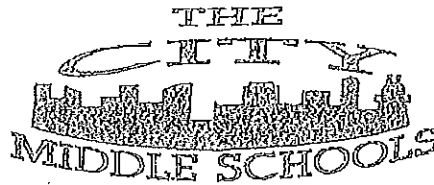
Portland is a great city to live and work in. I have a real estate background and thrive working in groups with a united mission. My extensive success at meeting deadlines, strong interpersonal and public speaking skills and ambition to succeed are additional tools I possess. I look forward to sharing these qualities as a member of the CDBG Allocation committee. My resume is enclosed.

I look forward to your reply and appreciate your consideration. Should you have any questions, please call me on my cell phone at 409-9103. Thank you.

Sincerely,

Annette E. Rogers

Enclosure



PORTLAND MIDDLE SCHOOL HOCKEY ASSOCIATION
P.O. BOX 10365
Portland, Maine 04104

September 25, 2014

Mayor Michael Brennan
City of Portland
389 Congress St.
Portland, ME 04101

**Re: Proposal to Name the Portland Ice Arena
in Honor of William B. Toubh**

Dear Mayor Brennan,

As President of the Portland Middle School Hockey Association, my Board has asked that I approach the City of Portland with a request that the Portland Ice Arena be renamed in honor of William B. Toubh.

As most Portlanders know, former City Councilor William B. Toubh, who grew up on Sherman Street, was instrumental in building the Portland Ice Arena as well as bringing the Portland Sea Dogs to Portland to a refurbished Hadlock Field. A less well-known fact about Bill is that he was the first President of the Portland Middle School Hockey Association, an organization which still provides an opportunity for approximately forty (40) Portland middle school hockey players to develop their hockey skills each year at the Portland Ice Arena. This year will mark the thirtieth (30th) anniversary of the existence of the Portland Ice Arena. Our organization feels that this benchmark represents an appropriate time to spear-head an effort to raise funds to rename the Portland Ice Arena in honor of William B. Toubh.

John Menario and Joe Gray, both former City Managers, as well as close friends of Bill Toubh, have agreed to serve as Honorary Chairmen of a committee which the Portland Middle School Hockey Association will put together to promote this effort. Our intention is to raise private funds to pay for any changes necessary for signage or other memorialization of Bill Toubh at the arena.

Obviously, it is important that an initial reaction from your colleagues on the City Council be gathered before anything further is attempted. Nobody would want to embarrass the Toubh family if there is not strong support for this proposal.

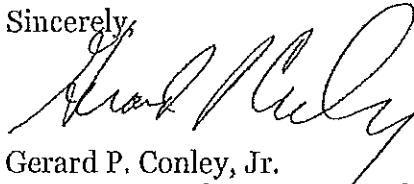
Mayor Michael Brennan
City of Portland
September 25, 2014
Page ~2~

My request, Mayor Brennan, is that you speak with members of the City Council about this idea and let me know how the Council feels about this proposal. If there is strong support for the idea it would be appropriate to have this announcement made in December on the 30th anniversary of the arena's opening.

The Portland Middle School Hockey Association will appear at any workshop or Council meeting to formalize this proposal.

Thank you for your anticipated support. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerard P. Conley, Jr.", written in a cursive style.

Gerard P. Conley, Jr.
President, Portland Middle School Hockey Association

GPC/af

cc: Anita LaChance, Director, Department of Recreation & Facilities Management
John Menario
Joseph Gray
Board Members of the Portland Middle School Hockey Association

*Order 89-14/15
Tab 21 11-3-14*

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

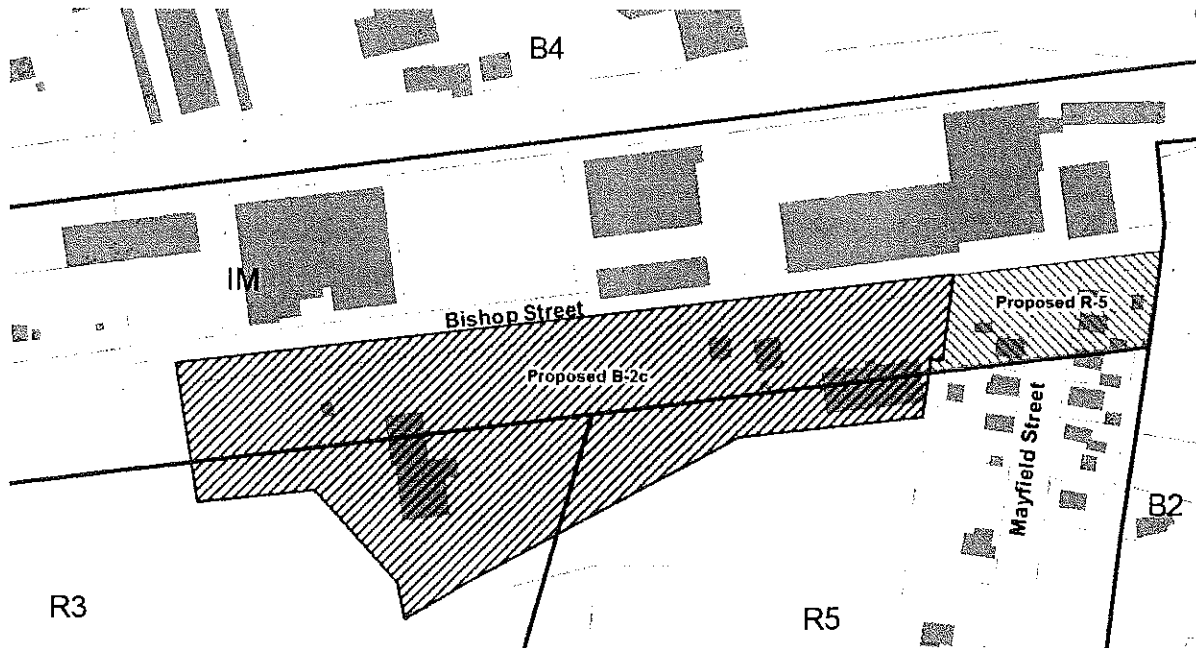
**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO ZONING MAP
RE: BISHOP STREET**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE
IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment as depicted in the area map below; and specifically rezoning land on the south side of Bishop Street to a B-2c Zone, with the adjacent area surrounding Mayfield Street to be rezoned R-5.



MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Alex Jaegerman, Planning Division Director

DATE: October 22, 2014

DISTRIBUTION: Mayor Michael Brennan; Sheila Hill-Christian, Acting City Manager; Danielle West-Chuhta, Corporation Counsel; Jennifer Thompson, Associate Corporation Counsel; Sonia Bean; Nancy English

SUBJECT: Zoning Map Amendment in the Vicinity of Bishop Street

SPONSOR: Stuart O'Brien, Chair, Planning Board

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading November 3, 2014 **Final Action** November 17, 2014

Can action be taken at a later date: Yes X No (If no why not?) The applicant, Avesta Housing, would like to commence the site plan review process for a Housing First development at 72 Bishop Street as soon as reasonably possible. Public notices will appear in the newspaper and be mailed for the public hearing.

PRESENTATION: Stuart O'Brien, Planning Board Chair, and Alex Jaegerman, Planning Division Director, 5 minute oral presentation

I. SUMMARY OF ISSUE (Agenda Description)

The Planning Board recommends a rezoning for the south side of Bishop Street near Morrill's Corner. The Board considered the existing zoning scheme for the area at three separate workshops. Ultimately, a majority of the Board found that much of the existing Moderate Impact (IM) zone on the south side of Bishop Street merited rezoning to Community Business (B-2c), with a portion at the northern end of Mayfield Street warranting a rezoning to Residential (R-5).

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

In mid-June, Avesta Housing submitted a zone change request for a 1.16 acre property at 72-78 Bishop Street. The site, which actually consists of two separate lots, is currently zoned Moderate Impact Industrial (IM), Residential (R-3), and Residential (R-5), and is developed with a single family home. Avesta requested a change to Community Business (B-2), arguing that this designation would best allow them to develop 30 efficiency units for chronically homeless individuals, using the Housing First approach employed for Logan Place and Florence House, on the site.

The Board's review highlighted the fact that much of the existing IM zone along the southerly edge of Bishop Street is currently neither developed nor functioning as an industrial area. The size of lots, the fact that the lots are only partially zoned industrial, the existence of the residential neighborhood on Mayfield Street, and the presence of sensitive natural resources in the vicinity effectively limit the potential for industrial development. Thus, the Board decided to expand the area of the proposed rezoning and ultimately directed staff to advertise the B-2c and the R-5 as the proposed zoning designations. B-2c is proposed for the five properties south of Bishop Street west of Mayfield Street. R-5 is recommended at the north end of Mayfield Street where it intersects with Bishop Street.

III. INTENDED RESULT

The proposed map amendment is designed to establish a more rational zoning scheme for the south side of Bishop Street that fits the pattern of existing uses and matches the city's vision for the Morrill's Corner area. Further, the zone change will allow Avesta Housing to proceed with the development of high-density housing for the formerly homeless on their site at 72 Bishop Street.

IV. COUNCIL GOAL ADDRESSED

The proposed map amendment addresses the following Council goals:

Promote Housing Availability: Provide increased availability in all segments of the housing market while insuring that there is suitable balance of 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.

Economic Development: 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

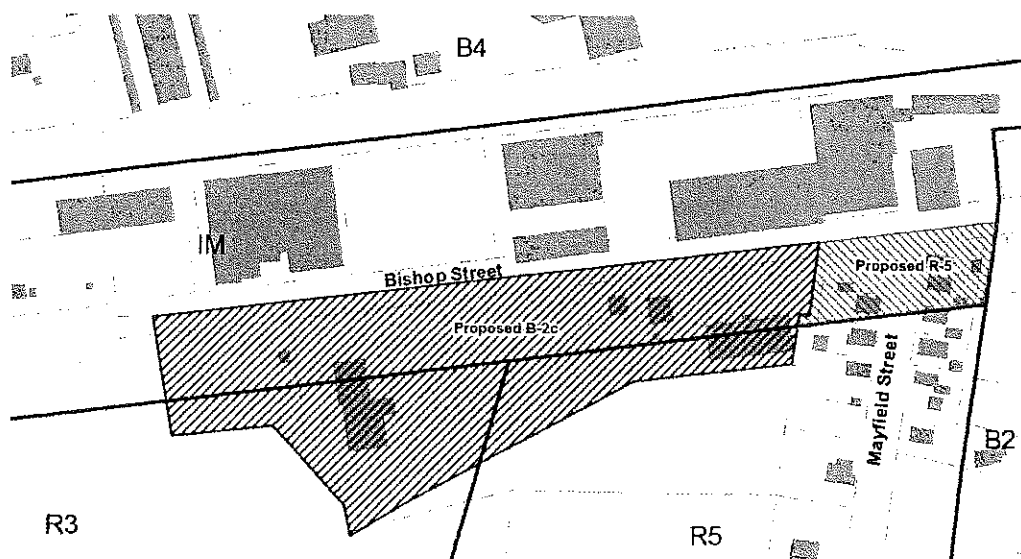
There are no known financial impacts to the City.

VI. STAFF ANALYSIS

Through the course of review, the Board engaged in substantial discussion surrounding the suitability of the existing zoning, proposed zoning designations, the area of the rezoning, and its potential traffic and environmental implications. Ultimately, a majority of the Board found the proposed rezoning consistent with the Comprehensive Plan.

VII. RECOMMENDATION

On October 14, 2014, the Planning Board voted 4-1 (Dean opposed, Soley and Dundon absent) that the proposed map amendment to change the zoning for the southern side of Bishop Street from Moderate Impact Industrial (IM), Residential R-3, and Residential R-5 to Community Business (B-2c) and Residential R-5, as shown in the map below, is consistent with the Comprehensive Plan. The Board voted 4-1 (Dean opposed, Soley and Dundon absent) to recommend adoption of the proposed amendment to the City Council. Mr. Dean expressed concerns regarding the loss of industrial land to business uses. However, he articulated his support for the R-5 rezoning at the north end of Mayfield Street.



VIII. ATTACHMENTS

1. Order
2. Planning Board Report to City Council (to be forwarded under separate cover)

Prepared by:

Signature

October 22, 2014

Date



CITY COUNCIL REPORT

from

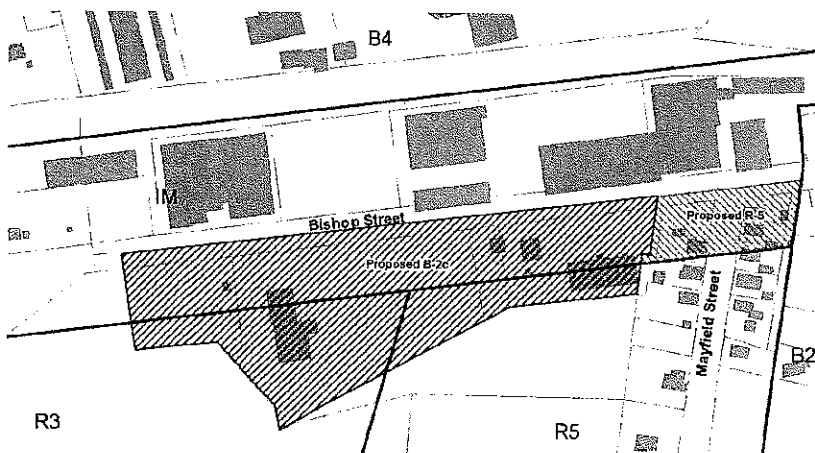
PLANNING BOARD

PORTLAND, MAINE

Map Amendment for 72 Bishop Street, Bishop Street Apartments
Rezone from I-M, R-3, and R-5 to B-2c and R-5
Avesta Housing, Applicant

Submitted to: Portland City Council
First Reading: November 3, 2014
Second Reading: November 17, 2014

Prepared by: Portland Planning Board
Date: October 22, 2014



Figures 1 and 2: 72 Bishop Street, aerial view and proposed map amendment

I. INTRODUCTION

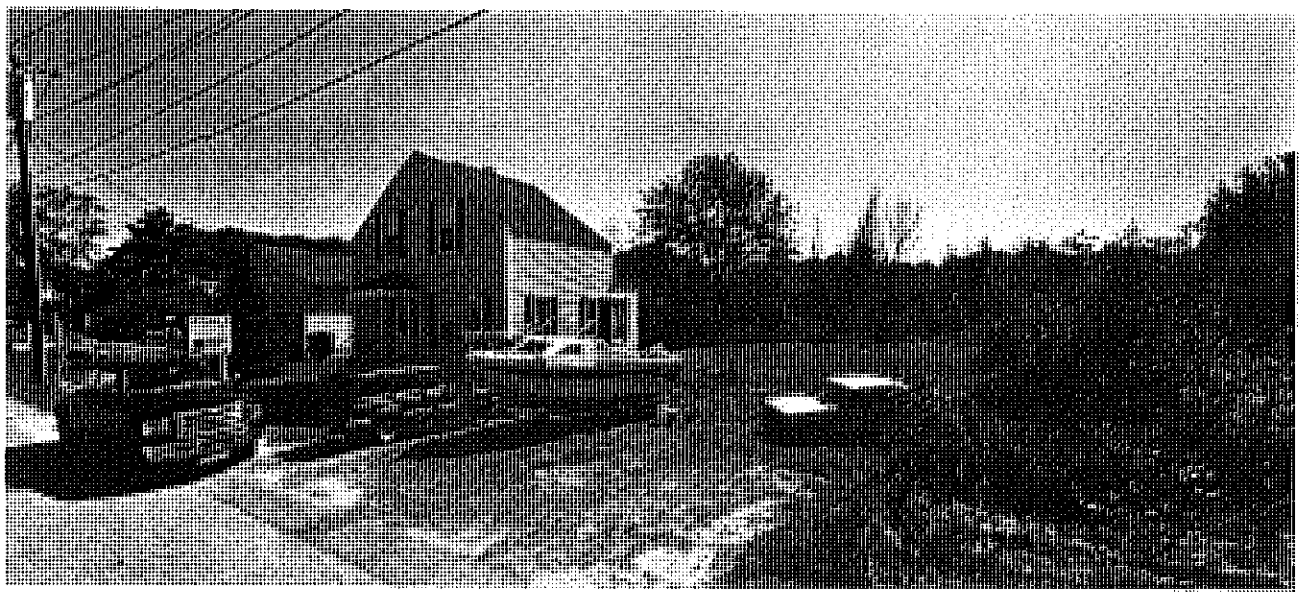
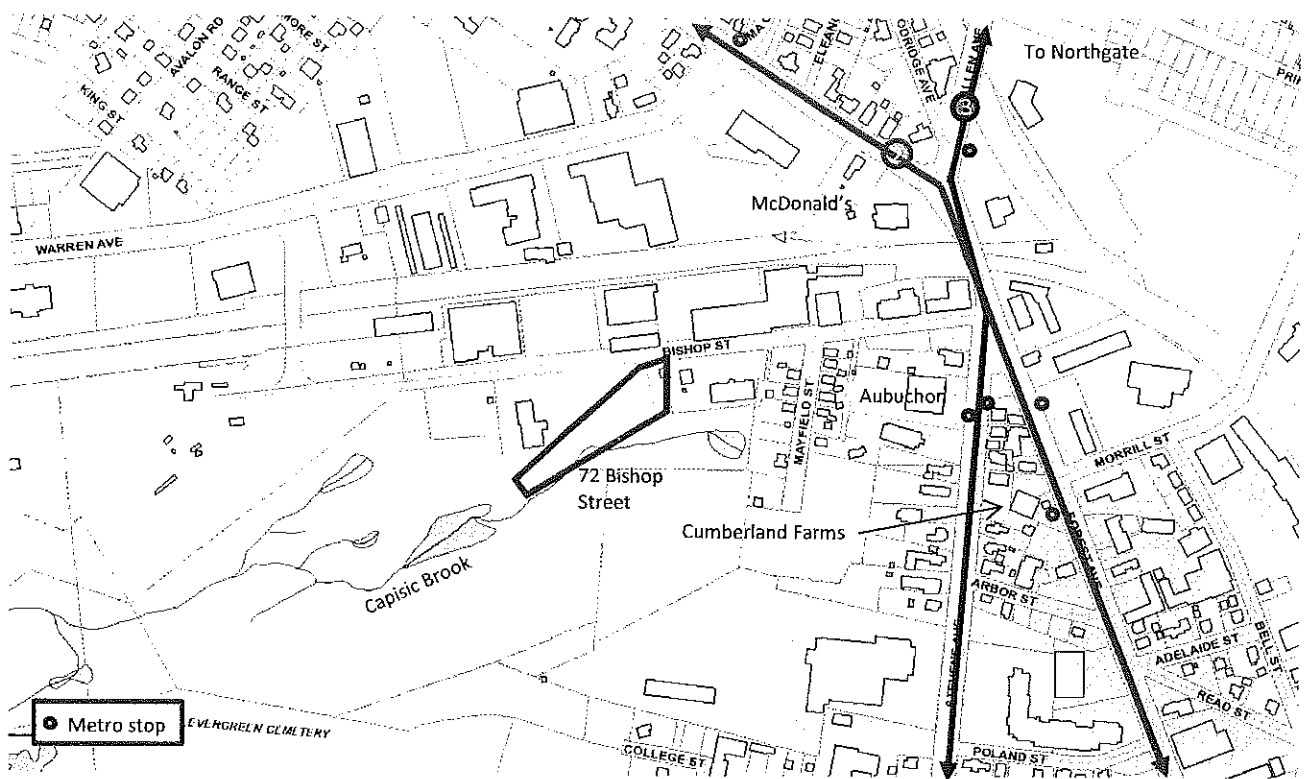
On October 14, 2014, the Planning Board voted 4-1 (Dean opposed, Dundon and Soley absent) to recommend a zoning map amendment for the southern side of Bishop Street from Moderate Impact Industrial (IM), Residential R-3, and Residential R-5 to Community Business B-2c and Residential R-5. The amendment was the result of an extensive review of the existing zoning in the area of Bishop Street, which included substantial discussion surrounding the proposed use of a site owned by Avesta Housing at 72 Bishop Street, the suitability of potential zoning designations, the area of the rezoning, and its possible traffic and environmental implications. Legal notice for the November 17 City Council hearing will be posted in the *Portland Press Herald* on November 3 and November 10. Notices will be sent to property owners within 500 feet and to the interested citizen list and posted on the city's web page.

II. BACKGROUND

In mid-June, Avesta Housing submitted a zone change request

for a 1.16 acre property at 72-78 Bishop Street. The site, which actually consists of two separate lots, is currently zoned Moderate Impact Industrial (IM), Residential (R-3), and Residential (R-5), and is developed with a single family home. Avesta originally proposed a change to Community Business (B-2), arguing that this designation would best allow them to develop 30 efficiency units for chronically homeless individuals, using the Housing First approach employed for Logan Place and Florence House, on the site.

The Planning Board considered the proposal at three workshops on July 8, August 12, and September 9, and finally at a hearing on October 14. This report reviews staff findings on the proposal, summarizes the board's deliberations, and presents the board's motion for the council to consider.



Figures 2 & 3: 72 Bishop Street context (top) and site as it exists today (bottom)

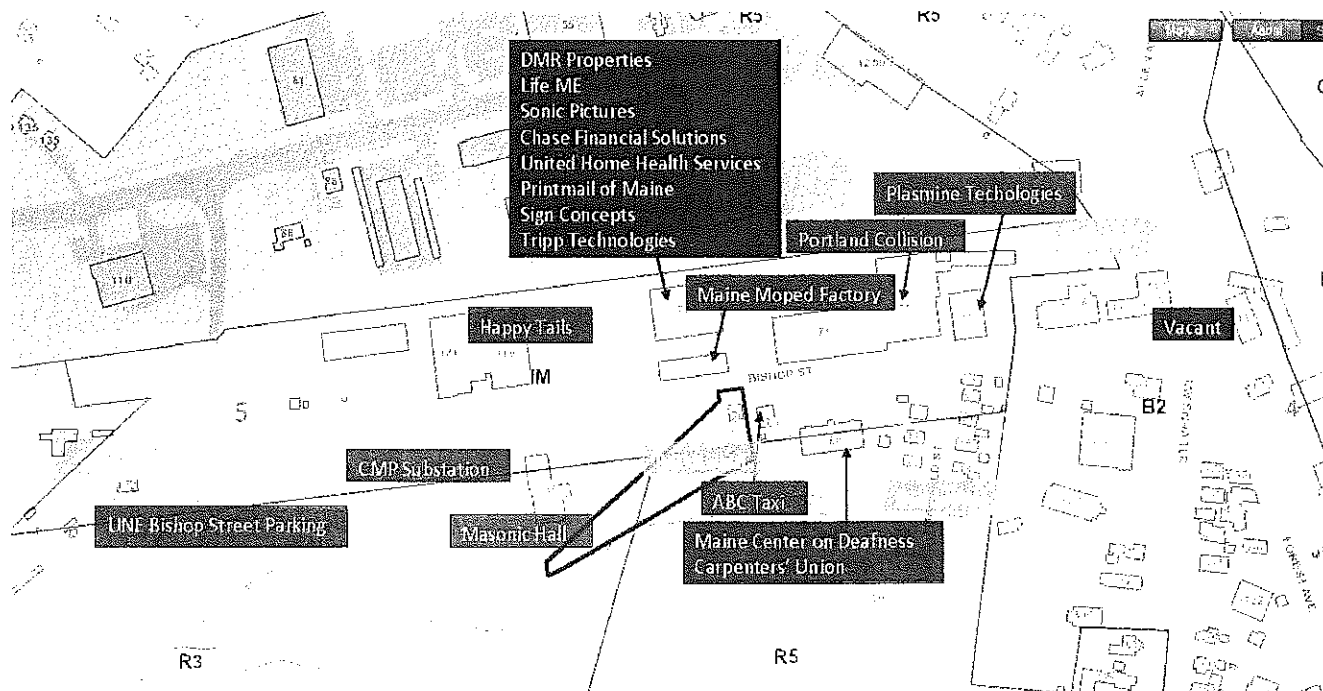


Figure 4: Existing Bishop Street uses and underlying zoning

Applicant: Avesta Housing, Greg Payne

Property Owner: Hed Way Development

Consultant: Mitchell & Associates, Bob Metcalf

III. EXISTING CONDITIONS

Bishop Street extends from Forest Avenue/Stevens Avenue at Morrill's Corner to Warren Avenue to the west (Figure 3). It currently hosts a variety of uses ranging from auto body shops to a dog grooming business, an investment advisor, a Masonic Hall, and a taxi company. The majority of the street is occupied by commercial and industrial uses. The University of New England owns a parking lot at the west end of the street, as well as all of the undeveloped land south of Bishop Street. Single family homes can be found on the east end where Bishop Street intersects with Mayfield Street. 72-78 Bishop Street, the Avesta site, lies on the south side of the street near its center. The site is presently occupied by a single-family home, with forested wetlands at the rear. Existing uses along the length of Bishop Street, determined through a windshield survey, are shown in Figure 54, coded by assumed land use. Note that these land use determinations have not been verified with the Zoning Administrator as the legal uses based upon Inspections records.

In keeping with the mix of existing uses, Bishop Street also hosts a mix of zoning designations (Figure 5). The majority of Bishop Street is zoned Industrial IM (Moderate Impact) with an Industrial IH (High Impact) zone that encompasses the former Pike Industry site at the westerly end of the street. The IM zone boundaries parallel Bishop Street, extending north to the railroad line and south approximately 100 feet from the street's centerline. Residential R-3 and R-5 zones are located to the south of the I-M zone. The majority of Mayfield Street lies within the R-5 zone, except for the residential buildings within approximately 100 feet of Bishop Street, which are zoned IM.

IV. PROPOSED MAP AMENDMENT

Current Zoning: IM (Moderate Impact Industrial), R-5 (Residential), and R-3 (Residential)

Proposed Zoning: B-2c (Community Business) and R-5 (Residential)

Current Uses: Substation, Masonic Hall, single-family residential, office

Proposed Uses: Substation, Masonic Hall, single-family and multi-family residential, office

Parcels to be Rezoned B-2c: 293-C-16, 1, 2, 3, 4

Parcels to be Rezoned R-5: 293-C-7, 8, 9 and 293-D-1, 2, 3

Table 1: Purposes

Zone	Purpose
IM (Industrial – Moderate Impact)	To provide zones in areas of the city in which light and moderate impact industries and transportation-related uses will coexist. The moderate impact industrial (I-M and I-Ma) zones are located on arterials or collectors. The I-Mb zones are similarly located on the peninsula. These locations provide for direct access onto arterials, thereby protecting residential neighborhoods from drive-through traffic. The I-M, I-Ma and I-Mb industrial zones are intended to provide for larger industrial buildings and for the limited or controlled use of areas outside of structures for storage of materials and machinery. These facilities often require large volumes of imported materials and products which result in large volumes of shipping and receiving. Often uses may be highway-oriented and transportation-related, thus relying on citywide and regional transportation infrastructure. Industrial uses in the moderate impact industrial zones may require separation from higher impact uses, which should be directed to the high impact industrial zone.
R-3	To provide for medium-density residential development characterized by single-family homes on individual lots and also to provide for planned residential unit developments on substantially sized parcels. Such development shall respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.
R-5	To provide appropriate areas of the city for medium-density residential development characterized by single-family and low-intensity multifamily dwellings on individual lots; to ensure the stability of established medium-density neighborhoods by controlling residential conversions; and to provide for planned residential unit development on substantially sized parcels. Such PRUD development shall respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.
B-2c (Community Business)	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. 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. 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. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials. [For the B-2c] 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.

V. ZONING ANALYSIS

As noted above, Avesta originally requested a zone change to B-2 for their property at 72 Bishop Street. Avesta argued that the proposed zone change was necessary to allow them to develop high-density housing for formerly homeless individuals on the site and, further, that the change met the goals of the comprehensive plan (*Attachment A*).

The subsequent review highlighted the fact that much of the existing IM zone along the southerly edge of Bishop Street is currently neither developed nor functioning as an industrial area. The size of lots, the fact that the lots are only partially zoned industrial, the existence of the residential neighborhood on Mayfield Street, and the presence of sensitive natural resources in the vicinity effectively limit the potential for industrial development. In contrast, the northern edge of Bishop Street has industrial uses along with other permitted uses in the IM zone.

Over the course of the review, then, both the Planning Board and the city's staff recognized the opportunity to develop a more rational zoning scheme for the area. To this end, staff's zoning analysis ultimately included a variety of potential designations, including the Residential R-3, Residential R-5, Residential R-6, Neighborhood Business B-1, and Community Business B-2/B-2b/B-2c. Staff also analyzed a variety of potential geographic areas for the zone change (*Attachment 1*). Following

consideration of this analysis, the Board directed staff to advertise the B-2c and the R-5 as the proposed zoning designations. Ultimately, the B-2c is recommended for the five properties south of Bishop Street west of Mayfield Street. R-5 is recommended at the north end of Mayfield Street where it intersects with Bishop Street.

Existing Moderate Impact Industrial IM Zoning

Of all the city's industrial zones, the IM is the most prevalent. IM zoning can be found along many of the city's rail and highway corridors, including the vicinity of Presumpscot Street, St. John Street, outer Congress Street, Rand Road, Canco Road, and much of Riverside Street. The IM zone is designed for arterial or collector streets where moderate impact industries can access the transportation network directly without affecting residential neighborhoods. The IM is "intended to provide for larger industrial buildings...[with] large volumes of shipping and receiving" (14-246).

The permitted uses in the IM zone are, as one would expect, generally industrial in nature, and include warehousing, food processing, recycling, lumber yards, miscellaneous repair services, dairies, and tow lots, among others. The IM zone also permits general, business, and professional offices by right. Most of the existing uses south of Bishop Street west of Mayfield Street, except for the place of assembly and the single-family home at 72 Bishop Street, are technically permitted in the IM zone. However, most of these uses, including the office, are also not necessarily "industrial" in nature. The residential uses at the end of Mayfield Street are technically non-conforming.

The dimensional standards of the IM zone are geared toward uses of an industrial nature, tending toward large buildings on large lots. The minimum street frontage, 60 feet, and the maximum structure height, 75 feet, are greater than most residential and business zones. The frontage of 72 Bishop appears to be non-conforming.

While Bishop Street has been zoned industrially for a significant amount of time and was designated as an IM zone under the *Industry and Commerce Plan* of 1994, there is a case for eliminating the IM zone on the south side of Bishop Street in this area. Again, these lots are generally not functioning as industrial in nature, are small in terms of supporting industrial development, and adjoin environmentally sensitive areas. The presence of the residential community at Mayfield Street further complicates the industrial use.

Proposed Community Business B-2c Zoning

The purpose of the Community Business B-2c zone more closely fits the general pattern of existing uses on the south side of Bishop Street west of Mayfield Street. The B-2 is written 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" and to "provide locations for moderate to high density housing in urban neighborhoods along arterials" (14-181). The B-2c, a variant of the B-2 which emerged as a viable option over the course of the review due to its increased protections for abutting residential development, is "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."

The B-2c allows a higher degree of flexibility in terms of uses than the industrial or residential zones, permitting a wide range of residential, office, and business uses. The B-2c permits restaurants, veterinary hospitals, theaters, hotels, and dairies and bakeries but prohibits drinking establishments explicitly. The majority of the existing uses on the south side of Bishop Street, including the residential, the office uses, the place of assembly, and the utility substation, are technically permitted by right in the B-2c zone.

The business zones generally promote a more urban form than the residential or industrial zones, characterized by greater residential density, smaller setbacks (and, in fact, build-to lines), and less open space. The maximum height is 45 feet, or 50 feet if the first floor is occupied by a commercial use. This form is similar to portions of Morrill's Corner proper.

Table 2: Permitted and Conditional Uses

Uses		I-M	R-3	R-5	B-2/B-2b/B-2c
Permitted	Residential	Single-family and two-family dwellings	.	.	.
		Multi-family dwellings			.
		Handicapped family units	.	.	.
		Single-family manufactured housing	.	.	
		Combined living/working spaces			.
		Lodging houses			.
		PRUDs	.	.	
		Multiplex development		.	
	Institutional	Schools			.
		Clinics			.
		Places of assembly			.
		Long term, extended and intermediate care facilities			.
		Governmental buildings and uses/municipal uses	.	.	.
		College, university or trade schools			.
		Day care facilities	.		.
	Business	General, business, & professional offices	.		.
		Personal services			.
		Offices of building tradespeople			.
		Retail establishments			.
		Restaurants			.
		Drinking establishments			. ¹
		Billiard parlors			.
		Mortuaries or funeral homes			.
		Miscellaneous repair services	.		. ²
		Communication studios or broadcast facilities			.
		Health clubs and gymnasiums			.
		Veterinary hospitals			. ³
		Theaters			.
		Hotels			. ⁴
		Dairies and bakeries	.		.
		Drive-throughs when accessory to a principal use			. ⁵
		Registered medical marijuana dispensaries			.
		Indoor recreation and family amusement establishments	.		
		Intermodal transportation facilities	.		
	Other	Accessory uses	.	.	.
		Parks		.	
		Home occupation		.	
		Studios for artists and craftspeople			.
		Special needs independent living units		.	
		Bed and breakfasts			.
		Hostels			.
		Wind energy systems	.	.	.
		Utility substations	.		.

Table 2: Permitted and Conditional Uses

Uses		I-M	R-3	R-5	B-2/B-2b/B-2c
	Warehousing and wholesaling	•			
	Low impact industrial uses	•			
	R&D and back office uses	•			
	Building contractors and construction services	•			
	Nurseries	•			
	Lumber yards	•			
	Commercial kitchens or other food preparation	•			
	Recycling & solid waste disposal facilities	•			
	Food processing	•			
	Correctional pre-release facilities	•			
	Tow lots	•			
Conditional	Residential	Sheltered care group homes	•	•	
		Additional accessory dwelling units	•	•	
		Alteration of non-residential structure to 3+ dwellings		•	
		Conversion of multi-family structure to lodging house		•	
	Institutional	Schools	•	•	
		Long-term and extended care facilities	•	•	
		Intermediate care facility	•	•	
		Places of assembly	•	•	
		Hospitals	•	•	
		Day care facilities	•	•	
		College, university, trade schools		•	
	Business	Auto service stations existing as of 1999			• ⁶
		Car washes			•
		Drive-throughs adjacent to residential uses or zones			• ⁷
		Automobile dealerships			•
	Other	Utility substations	•	•	
		Off-street parking	•	•	
		Temporary wind anemometer towers	•	•	•
		Wind energy systems	•	•	•
		Printing and publishing establishments			•
		Wholesale distribution establishments			•
		Research and development and related production			•

¹ Except in B-2c

² Excluding motor vehicle repair

³ Excluding outdoor kennels

⁴ Of less than 150 rooms

⁵ Permitted in B-2 or B-2b if not adjacent to residential use or zone

⁶ Permitted in B-2, & permitted in the B-2b if in existence since 1999

⁷ Permitted in B-2, & permitted in the B-2b if accessory

Table 3: Dimensional Standards

	I-M	R-3¹	R-5^{1,2}	B-2
Min. Lot Area per D.U.	N/A	6,500 SF	3,000 SF, except 3,600 – 4,800 SF for special needs independent living units	1,500 SF 435 SF in projects with active street frontages
Street Frontage	60 feet	50 feet	50 feet	25 feet
Min. Lot Width	None	None	60 feet, except 90 feet for multiplex	None
Min. Front Yard	1 foot for each foot of building height	25 feet	20 feet, except where average depth of adjacent front yards is less	None
Max. Front yard	None	None	None	10 feet, except for irregularly shaped lots or lots with < 40 feet of frontage
Min. Rear Yard	1 foot for each foot of building height up to 25 feet 35 feet when abutting residential zone	25 feet	20 feet	10 feet
Min. Side Yard	1 foot for each foot of building height up to 25 feet 35 feet when abutting residential zone	8-20 feet, depending on height/location	8-15 feet, depending on height/location	None
Structure Height	75 feet	35 feet	35 feet	45 ft., except 50 feet if first floor is occupied by a commercial use 65 feet on lots > 5 ac.
Max. Lot Coverage	None	35 %	40%	None
Max. Impervious Surface	75%	None	None	Residential: None Business and non-residential uses: 80%

¹Additional restrictions on total number of dwelling units, setbacks, and lot coverage apply for PRUDs in the R-3 and R-5 zones

² Separate requirements apply for small residential lot development

Proposed Residential R-5 Zoning

The R-5 zone, likewise, more appropriately fits the north end of Mayfield Street where it intersects with Bishop Street. The R-5, which currently covers the rest of Mayfield Street, is designed for medium density residential development characterized by single- and “low intensity multi-family” dwellings. This purpose clearly fits the end of Mayfield Street, where single-family homes predominate as non-conforming uses in an IM zone.

The uses of the Residential R-5 zone are entirely residential in nature. There are no industrial or business uses permitted in the residential zones. Utility substations and places of assembly are conditional uses in the residential zones. Offices are generally not permitted.

The residential zones are generally oriented toward the smaller scale, small lot development characteristic of the city’s off-peninsula neighborhoods.

VI. POTENTIAL IMPACTS

Throughout the course of the review, Planning Board members encouraged a broad look at the potential impacts of the proposed zoning designations, particularly in the case of the proposed B-2c zone. As a result, staff requested or performed several analyses of the zone change’s implications.

Traffic

At the August 12 Planning Board workshop, residents and board members raised concerns regarding the potential impacts to pedestrian and vehicular traffic under a zone change, especially in light of existing capacity issues at Morrill’s Corner. At the board’s request, Tom Errico, the city’s consulting traffic engineer, conducted a trip generation analysis designed to show how potential trip generation might generally compare under the present-day and proposed future zoning. In order to achieve this, the analysis assumed worst-case-scenario buildout based on the existing and proposed zoning designations, calculated trip generation based on these scenarios, and compared these figures.

The analysis found that, under the proposed rezoning scenario, particularly where Bishop Street west of Mayfield Street is rezoned to B-2c, there is the potential for more trip generation than under the existing zoning designation (*Attachment 2*). This is largely a result of the retail use permitted in the B-2c, which Mr. Errico assumed would have “shopping center type trip generation characteristics.” Mr. Errico estimates that up to 65 more trips could be generated in the AM peak hour and 100-200 more trips could be generated in the PM peak hour under the proposed B-2c zoning scheme than under the existing zoning, depending on how far onto the lots the rezoning extends. Mr. Errico has advised that the trip generation figures supplied in his analysis likely represent worst case scenarios. Regarding the downstream effects of the potential change in trip generation, Mr. Errico writes,

Any added traffic in this area has the potential to impact traffic conditions at Morrill’s Corner. The intersection is currently near or over capacity and the nature of multiple streets intersecting Forest Avenue in close proximity complicates traffic mobility. In my professional opinion, both zoning options will have an impact. It is very difficult to predict the magnitude of the impact, without conducting detailed traffic analyses. My general opinion is that some mitigation will be warranted if significant traffic is added to Forest Avenue.

Staff also requested that Mr. Errico comment on the implications of the trip generation analysis with respect to pedestrian accommodations. He writes,

Multi-modal transportation considerations are an important element of understanding project impacts. In the case of the zone change, it is my professional opinion that a

sidewalk systems, without gaps, should be provided between uses on Bishop Street and Forest Avenue. Morrill's Corner currently can be a difficult environment for pedestrians. While basic pedestrian features (e.g. crosswalk, signal heads) are provided, upgrades are likely warranted to fully balance all transportation user needs. It is my professional opinion that pedestrian upgrades would be required regardless of the zoning or development. I would note that the City has required for off-site mitigation improvements or monetary contributions and these are generally related to types of land uses and how they may impact conditions, so the level of mitigation will be related to traffic and pedestrian generating levels.

It should be noted that the applicant has offered to construct a sidewalk between their site and Morrill's Corner. Some neighboring property owners have raised concerns with this potential sidewalk, citing maintenance implications. Concerns regarding possible conflicts with existing trees have also been expressed. The details of extending a sidewalk along Bishop Street would be considered under site plan review.

Natural Resources

Over the course of the review, residents and board members also cited concerns regarding possible environmental impacts, particularly to the Capisic Brook. The city has devoted considerable resources to the Capisic Brook watershed in recent years, culminating in a plan for the watershed, *Capisic Brook Watershed Management Plan*, which was published in 2012. This plan cites results of a 2003 biological monitoring program on the Capisic Brook which determined that the east tributary of the Capisic, which roughly parallels Bishop Street here, had "a healthy macroinvertebrate community, good water quality, and adequate habitat" and met Class C water quality standards. It further noted that the "[v]ariation in water quality at [the east tributary/Evergreen Cemetery monitoring station compared to downstream station] has been attributed to the differences in land use, especially the presence of impervious cover, and hence probable differences of NPS [non-point source] discharges into the brook..." (1-3).

Similarly, a peer review conducted in 2007 by Call of the Wild Consulting and Environmental Services for the Gullivers Field area immediately south of Bishop Street notes that that site provides "very significant migratory passerine (songbird) stopover habitat for both the spring and fall migrations. In fact, this area is a premier destination site for spring birding because of the large variety of bird species and numbers." The review concludes, "this area is a well-documented, important ecological area in Portland that Call of the Wild recommends permanent protection [sic]..."

In terms of potential impacts to these resources, the B-2c zone actually allows a slightly greater percentage of impervious surface and a lesser rear and rear setbacks than the existing IM zone. The B-2c also permits auto service stations and car washes as conditional uses. However, the existing IM zone allows a variety of uses which generally have the potential for more intensive environmental impacts, such as recycling and solid waste disposal facilities and building contractors and construction services.

Security

At the September 9 workshop, responding to neighborhood concerns, board members also highlighted the need to understand security and safety impacts of the proposed map amendment, particularly in the context of the Avesta project. Board members asked explicitly for police department data related to security around Avesta's existing housing developments. The applicant had previously provided a testimonial from Vernon Malloch of the Portland Police Department stating that "Logan Place has successfully served as a tested model with no significant impact on the surrounding neighborhood" (*Attachment M*), but the board stressed the importance of additional information. In response, the applicant requested a summary of police calls from the Police Department. Assistant Chief Malloch provided such a summary (*Attachment N*). It is assumed that any public safety questions would be addressed under site plan review.

VII. GEOGRAPHIC AREA OF PROPOSED AMENDMENT

The September 9 workshop included some discussion of ways to limit the potential impacts of the proposed zone change, particularly in the case of the proposed B-2c. These discussions led largely to a consideration of the geography of the proposed zone change.

Extent of Rezoning to West

The extent of the rezoning west down Bishop Street provided a source of discussion throughout the course of this review. As noted above, the University of New England owns a significant amount of land both at the west end and immediately south of Bishop Street, portions of which are currently used for parking areas and recreational open space. The board has asked for documentation regarding UNE's plans for the Bishop Street area, and whether UNE's property should be included under the proposed zone change request. The merits of a B-2 or B-2c zoning designation were discussed with UNE's Assistant Vice President for Planning, Alan Thibeault, and Mr. Thibeault has provided a letter indicating the university's intent to "complete a Master Plan of the Portland Campus and submit it for consideration of an Overlay Zone," and consequently its desire not to be included under this zone change request (*Attachment PC-3*). It should be noted that Mr. Thibeault's letter also states explicitly that UNE does not support the rezoning request, remarking that the "proposed rezoning would actually result in a more complicated zoning situation, for UNE and the City, as it would increase the total number of zones, to 5, that UNE's contiguous land holdings fall into." The proposed map amendment before the council does not incorporate any of the land owned by UNE.

Extent of Rezoning to South

Similarly, the extent of the proposed rezoning south of Bishop Street, particularly with respect to the proposed B-2c, has been the subject of considerable discussion over the course of the review. As part of these discussions, questions have been raised regarding additional regulatory mechanisms, both in the city's zoning and beyond, which might apply.

Stream Protection

The city's basic mechanism for regulating development near a stream is the Stream Protection zone, which is a component of the city's shoreland zoning. The applicability statement of the Stream Protection Zone states that "the S-P stream protection zone includes all land areas within seventy-five (75) feet, horizontal distance, of the normal high water line of a stream as shown on the City of Portland Zoning Map" (14-452). As with the stream protection zone, the shoreland zone applies to areas "within seventy-five (75) feet, horizontal distance, of the normal high water line of a stream..." (14-447). The minimum setback in both zones is 75 feet from the normal high water line.

However, the Capisic Brook in this area is not technically shown in either the Stream Protection or Shoreland zones on the city's zoning map. The *Capisic Brook Watershed Management Plan* includes a recommendation to include stream segments such as this one, which were not required to be protected under the state's shoreland regulations, under the Stream Protection zone. It recommends that the city verify that mapped streams are consistent with definitions under the Natural Resources Protection Act (NRPA) and that the city "consider expanding the Stream Protection Overlay District into hydrologically connected areas of Capisic Brook." The plan also suggests that the city "consider amending the language within the overlay zone to enhance/maintain riparian vegetation and conservation of wetland/riparian area hydrologic functions" (3-28). This work has not yet been completed by the city.

The Maine DEP has found that the Capisic Brook in this area qualifies as a stream under the NRPA and is thus subject to DEP permitting requirements. Per the DEP, if a project is proposed within 25 feet of a defined stream, an individual permit is required. If a project is proposed between 25 and 75 feet of a stream, a permit-by-rule is required. While there is technically no required setback from a stream under the DEP regulations, Robert Green, a Project Manager under the DEP's Division of

Land Resource Regulation has written, “[t]he expectation is that any disturbance will be minimized to the greatest extent practicable. The PBR or permit application must include a statement outlining the need to infringe on the 75-foot setback and how the proposed project has been designed to minimize this infringement” (*Attachment 3*).

Dimensional Standards, Intensity of Use, and 30’ Rule

It should be noted that, on lots which fall into multiple zones, dimensional standards are applied to each distinctly-zoned portion of the lot. Thus, the amount of a lot which is rezoned directly relates to the intensity of development permitted on that lot in terms of residential density, impervious surface, and lot coverage calculations. This, in turn, directly relates to potential impacts.

It should also be noted that under Section 14-51, the land use code allows that “where a zone boundary line divides a lot in single or joint ownership of record at the time such line is established, the provisions of this article for the less restricted portion of such lot shall extend not more than thirty (30) feet into the more restricted portion, provided that the lot has at least twenty (20) feet of street frontage in the less restricted zone...” Per the zoning administrator, this provision is interpreted to mean that the use in the less restrictive zone, in this case the B-2c, could extend up to 30 feet into the adjacent, more restrictive zone on the same lot.

VIII. COMPREHENSIVE PLAN ANALYSIS

With respect to the rezoning of Avesta’s site in particular, there is ample policy in the Comprehensive Plan to support the change. The housing element of the Comprehensive Plan strongly supports increasing the range of housing types in the city to serve all income levels. *Housing: Sustaining Portland’s Future* highlights the need for supportive housing with a goal particularly targeted towards this housing type: “ensure that a continuum of housing is available for people with special needs and circumstances ranging from emergency shelters and transitional housing to permanent housing, which offer appropriate supportive services.” The housing plan recommends that the city should:

- *Increase the amount of supportive housing for persons with disabilities, the frail elderly, homeless families and individuals, and persons with other special needs that desire and need to live in an urban area where services are available*
- *Create enough beds to ensure that no one is forced to sleep outside due to a lack of beds in emergency shelters; and*
- *Encourage proposals from developers that will transition homeless families and individuals out of emergency shelters and transitional facilities into permanent housing, including single room occupancy (SRO) units*

In addition, the report of the city’s Homelessness Prevention Task Force, issued in November 2012, includes recommendations designed to address the city’s issues with homelessness, many of which apply here. Among these, the report recommends “a focus on providing appropriate permanent housing and support in the community for individuals, families, and youth as quickly as possible...Meeting this goal will...require constructing three new housing first units consisting of 35 units each and appropriate supports for people who are chronically homeless (4).” With respect to this action item, the Task Force set a target completion date of 2018 and charged Avesta Housing, the city, and Preble Street, among others, with the responsibility.

In terms of the Comprehensive Plan’s support for rezoning this area near Morrill’s Corner to a business zone, the plan includes policy designed to foster dense commercial and residential development in close proximity to transit and other infrastructure in the context of smart growth. *Housing: Sustaining Portland’s Future* includes policies to “encourage sustainable development patterns and opportunities within the city by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities.” Further, the plan states that the city should “maximize development where

public infrastructure and amenities, such as schools, parks, public/alternative transportation, sewer lines, and roads exist or may be expanded at minimal cost.”

It should be noted that the city’s *Industry and Commerce Plan* of 1994 included policies to “preserve, protect, and strengthen neighborhoods” with compatible development and that the plan recommends revising zoning to “protect neighboring residential zones.”

It should also be noted that, particularly with respect to the north end of Mayfield Street, as well as with respect to the area south of the existing IM zone, the Comprehensive Plan includes policies that seek to limit business expansion into residential zones. *Housing: Sustaining Portland’s Future* notes the need to “protect the stability of Portland residential neighborhoods from excessive encroachment by inappropriately scaled and obtrusive commercial, institutional, governmental, and other non-residential uses.” The plan states that the city should “discourage demolition or conversion of residential properties for non-residential uses.” Lastly, it is worth noting that the Comprehensive Plan supports the protection of natural resources. The city’s vision, as enumerated in the Comprehensive Plan, includes protecting the natural environment, and the *Sustainable Portland* report establishes a goal related to “environmental stewardship through effective transportation and land use decision-making.”

IX. PUBLIC COMMENT

Staff sent letters through postal mail to each of the property owners subject to the proposed zone change. In response, one public comment was received via phone. This neighbor expressed significant concerns regarding a potential sidewalk on his property, including its implications for existing trees and maintenance, and the property tax implications of the proposed zone change.

All previous formal written comments on the proposal are attached (*Attachments PC-1-4*), as are the neighborhood meeting minutes (*Attachment F*). These comments raise concerns regarding environmental impacts, traffic impacts, and the safety and scale of the Avesta proposal in particular. One of these letters also supports rezoning the end of Mayfield Street to R-5.

In addition, the Planning Board heard public comment on the proposal at all workshops and the hearing. Comments at these workshops focused largely on security, scale, and density concerns relating to the Avesta development in particular, as well as general environmental and traffic concerns regarding the zone change more broadly.

X. BOARD DELIBERATION AND RECOMMENDATION

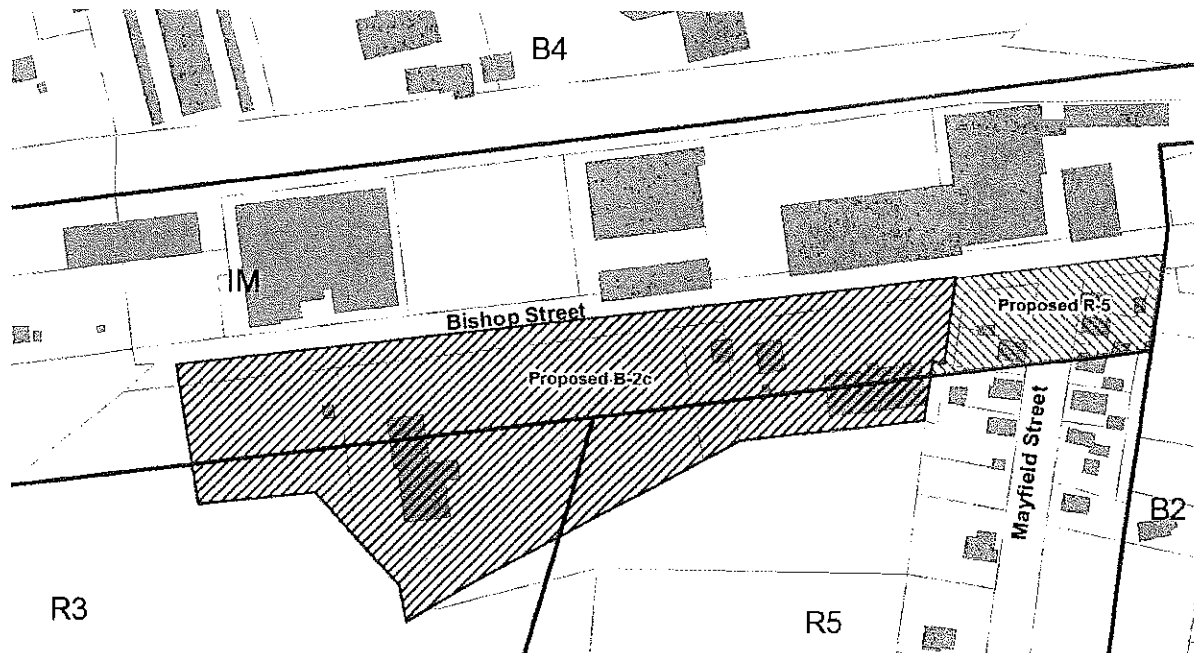
At the hearing, several geographic options for the zone change were presented. Two of these options limited the B-2c rezoning to the area which is currently zoned Moderate Impact Industrial (IM) on those five lots west of Mayfield Street (i.e. the area within the existing IM boundary 100’ from the centerline of Bishop Street), as well as the contiguous southern half of Bishop Street. These options, however, included a divergence from the 100’ offset line for the lot at 72 Bishop Street, which would have required more square footage under the B-2c zoning designation in order to allow Avesta’s housing project at the density desired. The other option rezoned the five lots west of those on Mayfield Street, in their entirety, as well as the southern half of Bishop Street, from Moderate Impact Industrial IM, Residential R-3, and Residential R-5 to Community Business B-2c. All options rezoned the northern end of Mayfield Street to Residential R-5.

The board was unanimous in its support of the Mayfield Street rezoning to Residential R-5. However, there was some deliberation as to the merits of the B-2c rezoning. Mr. Dean in particular advocated for retaining industrially-zoned land in the city and against commercial encroachment into residential zones. In his dissent, he noted concerns regarding traffic impacts to Morrill’s Corner and expressed a desire to resolve UNE’s plans for this area prior to any rezoning effort.

Ultimately, the majority of the board supported a rezoning to B-2c for the parcels west of Mayfield Street in their entirety, arguing that the purpose statement, the permitted uses, and the form of the B-2c clearly connect to the existing pattern of uses on these lots as well as the city's long-term vision for Morrill's Corner, an area the city has attempted to promote as a mixed-use commercial and residential node. The rationale for rezoning the parcels to the back of the lots was simply that it makes for the most logical and consistent zoning scheme. The majority of the board also voted to recommend the R-5 for the northern end of Mayfield where it intersects with Bishop Street. The residential uses in this area are currently technically non-conforming; and R-5 rezoning would rectify this.

The Planning Board voted 4-1 (Dean opposed, Dundon and Soley absent) as follows:

Based on the material provided in this report, public testimony, a review of applicable policies, and other information, the Planning Board finds that the proposed map amendment to change the zoning for the southern side of Bishop Street from Moderate Impact Industrial (IM), Residential R-3, and Residential R-5 to Community Business B-2c and Residential R-5, as shown in the map below, is consistent with the Comprehensive Plan and does recommend adoption of the proposed amendment to the City Council.



XI. ATTACHMENTS

Report Attachments

1. Zoning analysis
2. Traffic Engineer review (memo from Tom Errico, 9/3/14)
3. Correspondence with Maine DEP (emails from Robert Green, 10/1/14 and 10/8/14)

Applicant's Submittals

- A. Cover letter (from Bob Metcalf, 6/17/14)
- B. Map amendment application
- C. Context map
- D. Contract for sale of real estate

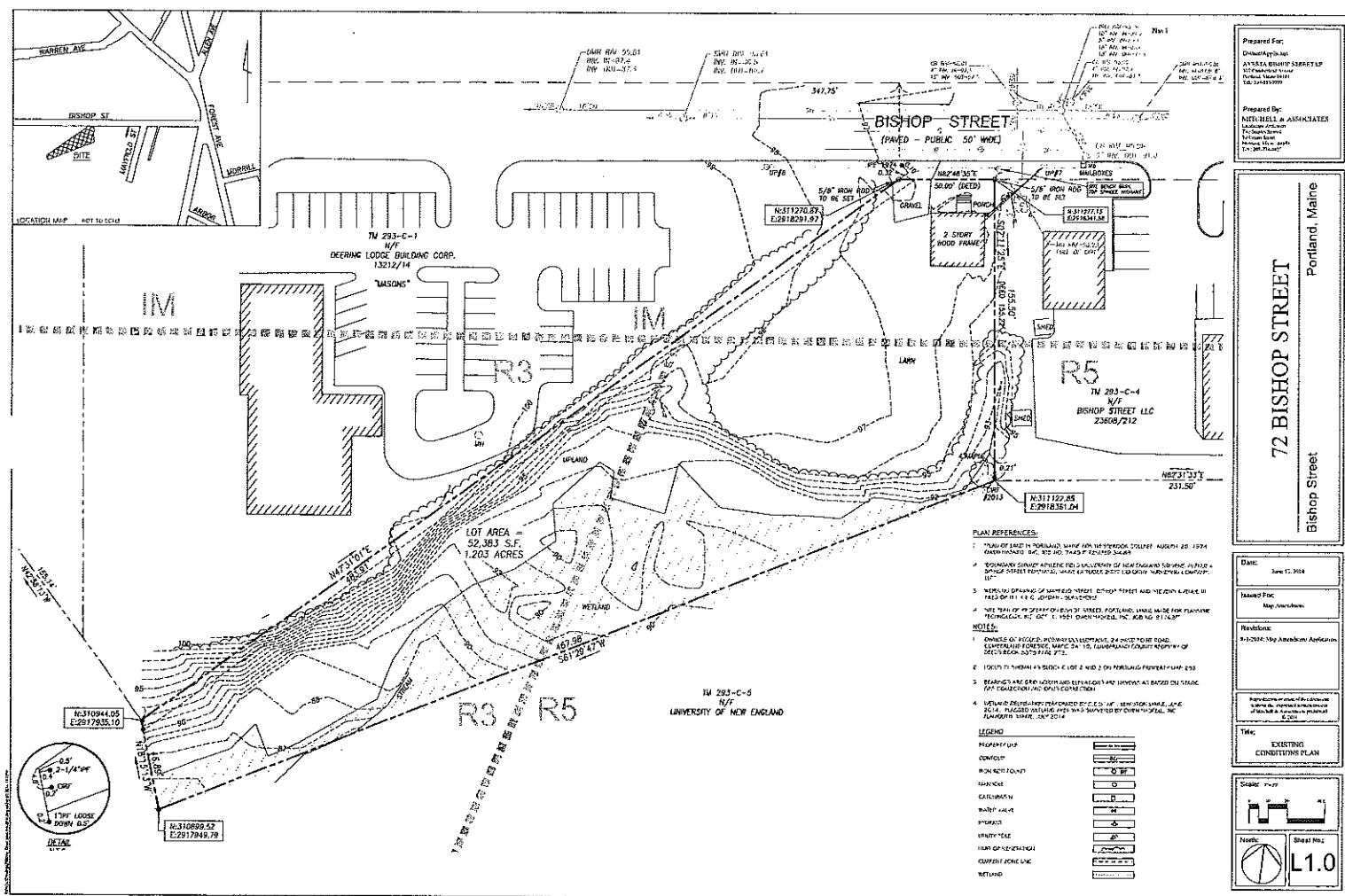
- E. Letter of authorization
- F. Neighborhood meeting minutes
- G. Cover letter (from Bob Metcalf, 8/1/14)
- H. Preble Street memo (from Mark Swann, 8/1/14)
- I. List of neighboring businesses
- J. Map of business establishments and bus stops
- K. Metro routes
- L. Cover letter and massing diagrams (from CWS Architects, 8/4/14)
- M. Letter from Assistant Police Chief (from Vernon Malloch, 7/11/14)
- N. Memo from Assistant Police Chief (10/10/14)

Plans

- Plan 1 Existing Conditions
- Plan 2 Site Plan

Public Comment

- PC-1. Email from Janet Parker (7/15/14)
- PC-2. Letter from Janet Parker (8/12/14)
- PC-3. Letter from Alan Thibeault, UNE (10/8/14)
- PC-4. Letter from Janet Parker (10/14/14)





Att. A

The Stipples School
70 Center Street
Portland, Maine 04101
P: 207.774.4427
F: 207.874.2460
www.mitchellandassociates.com

June 17, 2014

Ms. Barbara Barhydt
Development Review Services Manager
City of Portland
389 Congress Street, 4th Floor
Portland, Maine 04101

**Re: Bishop Street Apartments
72 & 78 Bishop Street
Request for Zoning Map Amendment**

Dear Barbara:

On behalf of Avesta Housing, we are pleased to submit the enclosed Zone Map Amendment application for the property located at 72 & 78 Bishop Street, Map 293, Block C Lots 2 & 3. The applicant is proposing to amend the current zoning designation (a combination of IM, R-3 and R-5) of the property to a B-2 zone with the intent to develop a 30 unit efficiency apartment building.

Housing Objective of the Project

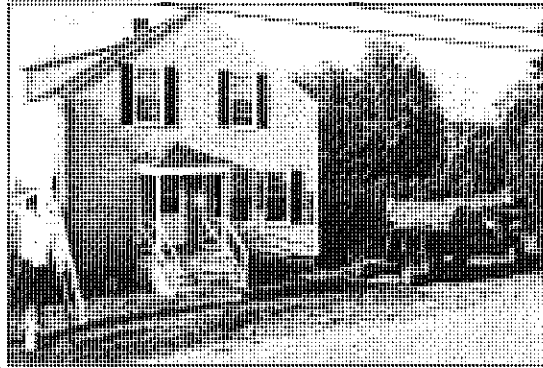
Avesta Housing proposes to develop the combined lots of 72 & 78 Bishop Street to create 30 efficiency units at 72 Bishop Street in Portland for chronically homeless individuals, using a "housing first" approach. As was the case at Logan Place and Florence House, Avesta's two prior 'housing first' projects, Avesta anticipates partnering with Preble Street for the provision of 24-hour, on-site support services and Portland Housing Authority for project-based rental assistance. In addition to the 30 apartments, the property will include common space for residents as well as office space for Avesta and Preble Street staff. Bishop Street Apartments will provide housing and support services for those chronically homeless individuals who are currently most vulnerable due to their significant medical conditions. The project will likely include a partnership with a health care provider, to both address specific health concerns and ensure that residents have access to the health and/or personal care services that medically compromised individuals typically benefit from in their homes.

The proposed facility is in close proximity to employment opportunities, public transportation services, retail and amenities, yet beyond the high paced downtown urban environment. Avesta's vision for the property is to create a high quality housing resource for the neediest population within the City of Portland that combines the best features of affordable housing and quality design.

The Site

72 & 78 Bishop Street consists of a single family residence (lot 3) and a vacant lot (lot 2). Lot 3 has 50 feet of frontage on Bishop Street and is 8,125 SF; Lot 2 is a 42,419 SF vacant lot with no road frontage and lawn and mixed primary and secondary growth vegetation. The combined property is 52,383 SF (1.203 acres) and are zoned a combination of I-M (Industrial-Moderate Impact), R-3 and R-5 zones.

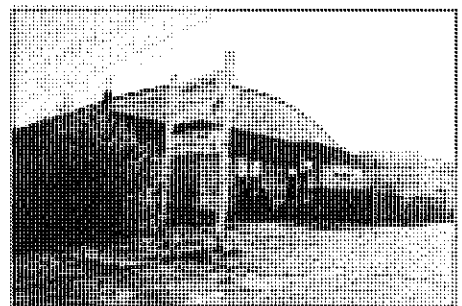
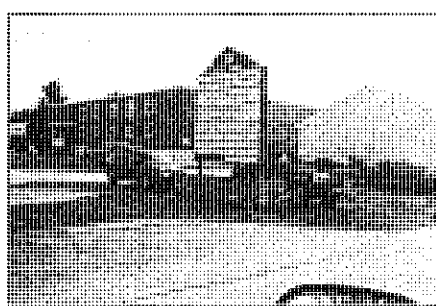
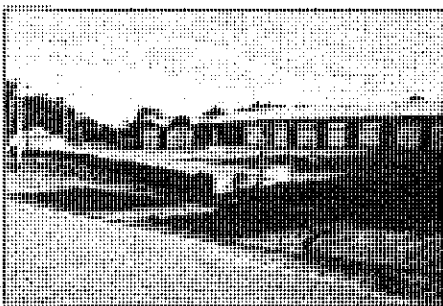
Abutting properties include a single story 3 unit professional office building to the east at 68 Bishop Street and a Masonic Hall to the west. A car repair garage (Portland Collision) is located across the street. To the south, the parcel abuts property owned by the University of New England. Bishop Street has many large industrial, metal clad buildings with varied businesses including a dog kennel, printing services and home healthcare services.



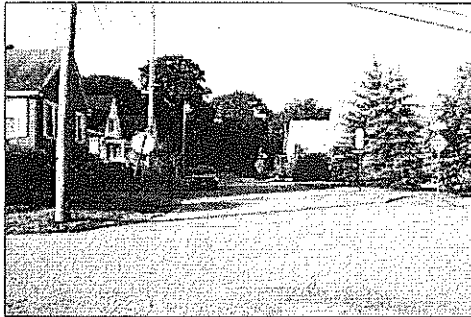
Professional Office Building

72 Bishop Street

Masonic Hall



Bishop Street Businesses



Residences on Mayfield Street

Bishop Street connects to Riverside Street to the west and Forest Avenue at Morrill's Corner to the east. While there are no residential properties on Bishop Street besides 72 Bishop, approximately ten single family residences are located towards the Forest Avenue end of Bishop Street on a small dead end street (Mayfield Street) that bisects Bishop Street.

Building Program

Bishop Street Apartments will consist of a single, new, 3 story building. The main entrance vestibule and reception is accessed from the first floor with building services including community rooms and offices. In addition, six efficiency units are located on the first level along with laundry, staff rooms and mechanical and electrical facilities. The remaining 24 efficiency units are located on the upper second and third levels. The complex will contain 30 total efficiency units.

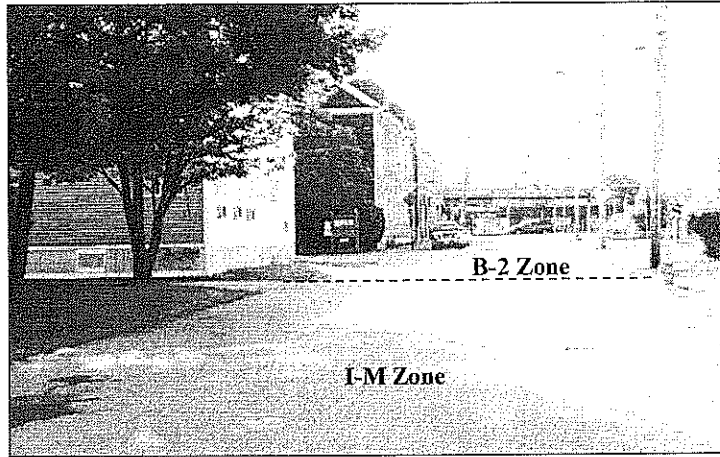
The site will accommodate a 12 space surface parking lot and dumpster pad. Outdoor recreation space will be located on the west side of the building and a landscaped seating area will be located on the eastern side of the building near the main entrance.

Zoning

The combined lots 2 and 3 (72 & 78 Bishop Street) fall within the I-M, R-3 and R-5 zones. The portion of the property along Bishop Street is defined as Industrial-Moderate Impact (IM) while the southern /rear portion of the properties are defined as Residential-3 (R-3) and Residential-5 (R-5). Avesta Housing is requesting a Zone Map Amendment to change the entire parcel created by the combined lots 2 & 3 to the B-2 Zone.

The proposed project intends to align with the city's desire to have a greater density of housing along the Forest Avenue corridor. The current zoning within the I-M zone prohibits residential uses while the R-3 and R-6 zones are primarily for medium density residential. The B-2 zone is located approximately 500 feet

from the property towards Forest Avenue. The B-2 zone supports moderate to high density residential development close to arterials.



View from 72 Bishop St towards Forest Avenue- Zoning

We believe that affording this property B-2 zoning status will provide desirable residential opportunities and support services for a population that is in great need of assistance. The location of the facility will provide residents with easy access to public transit with numerous entry level employment opportunities within walking distance.

Implementing Portland's Vision

Bishop Street Apartments supports many of Portland's goals as stated in the Land Use Ordinance and *Housing: Sustaining Portland's Future*. The purpose of the B-2 zones (sec 14-181) states to provide moderate to high density housing in urban neighborhoods along arterials. Avesta Housing has developed numerous highly successful housing projects throughout Portland and will continue, with this project, to provide excellent housing options for our community.

Housing Replacement Ordinance

The 30 housing units proposed at Bishop Street Apartments will replace the housing units lost as a result of the demolition of the single family residence.

Ms. Barbara Barhydt

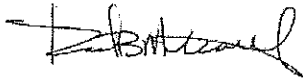
5

This submission includes the following information:

1. Zoning Map Amendment Application Fee
2. Application Booklet
3. Plan Set: Sheet L1.0 Existing Conditions
Sheet L1.1 - Concept Site Plan

We look forward to the opportunity to meet with the Planning Board to review this request. Should you have any comments and or questions, please do not hesitate to call me.

Sincerely,
Mitchell & Associates

A handwritten signature in black ink, appearing to read "R. Metcalf", with a stylized flourish at the end.

Robert Metcalf, Principal
Maine Licensed Landscape Architect

Enclosure

cc. Greg Payne, Avesta Housing
Ben Walter, CWS Architects



Zoning Map/Text Amendment Application Portland, Maine

Planning and Urban Development Department
Planning Division and Planning Board

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

I. APPLICATION SUBMITTAL

Pre-application meeting

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

Zoning Amendment Application

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

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

II. DEVELOPMENT REVIEW FEES, PUBLIC NOTICES AND GUARANTEES

Zoning Application Fees

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

Fee for City Review Services

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

Fee for Third Party Review

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

Public Notices

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

Third Party Review Fees

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

Noticing/Advertisements Planning Board/City Council Review

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

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

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

PROJECT ADDRESS: 72 & 78 Bishop Street, Portland

CHART/BLOCK/LOT: 293-C-2 & 3

DESCRIPTION OF PROPOSED ZONE CHANGE AND PROJECT:

Requesting a zone map amendment reflective of attached plans. Project to construct 30 apartment units with 12 parking spaces.

CONTACT INFORMATION:	Applicant's Contact for electronic plans Name: Mitchell Associates e-mail Address smisner@mitchellassociates.biz work # 207.774.4427
Applicant – must be owner, Lessee or Buyer Name: Avesta 72 Bishop L.P. Business Name, if applicable: Address: 307 Cumberland Avenue City/State: Portland, ME Zip Code: 04101	Applicant Contact Information Work # 207.553.7780 Home# Cell # Fax# e-mail: gpayne@avestahousing.org
Owner – (if different from Applicant) Name: HED/WAY Development Address: 24 Sand Point Road City/State : Zip Code: 04110 Cumberland Foreside, ME	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Bob Metcalf/ Mitchell & Assoc. Address: 70 Center Street City/State: Portland, ME Zip Code: 04101	Agent/Representative Contact information Work # 207.774.4427 Cell # e-mail: rmetcalf@mitchellassociates.biz
Billing Information Name: Avesta 72 Bishop L.P. Address: 307 Cumberland Avenue City/State: Portland, ME Zip Code: 04101	Billing Information Work # 207.553.7780 Cell # Fax# e-mail: gpayne@avestahousing.org
Engineer Name: Address: City/State : Zip Code:	Engineer Contact Information Work # Cell # Fax# e-mail:

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

See attached project narrative.

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

APPLICATION FEE:

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

Zoning Map Amendment <u> X </u> \$2,000.00 (from <u>R6</u> zone to <u>B3</u> zone)	Fees Paid (office use) _____	The City invoices separately for the following: • Notices (\$.75 each) (notices are sent to neighbors upon receipt of an application, workshop and public hearing meetings for Planning Board and public hearing meeting for City Council) • Legal Ad (% of total Ad) • Planning Review (\$40.00 hour) • Legal Review (\$75.00 hour) Third party review is assessed separately.
Zoning Text Amendment <u> </u> \$2,000.00 (to Section 14- <u> </u>) (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example) and language to be added is depicted as underline (example))	_____	
Combination Zoning Text Amendment and Zoning Map Amendment <u> </u> \$3,000.00	_____	
Conditional or Contract Zone <u> </u> \$3,000.00 (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)	_____	

Signature of Applicant 	Date: June 17, 2014
--	-------------------------------

Further Information

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



A Guide to Holding Neighborhood Meetings Portland, Maine

Planning and Urban Development Department
Planning Division and Planning Board

In order to improve communication between development applicants and neighbors, the City of Portland requires applicants, proposing certain types of projects, to hold a neighborhood meeting.

What type of development proposal requires a neighborhood meeting?

Neighborhood meetings, organized and hosted by the applicant, are required for the following development proposals:

- Proposed zone changes, contract zones and zoning text amendments that would result in major development;
- Subdivisions of five or more units or lots; and
- Level III site plan proposals for preliminary or final site plans:
 - Portland's new site plan ordinance went into effect in August, 2010. It now includes provisions for preliminary and final plans. Neighborhood meetings are to be held three weeks after submitting a preliminary plan or within two weeks of submitting a final plan, if a preliminary plan was not submitted.

Who must be invited to a neighborhood meeting?

Property owners within 500 feet of the proposed development (1000 feet for proposed industrial subdivisions and zone changes) as well as those people on a list of interested citizens and neighborhood groups must be invited to the planned neighborhood meeting.

The Planning Division provides the mailing labels for the neighborhood meeting invitation. We require at least 48 hours notice to generate the mailing labels and a charge of \$1.00 per sheet will be payable upon receipt of the labels.

When and where must the neighborhood meeting be held?

The neighborhood meeting must be held within three weeks of submitting a preliminary site plan. If an applicant chooses only to submit a final site plan, then the neighborhood meeting must be held within two weeks of submitting the final plan and not less than seven days prior to the Planning Board public hearing.

The meeting should be held in the evening, during the week, at a convenient location within the Portland neighborhood surrounding the proposed site. Community meeting spaces at libraries, schools or other places of assembly are recommended. Neighborhood schools are usually available for evening meetings.

Meetings should not be held on the same day as scheduled Planning Board or City Council meetings. The City Council generally meets on the first and third Monday of each month and the Planning Board generally meets on the second and fourth Tuesday of each month; however additional meetings may be scheduled. An updated schedule may be found on the City's website: www.portlandmaine.gov

When must invitations be sent?

Invitations to a neighborhood meeting must be sent no less than ten days (to include weekends) prior to the neighborhood meeting. If the notice is for a final site plan, then the neighborhood meeting must be held no less than seven days (to include weekends) prior to the public hearing. Notices may be sent by regular mail and do not need to be sent by certified mail.

What information should the invitation include?

A recommended invitation format is included in this packet of material.

Sign-up Sheets and Meeting Minutes

At the meeting, the applicant must circulate a sign-up sheet for those in attendance. The applicant must also keep accurate minutes of the meeting.

After holding the neighborhood meeting, the applicant must submit the sign-up sheet and meeting minutes to the Planning Division. The meeting minutes and sign-up sheet will be attached to the Planning Board report. A public hearing will not be scheduled until the meeting minutes and sign-up sheet are submitted to the Planning Division.

Certification

Included with this packet is a Certification to be completed and signed by the applicant. The applicant is required to certify when the invitations were sent out.

Please call the Planning Division at 874-8721 or 874-8719 if you have any questions.

Attachments

1. Neighborhood Meeting Invitation Format
2. Neighborhood Meeting Certification

~Applicant/Consultant: Please include all of the information listed below in the notice sent to neighbors~

Neighborhood Meeting Invitation Format

Applicant/Consultant Letterhead

(Date)

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a (development proposal) located at (location/number and street address).

Meeting Location: _____

Meeting Date: _____

Meeting Time: _____

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

If you have any questions, please call (telephone number of applicant or consultant).

Sincerely,

(Applicant)

Note:

Under Section 14-32(C) and 14-525 of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within three weeks of submitting a preliminary application or two weeks of submitting a final site plan application, if a preliminary plans was not submit. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street Portland, ME 04101 or by email: to bab@portlandmaine.gov

Neighborhood Meeting Certification

I, (applicant/consultant) hereby certify that a neighborhood meeting was held on (date) at (location) at (time).

I also certify that on (date at least seven days prior to the neighborhood meeting), invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change and the residents on the "interested parties" list.

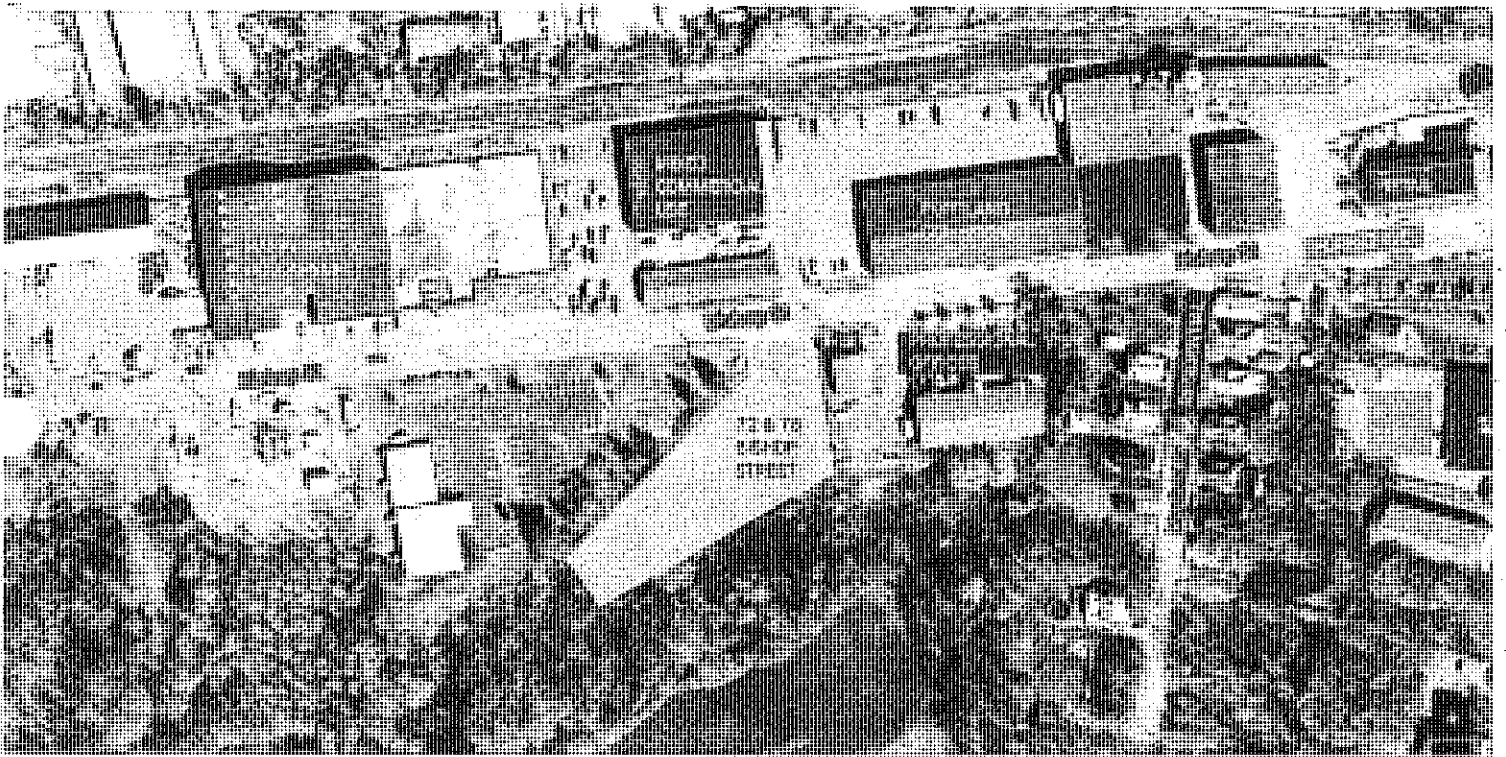
Signed,

_____ (date)

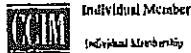
Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

Att. C



BISHOP STREET CONTEXT MAP
NOT TO SCALE



CONTRACT FOR THE SALE OF REAL ESTATE

Date: 2.20.14One Canal Plaza, Portland, ME 04101
(207) 772-1333

RECEIVED OF: Avesta Housing and/or assigns whose mailing address is 307 Cumberland Av. Portland, ME 04101, hereinafter called the Purchaser(s), the sum of Five Thousand Dollars (\$5,000) as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of Portland, County of Cumberland, State of Maine and located at 72 Bishop Street being all the property owned by the Seller(s) at the above address, and described at said County's Registry of Deeds Book 8575, Page 272 and further described as: a 1.16+/- acre parcel improved with a 1,134+/- sf wood frame house, upon the terms and conditions indicated below:

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): appliances
2. PURCHASE PRICE: The TOTAL purchase price being One Hundred Seventy Five Thousand Dollars (\$175,000) to be paid as follows: \$5,000 earnest money deposit within one business day of the execution of said contract and the balance to be paid in cash or wired funds at time of closing.
3. EARNEST MONEY/ACCEPTANCE: Majone Commercial Brokers shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing; this offer shall be valid until February 26, 2014 at 4:00 PM; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s).
4. TITLE: That a deed, conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers within 45 days of receipt of zone change referenced in Paragraph 10.1. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, declare the contract null and void and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. If the Purchaser(s) does not declare the contract void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
5. DEED: That the property shall be conveyed by a quitclaim with covenant deed, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION/OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. LEASES/TENANT SECURITY DEPOSITS: Seller(s) agrees to transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the property and all security deposits held by Seller(s) pursuant to said leases.
8. RISK OF LOSS: Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
9. PRORATIONS: The following items shall be prorated as of the date of closing:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel
 - c. N/A
 - d. Rents
 - e. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
 - f. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.
10. INSPECTIONS: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser(s):

Page 1 of 3

Seen and agreed to: FD BT

Rev. 3/2001

TYPE OF INSPECTION			RESULTS REPORTED	TYPE OF INSPECTION			RESULTS REPORTED
	YES	NO			YES	NO	
a. General Building	☒	☐	Within 21 days	g. Lead Paint	☐	☐	Within ____ days
b. Sewage Disposal	☐	☐	Within ____ days	h. Pests	☐	☐	Within ____ days
c. Water Quality	☐	☐	Within ____ days	i. ADA	☐	☐	Within ____ days
d. Radon Air Quality	☐	☐	Within ____ days	j. Wetlands	☒	☐	Within 30 days
e. Radon Water Quality	☐	☐	Within ____ days	k. Environmental Scan	☒	☐	Within 30 days
f. Asbestos Air Quality	☐	☐	Within ____ days	l. Zone Change	☒	☐	Within 90 days

The use of days is intended to mean from the effective date of this Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon Purchaser's own opinion as to the condition of the property.

11. FINANCING: Intentionally Deleted

12. AGENCY DISCLOSURE: The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Selling Licensee is acting as a Buyer's agent in this transaction and is representing the Buyer and that the Listing Licensee is acting as a Seller's agent in this transaction and is representing the Seller.

13. DEFAULT: If Purchaser(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.

14. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

15. PRIOR STATEMENTS: Any verbal representations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.

16. HEIRS/ASSIGNS: This Contract is assignable ☒ Yes ☐ No. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.

17. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimile copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimile signatures are binding.

18. BINDING CONTRACT: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.

19. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: Purchaser shall have 21 days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth herein, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the time period set forth herein, this contingency is waived by Purchaser.

20. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #2), if the property is, or has a component of, one to four residential dwelling units.

21. ADDENDA: This Contract has addenda containing additional terms and conditions: YES ☐ NO ☒

22. Per the reference in Paragraph 10.1, this contract is subject to purchaser's ability to get a zone change to Residential which is satisfactory to the Purchaser for its intended use, within 90 days of the effective date of this contract.

Page 2 of 3
Rev. 3/2001

Seen and agreed to:

Seller(s)

Purchaser(s)

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

Dana B. Green
 Purchaser
 Avesta Housing
 Name/Title General

2-20-14
 Date
01-0315296
 Soc. Sec. # or Tax I.D. #

Purchaser
 Name/Title

Date
 Soc. Sec. # or Tax I.D. #

The Seller(s) accepts the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above and agrees to pay the Broker the commission for services herein according to the Listing Agreement or if there is no Listing Agreement the sum of: 10% of Sale Price. The obligation to pay said commission or sum shall survive the closing of this transaction. Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser(s), it shall be evenly distributed between the Broker and the Seller(s), provided, however, that Broker's portion shall not exceed the full amount of the commission specified. In the event the Seller(s) defaults on its obligations hereunder, CBRE | The Boulos Company shall be entitled to costs of collection, including reasonable attorneys' fees.

Signed this _____ day of _____, Effective date of Contract: _____

The Listing Licensee is Mark Malone of Malone Commercial Brokers (Company).
 The Selling Licensee is Dan Greenstein of CBRE/The Boulos Company (Company).

Frank Dixon
 Seller
PARADE
 Name/Title

2/20/14
 Date
01-0428120
 Soc. Sec. # or Tax I.D. #

Seller
 Name/Title

Date
 Soc. Sec. # or Tax I.D. #

Offer reviewed and refused on _____, Seller

[Signature]
 Seller(s)

[Signature]
 Purchaser(s)

- Unrecorded signatures are binding.
18. **BINDING CONTRACT.** This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.
19. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION.** Purchaser shall have 21 days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days and term herein, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the time period set forth herein, this contingency is waived by Purchaser.
20. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form 602), if the property is, or has a component of, one to four residential dwelling units.
21. **ADDENDUM:** This Contract has addenda containing additional terms and conditions: YES NO
22. Per the reference in Paragraph 10.1, this contract is subject to purchaser's ability to get a zone change to Residential which is satisfactory to the Purchaser for its intended use, within 90 days of the effective date of this contract.

Page 2 of 3

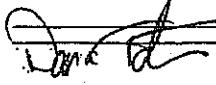
Seller
1/25/14
0 Seller(s)

Purchaser(s)

Shown and agreed to:

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller(s) acknowledge that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 3.12% of the consideration unless the Seller(s) certifies to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.


Donal Housley

Purchaser

Date

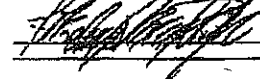
Notary Public
#

Not. Sec. 8 or TN 1.0.

The Seller(s) accept the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above and agree to pay the Broker the commission for services herein according to the Listing Agreement or if there is no Listing Agreement the sum of 10% of Sale Price. The obligation to pay said commission or sum shall survive the closing of this transaction. Seller agrees that Broker may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If this earnest money is forfeited by Purchaser(s), it shall be evenly split between the Broker and the Seller(s), provided however, that Broker's portion shall not exceed the full amount of the commission specified. In the event the Broker(s) defaults on its obligations hereunder, CBRE, The Boston Company shall be entitled to costs of collection, including reasonable attorney's fees.

Signed this _____ day of _____ Effective date of Contract _____

The Listing Licensee is Mark Malone of Malone Commercial Brokers Company.
The Selling Licensee is Dan Greenhalgh of The Boston Company.

 - Partner

Seller

Date

**First AMENDMENT
TO CONTRACT
For Sale of Real Estate
March 12, 2014**

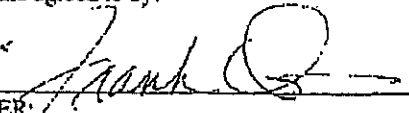
The Contract For Sale Of Real Estate for property located at 72 Bishop St. Portland, Maine, between William F. Dixon & Wesley Wright Jr., (Known as Seller) and Advesta Housing and/or assigns (known as Purchaser), dated 2/20/14, for valuable consideration, is amended as follows:

1. Paragraph 10 item a - General Building Inspection shall be extended to expire on March 18, 2014 at 5:00 pm.

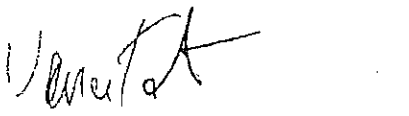
This Amendment may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument

All other terms and conditions of the Contract will remain in full force and effect.

Seen and agreed to by:

SELLER: 
BY:
ITS:

DATE 3/12/14

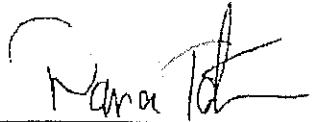

PURCHASER:
BY:
ITS:

DATE 3/13/14

Amendment A
To the Purchase and Sale Agreement
For Property Located at 72 Bishop Street, Portland, Maine
Purchaser: Avesta Housing and/or assigns
Dated: February 20, 2014

1. The time frame referenced in Paragraph 10 (1.) of the Purchase and Sale Agreement is hereby extended through July 21, 2014.
2. All other terms and conditions shall remain in full force and effect.

SEEN AND AGREED TO:



Purchaser

3-7-14

Date



Seller

5/12/2014

Date



LETTER OF AUTHORIZATION

June 17, 2014

To: City of Portland Planning Department

This letter authorizes Robert Metcalf, Michael King and/or Sashie Misner of Mitchell & Associates and Ben Walter of CWS Architects to act as agents on behalf of Avesta Housing Development Corporation in public meetings and the submission of any and all application materials that relate to our proposed development of Bishop Street Apartments on Bishop Street in Portland.

Sincerely,

Greg Payne
Development Officer

Neighborhood Meeting Certification

for

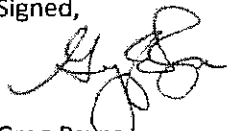
72 Bishop Street

I, Greg Payne, hereby certify that a neighborhood meeting relative to the above-referenced property was held on July 14, 2014 at Deering High School at 5:30pm.

I also certify that on July 2, 2014, invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.
2. Residents on the "interested parties" list.
3. A digital copy of the notice was also provided to the Planning Division (jmy@portlandmaine.gov and ldobson@portlandmaine.gov) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

Signed,



Greg Payne

July 15, 2014

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes



July 1, 2014

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for the creation of 30 affordable apartments at 72 Bishop Street.

Meeting Location: Deering High School

Meeting Date: Monday, July 14th

Meeting Time: 5:30pm

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

If you have any questions, please call Greg Payne, Avesta Housing 553-7780 x 211.

Sincerely,

Greg Payne, Development Officer
Avesta Housing

Note:

Under Section 14-32(C) and 14-524(a)d of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within 30 days of submitting a preliminary application or 21 days of submitting a final site plan application, if a preliminary plan was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street Portland, ME 04101 or by email: to bab@portlandmaine.gov

**Neighborhood Meeting Notes
Bishop Street Apartments
Monday, July 14, 2014**

Presenters: Greg Payne, Avesta Housing
Bob Metcalf, Mitchell & Associates
Jon Bradley, Preble Street
Ben Walter, CWS Architects

Also in attendance: Mindy Woerter, Avesta Housing
Mark Swann, Preble Street
Jaime McLeod, Preble Street
Six neighbors – see sign-in sheet

Meeting overview:

1. Greg Payne gave an overview of the project as including 30 efficiency apartments for chronically homeless folks with health issues, and explained the Housing First model as demonstrated at Logan Place and Florence House. He explained the need for a zoning change to accommodate the project, and that the Planning Board would make a recommendation to the City Council on that request.
2. Bob Metcalf provided an overview of the current zoning at the site and the request to change it to a B2 zone instead of the mix of zoning that is currently in place
3. Jon Bradley explained the programming and the demographics of the people to be served at Bishop Street

Questions and concerns raised by neighbors:

1. Question: Will this be a homeless shelter, like the shelter beds at Florence House?
 - a. Answer: No
2. Question: If this is a residential building, why do you need a business zone?
 - a. Answer: R5 does not allow the density we want, while B2 does. B2 is a mixed-use zone that includes commercial and residential, designed to integrate small business with residential.
3. Question: Did the city request the zoning change or did Avesta?
 - a. Answer: Avesta is requesting the zoning change for the parcel under our control; the Planning Board staff report suggested consideration of a larger zoning change for that area
4. Question: Will this project be for UNE students?
 - a. No – full-time students are not eligible for LIHTC housing
5. Question: Is this project compatible with the businesses across the street, and does it match well (will there be complaints about noise, activity)?
 - a. Answer: The immediate neighbors aren't industrial businesses and shouldn't be incompatible
6. Question: Bishop Street becomes like a one-lane road as business owners park on one side of the street. What will this project do to add traffic?

- a. Answer: At Logan Place, in nine years, only one resident has had a car and staff traffic will be quite light
- 7. Question: How will the existing zoning change uses in the area?
 - a. Answer: The city is re-evaluating the Bishop Street zoning and identifying what existing uses would be impacted by a change from an IM to a B2 zone. We're looking at changing the zoning at just the parcel currently under our control.
- 8. Question: Is the city looking at the zoning because of your application?
 - a. The city has been examining the zoning there since Stop & Shop left and have had discussions about zone changes, and is reconsidering that issue because of this application.
- 9. Question: What's stopping you from building more than what you're proposing here? Could you buy more land and add 100 more apartments?
 - a. Answer: Density requirements at the site, as well as our own goal of keeping the project manageable for staff, are keeping the project to under 38-40 units. It's more efficient from a program standpoint to locate several similar projects in Greater Portland.
- 10. Question: How many projects like this do you already have?
 - a. Answer: 2
- 11. Question: How is this different from public housing, and how can we be sure it won't become like public housing?
 - a. Answer: Public housing authorities build public housing, and we use different funding and develop different kinds of buildings.
- 12. Question: Is there a possibility this building will fail and you'll have to sell it in five years? Has that already happened in your business?
 - a. Answer: Any housing we sell goes to other owners who will preserve it as affordable housing. Government restrictions require this project remain affordable for 45 years. But none of our LIHTC projects have failed.
- 13. Statement: There aren't many services located near here. It doesn't make sense to have 30 units here for people who may have mobility issues
 - a. Answer: Many services will be received on site, and Preble Street staff are responsible for arranging transportation to ensure residents access off-site services they need
- 14. Question: How long is the residents' lease?
 - a. Answer: 1 year
- 15. How do they pay for their housing?
 - a. The housing is subsidized, so residents pay 30% of their income, and the government covers the rest
- 16. Is this guaranteed to stay housing, or could you turn it into something like a teen center?
 - a. No, we can't do that, as it would mean evicting residents, and we're confident that our model is successful
- 17. Question: How does your staff handle security?
 - a. Staff are there 24 hours to monitor the building and the area, and any visitors are required to sign in

18. Do tenants have to remain sober and clean? Will there be recovering alcoholics there, or people with mental illness
 - a. No, they must be good tenants. If they have problems with sobriety, it becomes a tenancy issue, and we monitor them closely. Yes, there will be people dealing with alcoholism and mental illness, but we've been doing this very successfully, and we work closely with neighbors and the police to ensure there's no impact on the neighborhood.
19. Question: What about when they're out on the street – how do you monitor them?
 - a. Answer: We work with the neighbors and respond to any complaints; however, we generally do not receive complaints at our other properties from neighbors. The Police Department has written a letter stating these projects have no negative impact on the neighborhood, and we don't house people unless we feel they can be safe in the neighborhood. We also run background checks and criminal checks.
20. Question: Will there be smoking in the building, or a place to smoke outside?
 - a. Answer: No smoking is allowed in the building, and there will be a place outside for smokers
21. A concern was stated about safety, whether the project would lead to drug-related incidents, and about the project's compatibility with the neighborhood in consideration of the mixed results of the Spurwink facility for teens
 - a. Answer: Presenters stated we work with neighbors to ensure a safe neighborhood, and that our residents tend to stay inside and won't be out on the street to cause issues. Additionally, Spurwink's program works with a very different population from ours
22. Question: How do you monitor visitors?
 - a. Answer: Everyone has to be buzzed in and sign in and out. No one who has been using or is drunk is allowed in. Residents are responsible for guests, and tend to hold their guests accountable for their actions as they are invested in their home and want to remain. We're strict with guest violations and will bar them from returning if they commit offenses. Residents are only allowed a certain number of overnight guests a month.
23. Question: Does the project require DOT accommodation for transportation, or considerations for bus routes?
 - a. Answer: No, however based on previous feedback we are exploring two options: adding or moving a Metro stop, or adding a sidewalk on the street.
24. Neighbors stated they'd prefer a sidewalk over a bus stop on Bishop Street, and suggested encouraging service providers not to turn left onto Bishop because of traffic issues, but rather take Warren Avenue.
25. Question: What are your landscaping requirements?
 - a. Answer: We have to include trees and shrubs, as well as lighting as required by the city.
26. Question: Are pets allowed?
 - a. Answer: Avesta allows cats; however, Preble Street staff work closely with residents to determine if they can handle the responsibility.

27. Question: What happens if the zoning change is approved but your project isn't built?
Does the zoning revert?
a. Answer: No
28. Why did you choose this site?
a. Answer: The need for this kind of housing is growing, and a task force suggested building several more projects that are scattered throughout the city. We reviewed several sites, evaluated price and location, and talked to city staff, and in the end this site rose above other options. The city sees this area as changing to become more residential and agreed with us that this site is the best option available.
29. Question: How tall will the building be?
a. Answer: Three stories
30. A statement was made that traffic concerns are the primary problem. Presenters said if the project goes through, we'll be an ally in addressing those problems
31. Concerns were raised about lighting being too bright and additional noise on the street. Presenters said most residents will be inside and won't be causing noise problems outside.
32. Question: When will elevation drawings be available?
a. Answer: After the zoning change is approved, if it is approved.
33. Question: What will the design be like, and how much will it change?
a. Answer: It will be good quality design that will fit with the context of the neighborhood and will last for the long term. We'll accommodate the Planning Board suggestions on design, but the footprint will not change much.
34. Question: Is there a shared kitchen?
a. Answer: No
35. Question: Will the project devalue my property?
a. We have no reason to believe that the project will have a negative impact on property values.
36. Question: Will there be fencing? And can it be green/natural?
a. There will likely be some fencing, and we're happy to provide natural fencing if it's desired
37. A concern was raised about Bishop Street being a congested street, and that people on wheelchairs could be hit by cars

**72 Bishop Street Neighborhood Meeting
July 14, 2014**

Name	Street Address	Email Address
------	----------------	---------------

Janet Parker 9 Mayfield

Joan & John Vance 393 Warren Ave the map @ main: AR 107

Jeff Small 29 Mayfield Jffsmall@yahoo.com

HUTTON 24 MAYFIELD MHUTTON@MECA.EDU

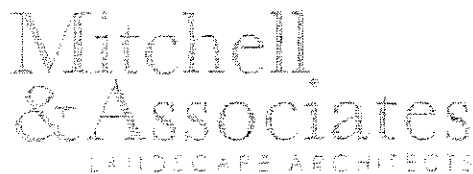
KATHLEEN VANCE 393 WARREN AVE THEMAPLE@MAINE.BR.COM

.....

1

Wolfschlag, H. (1999). *Die deutsche Sprache*. Berlin: Springer.

[illegible]



Att. G

The Brooks Center
70 Center Street
Portland, Maine 04101
P 503.744.4427
F 503.744.4428
www.mitchellandassociates.org

August 1, 2014

Ms. Helen Donaldson, Planner
and Planning Board Members
City of Portland Planning Department
389 Congress Street, 4th Floor
Portland, Maine 04101

**Re: Bishop Street Apartments
72 – 78 Bishop Street
Request for Zoning Map Amendment**

Dear Nell and Planning Board Members:

The following responses and supporting documentation has been prepared in response to Planning Board and staff review comments and subsequent discussions with staff. A neighborhood meeting was held on July 14, 2014 at Deering High School, required documentation was submitted under separate cover. Since our last meeting with the Board, we have had the environmental assessment and topographic survey completed. This information has been added to the concept site plan. The following are points that we understood the Board wanted further understanding of in order to assess the proposed use and map amendment request.

Preble Street Resource Services

The following is a brief summary of points that address questions raised by the Board and several neighbors during the neighborhood meeting. These include how Preble Street will manage the property, type of services provided, including outside support services. A more detailed memo prepared by Preble Street is enclosed.

- Preble Street staffing will be provided on a 24/7 basis, shifts are 8 AM to 8 PM with a minimum of 2 staff upwards of 4 during the day, 8 PM to X AM with 2 staff.
- Outside service providers, Logan Place averages one to two per day, Bishop Street may be slightly higher due the population.
- Transportation services will be provided by case managers from several partner organizations and Preble Street.

- Services provided by Preble Street include helping individuals to transition from chronic homelessness to permanent housing; independent living skills such as cooking, budgeting, meeting vocational or school goals, begin treatment for mental illness. Coordination provided with outside service providers.
- Avesta will be the landlord and provide maintenance for the facility. Security will be provided around the clock by on-site staff monitoring and provide support to deal with any crisis that may occur, visitors must sign in and out at the main desk. Security cameras will be strategically located and staff will monitor activity. Access by visitors and service providers will be restricted to the front entry.

Proposed B2 Zone Limits

Staff requested that we evaluate the limit of the site area of 72 & 78 Bishop Street necessary to achieve the density for 30 Apartment Units and retain the balance of the parcel as R3. As we discussed, the revised B2 Zoning Standards require a new use to have an active street frontage and have a front set back *"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."*

This is an irregular shaped lot with 50 feet of frontage. Due to the lot configuration and access 24 wide drive requirements, the original submission placed the closest point of the building to the property line at 23.45 feet. As suggested, we looked at narrowing the access drive, where there is no parking, from 24 feet to 20 feet. This allowed shifting of the building approximately 2.83 feet toward the property line or 20.62 feet.

Of concern to Avesta is the planning board's determination of meeting the standards *"to the maximum extent practicable."* If the location will satisfy this requirement the density can be based upon 435 SF/dwelling unit or 13,050 SF of lot area. If the determination is not favorable then density is based upon 1,500 SF/dwelling unit or 45,000 SF.

The determination is important to identifying where the limit of the B2 Zone is located. We have shown both options on the concept plan for discussion with the planning board. Note: The zoning line for Option 1, based on 435 SF/dwelling unit, the zone line has been located to include the area necessary for the building program, parking and circulation or 30,000 SF +/- . The remaining area to be retained as R3 would 22,383 SF +/- . Option 2, based on the 1,500 SF/dwelling unit would require 45,000 SF retaining 7,383 SF as R3.

The Building

72 Bishop Street is designed to accommodate the permanent housing needs of 30 formerly homeless elderly individuals in a modern, multi-unit apartment structure. Each apartment designed as an efficiency type single room occupancy unit where all living, dining and sleeping accommodations are provided in a single, large living space. A large "Great Room" is provided as a shared space for all residents of the program and will include multiple areas such as sitting, living, game and small kitchen area for staff and resident interaction, which is both popular and socially engaging among this population. The Great Room is designed with a tall ceiling and extensive transparency between the indoor and outdoor social patio area. Additionally the first floor will include a semi-private TV/Den area, toilet rooms, staff office and meeting spaces, laundry room, building system support spaces, a space for visiting service providers including councilors and nurses, and a respite room to accommodate residents who need short term medical assistants. A prominent and transparent access point is provided between the end of the first floor hallway and the rear outdoor social area. The facility included six residential units on the first floor and 12 units on each of the second and third floors.

Based upon the intended first floor active space and exterior public space we believe we address the active street frontage. The constraints created by the limited frontage and shape of the lot and access requirements limit the ability to place the building closer to the street frontage. The proposed outdoor open space/seating area, pedestrian and vehicular circulation support an active functional street presence.

To finalize the location of the B2 zone line is dependent upon a positive finding that the current concept plan as shown meets the setback provision "*standard is met to the maximum extent practicable.*"

Public Transit

We have identified the location of Metro bus stops within a 10 +/- minute walk of the site. The Morrill's Corner area is served by the number 2 and 3 metro bus routes. The number 2 travels along Forest Avenue and the number 3 travels along Allen and Stevens Avenue. The closest bus stop locations for the number 2 are located on either side of Forest near the Subway store. There also are inbound and out bound stops at Forest Avenue and Poland Street in front of The Park Danforth. The number 3 bus has two stops within a 5 min + walk along Stevens Avenue. The first is located in front of Aubuchon Hardware and on the opposite side of the street in front of Bogusha's Polish restaurant. The next stops occur in front of The Park Danforth and the UNE School of Dentistry. All of these stops are within a 5-10 min. walk of 72 Bishop Street.

Public safety concerns were raised along Bishop Street due to lack of public sidewalk. The proposed apartments are within 500 feet of existing public sidewalk that exist along the Bishop Street side of 844 Stevens Avenue. Avesta understands the concern and will be willing to address this during the site plan review process.

Crosswalks do exist in the Morrill's Corner intersection and we concur due to the configuration of the intersection that there are safety concerns negotiating these crosswalks within the time frame allotted by the traffic signal. That said, the inbound and outbound #2 bus at Poland Street is easily accessible and within a 5-10 minute walk and is a safer route. This bus stop location may also be accessed via Stevens Avenue and Poland Street (The Park Danforth). There is a Stevens Avenue crosswalk located at Poland Street.

Site Selection

At the workshop meeting the planning board requested more detail regarding the selection of this property. Avesta will be prepared to provide more in depth discussion and information with the planning board at the scheduled August 12, 2014 workshop meeting.

Environmental Assessment

CES, Inc.; Environmental Scientist completed a wetland delineation for the property, locating limits by GPS. This information was incorporated on the boundary and topographic survey completed by Owen Haskell, Inc. A short segment of stream was identified along the south westerly property line. This segment of stream does not meet the city definition of a stream. CES is in the process of coordinating a meeting with MDEP to make a determination if it meets the MDEP definition.

We understand this area, inclusive of on-site and off-site wetlands are located in the head waters of the Capisic Brook that has been classified as an impaired watershed. Based on our discussions with you and Doug Roncarati, we understand that the City's MS4 storm water requirements include addressing the water quality of this watershed. Storm water management will require meeting the Chapter 500 Standards address water quality treatment. These requirements will be addressed during the Site Plan permitting process.

Based upon the updated information, the concept plan has been modified to eliminate the dumpster by incorporating a trash room within the building and relocating the outdoor activity area at the rear of the building.

Ms. Helen Donaldson, Planner
and Planning Board Members
Page | 5

Enclosed for your review:

- Preble Street Memo, prepared by Mark R. Swann
- Existing businesses and aerial map exhibit
- Metro bus service schedules, bus routes #2 & #3
- Updated Existing Conditions Plan
- Revised Concept Plan
- Concept Architectural Massing prepared by CWS Architects (Under separate cover)

Should you have any questions or have additional comments, please do not hesitate to call me.
We look forward to meeting with you and the Planning Board at the August 12, 2014 workshop meeting.

Sincerely,

Mitchell & Associates



Robert B. Metcalf, Principal

Maine Licensed Landscape Architect

Enclosure

Cc Greg Payne

Ben Walter

Jon Bradley



Preble Street

Turning Hunger and Homelessness into Opportunity and Hope

*Anti-Trafficking Coalition
Clinical Intervention Program
First Place
Florence House
Food Programs
Joe Kreiser Teen Shelter
Logan Place
Maine Hunger
Initiative & Advocacy
Resource Center
Teen Center
Veterans Housing Services*

BOARD OF DIRECTORS

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Yemaya St. Clair
James Sterling
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Edie White

Mark R. Swann
Executive Director

38 Preble Street
Portland, ME 04101
207.775.0026 Phone
info@preblestreet.org
www.preblestreet.org



Memo to: City of Portland Planning Board
From: Mark R. Swann
Date: August 1, 2014
Re: Zoning Changing for 72 Bishop Street

Thank you for your consideration of this important addition to the Portland community. We look forward to being a valuable and contributing neighbor on Bishop Street. We hope the information below will assist in your assessment.

We remain available to answer any questions you may have.

Staffing Requirements on site at any one time:

A minimum of two staff members will be on duty at all times, with as many as four on-site between the hours of 8 a.m. and 8 p.m. We expect to have 10 full time employees: one coordinator, one supervisor, and one team leader managing seven housing support workers. Full-time staff will be supplemented by as-needed staff to cover vacations and sick days. Management personnel will be onsite during daytime hours, and overnight shifts will have a team leader on site. Preble Street's Chief Program Officer will oversee the program, and Preble Street provides a 24-hour on-call system, staffed by a clinical manager, to address clinically challenging situations. Additional staffing will include social work, counseling, and occupational therapy interns, as well as trained volunteers.

Staff/service traffic volume:

The staff/service traffic volume at Logan Place, the first housing development of this kind in Portland, varies greatly from day to day. Service and healthcare providers make individual appointments with tenants, and there may be a dozen individuals coming to provide case management or assistance with activities of daily living or a follow up to a medical appointment in a given day. Over a two month period from May 1, 2014, through June 30, 2014, Logan Place had an average of four service workers visiting clients each day. This number is slightly inflated due to one tenant being seriously ill and requiring daily hospice visits. A typical service appointment usually lasts 60 minutes or less. These visits are spread throughout the day, sometimes into the evening. The volume at any one time of day is typically one or two, maximum. It is rare for there to be more than five cars in the Logan Place parking lot at any one time. Non-service guest visits total approximately six per day.

Potential number of outside medical providers that would visit residents, including frequency:

As noted above, the average number of outside medical visits at Logan Place, is one or two a day. At the Bishop Street facility, because the target population is individuals who are medically compromised, we anticipate this number will be slightly higher. However, we anticipate being able to mitigate this factor by engaging with a healthcare partner and having medically credentialed staff as part of the program. This will lead to increased efficiency due to coordination of visits.

Transportation options provided to residents:

Transportation is a critical part of service planning for each tenant. Case managers from several organizations including Maine Health, Catholic Charities, and Preble Street can transport individuals for shopping and assist individuals in learning to be comfortable

with available public transportation. All tenants can get bus passes. Preble Street has an account with Elite Taxi service for emergency use. Additionally, most clients in the Bishop Street building will qualify for Medicaid assistance for rides to appointments. Preble Street is working closely with Maine's new Mainecare ride contractor, Logisticare, to transport clients to scheduled medical, case management, mental health, substance abuse counseling or treatment appointments. Tenants and Preble Street staff make these arrangements, which include pick up and return after any appointment. Many tenants who are mobile will be able to walk to local convenience stores and grocers.

Services provided by Preble Street and other partners:

Preble Street provides case management services to all tenants to ensure that individuals succeed in making the transition from chronic homelessness to permanent housing. A key role of Preble Street staff is working alongside tenants to develop service plans for improving independent living skills such as cooking or budgeting, meeting vocational or school goals, or beginning treatment for mental illnesses. Preble Street staff collaborate with tenants to reach goals, and establish new ones over time, making referrals to other providers and organizations as needed to assist tenant in achieving those goals and maintaining health and stability. Outside agencies are welcome at any time to visit and work with tenants, at tenants' discretion. Many tenants routinely receive services ranging from behavioral health to personal care attendants to housekeeping assistance.

Because many long term homeless individuals need assistance with household responsibilities, such as cleaning and cooking, staff often focus on these issues, and for disabled tenants, will find resources from the community to assist with these tasks.

How the facility will be managed:

Avesta Housing provides building maintenance and is the landlord for all tenants. Preble Street staff work closely with the building manager, facilitating communication and supporting clients with maintaining stable housing.

Preble Street takes building management and security very seriously. Staff provide on-site monitoring and support to deal with any crisis that emerges and to ensure tenant safety. Each residential site has a front desk that is staffed 24 hours a day. The doors to each building are locked and visitors are required to check in at the front desk and produce identification which is copied and filed by staff. The staff member at the front desk monitors the building exterior through strategically placed cameras. The front desk is also the place where tenants can seek assistance if they have a question or concern. An intercom in each room allows tenants to contact the desk, and makes it easy for staff to check in with tenants regarding visitors.

Tenants are allowed a maximum of five overnight visits per month in accordance with public housing leases, and staff maintains a visitor log noting every guest entry and exit. Staff members do regular rounds, ensuring the security of the building and monitoring living spaces. Preble Street offers 24-hour clinical support through an on-call system staffed by managers, and staff are trained to call for medical or law enforcement support in the case of any disturbance.

Tenants at Logan Place have created a strong community, supported by staff and volunteers. Tenants at Logan Place prepare communal dinners, participate in regular house meetings to address their concerns and issues, and enjoy activities and outings such as hikes, cooking contests, and game tournaments.

BISHOP STREET APARTMENTS

72-78 Bishop Street

The following is a list of businesses located within a fifteen minute walking distance of 72 Bishop Street (see enclosed anotated aerial plan):

Stevens Avenue

- Aubuchon Hardware
- Bogusha's Polish Restaurant
- Pat's Meat Market Café
- Siano's
- The Quality Shop
- Veterans Center

Allen Avenue

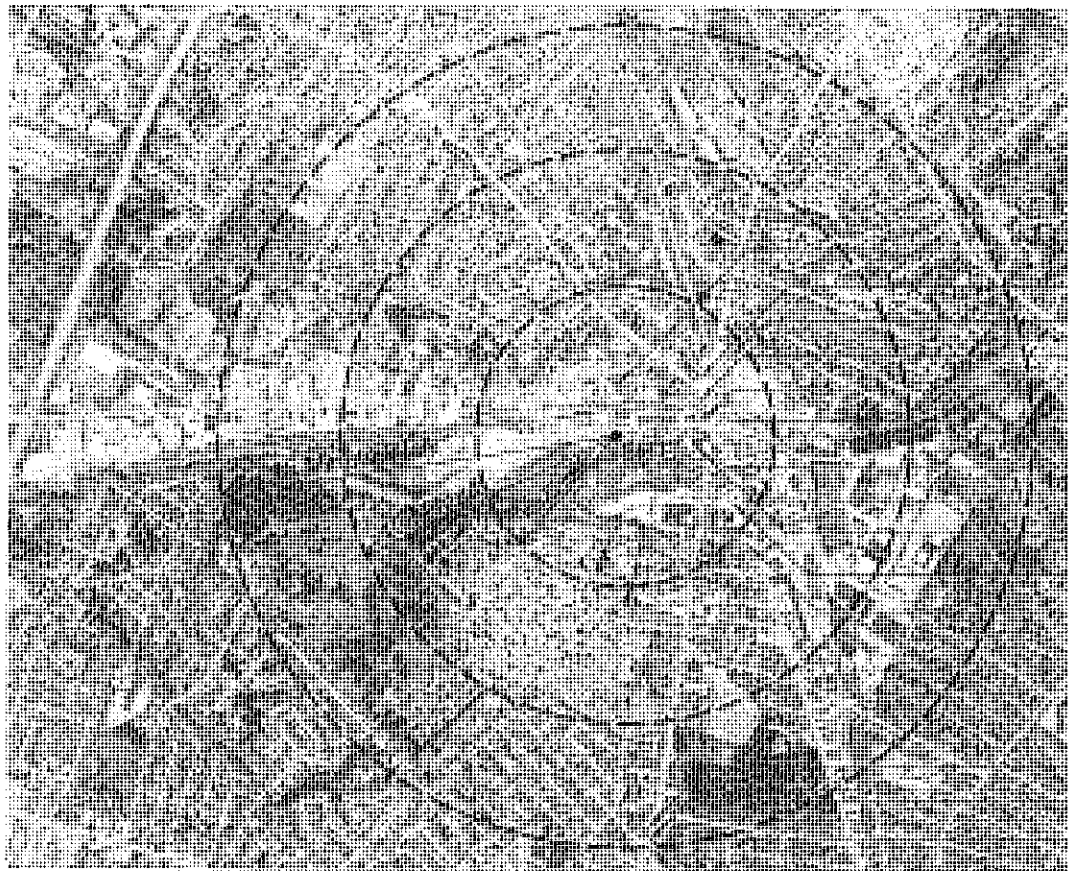
- Bruno's Restaurant

Warren Avenue

- Salvation Army Thrift Shop

Forest Avenue

- McDonald's
- Subway
- Susan's Fish & Chips
- Sunoco Food Mart
- Banadir Halal Market
- Morrill's Corner Pub
- PO Boy's & Pickles
- Starbucks Coffee
- Ginza Town
- Cumberland Farms
- Papa Johns
- African Supermarket

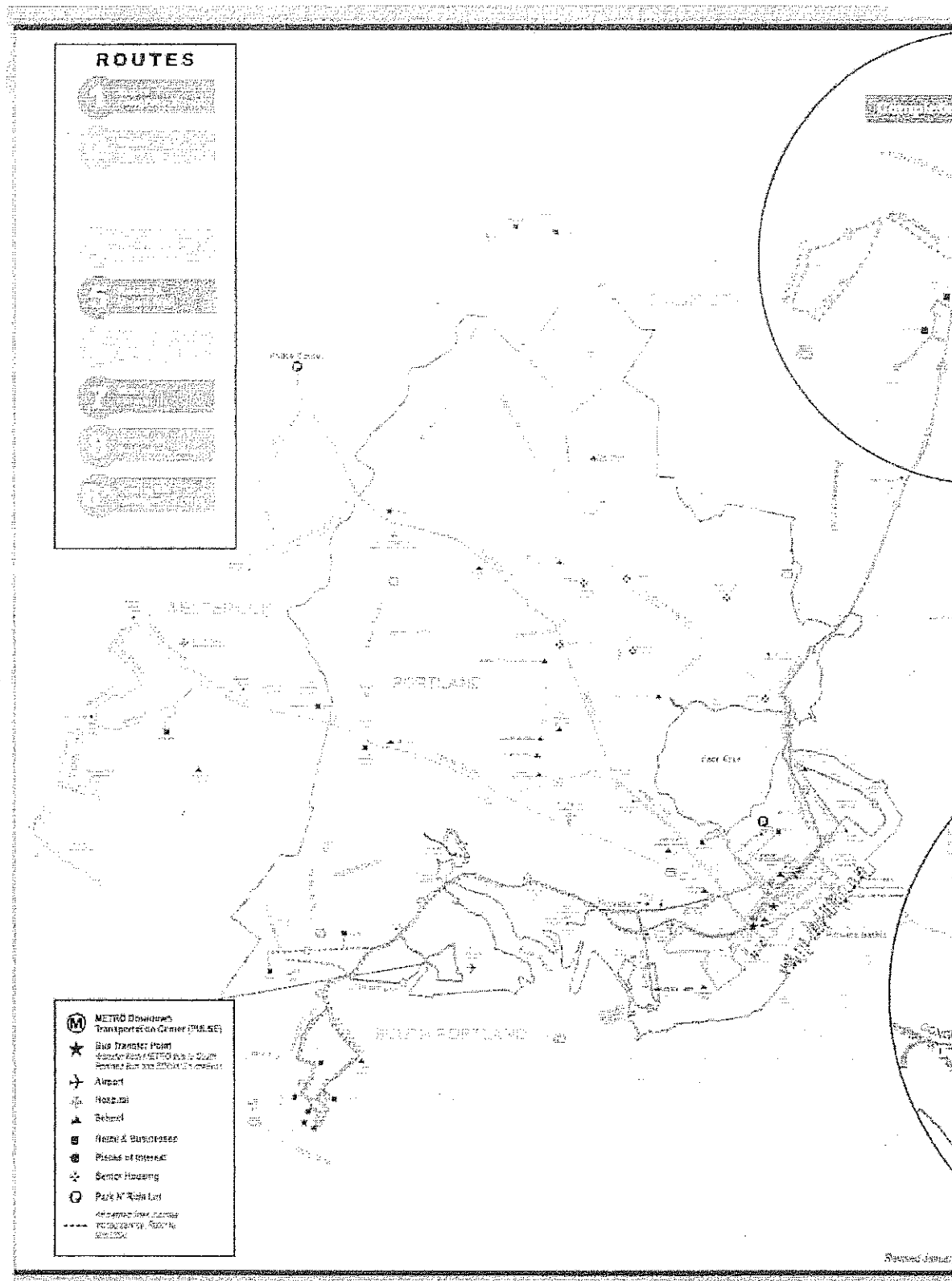


Metro Bus Stops
 - Route 3
 - Route 2

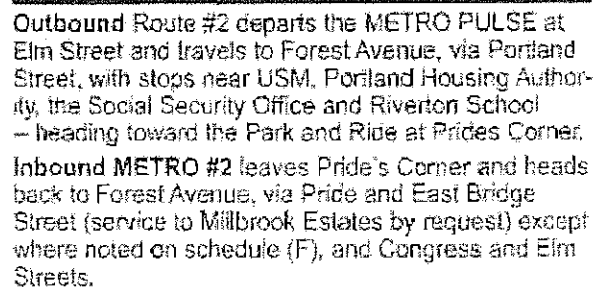
Att. J

EXHIBIT A: Business Establishments and Bus Stops
 July, 2014

Mitchell
 & Associates
 LANDSCAPE ARCHITECTS



Regional Monthly Passes & TenRide Tickets available along this route at METRO Pulse & Hannaford (Riverside). For fare information, please call 774-0051 or visit gpmetrobus.com





NAME: _____ **ID NO.:** _____ **DATE:** _____ **SIGNATURE:** _____

[illegible]

Route 2 - Division (New Schedule - 5/3/15)

$$\lim_{n \rightarrow \infty} \frac{1}{n} \log \frac{1}{n} \sum_{i=1}^n \frac{1}{\sqrt{2\pi}} \exp \left(-\frac{1}{2} \left(\frac{X_i - \mu}{\sigma} \right)^2 \right) = \frac{1}{2} \log \frac{1}{2\pi} + \frac{1}{2} \log \frac{1}{\sigma^2} + \frac{1}{2} \log \frac{1}{n}$$
$$\frac{7}{8} \times \frac{9}{10} = \frac{63}{80}$$

2000年12月10日
 2000年12月10日

[illegible]

Journal of Management Inquiry 18(1)

Keywords: *depression; self-esteem; social support*

$$\mathbb{R}^n = \mathbb{R}^n \times \{0\} \subset \mathbb{R}^n \times \mathbb{R}^n = \mathbb{R}^{2n} \subset \mathbb{R}^{2n} \times \mathbb{R}^n = \mathbb{R}^{3n}$$
[illegible]

Field 6: Social Studies

Page 1 - Page 11

[illegible]

HAYES ON
 INSTANT COMPENSATION
 COMPENSATION
 ON 11/11/11

100





1000

Subject: Science

Abstracts, C.V., Synthesis, etc.

English Abstract

1000

Get Directions
 2001 S. Main Street
 Spokane, WA 99205

$$|T_{\text{eff}}|_{\text{max}} = 1.5 \times 10^4 \text{ K}$$

100 Valley Street
Portland, ME 04101
(207) 744-0001

[illegible]

NO SUNDAY SERVICE

NO SUNDAY SERVICE

總之，在「新中國」的「新社會」中，我們必須有「新道德」，而「新道德」的基礎，則在於「新科學」。

F. D. Noyan and E. E. Gdoutos

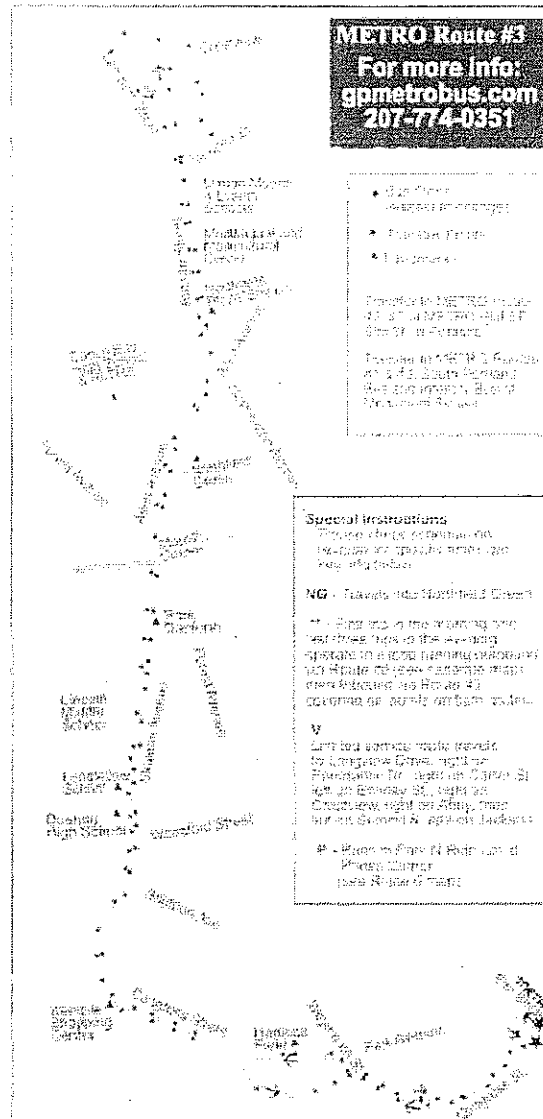
Figure 1. The effect of the concentration of the *Agaricus bisporus* spores on the growth of *Agaricus bisporus* on the substrate.

1. *Handwritten text in a cursive script, likely a signature or name.*

Options are

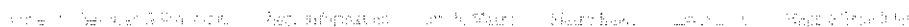
South Portland BUS Service) & ten-ride tickets available along this route at METRO PULSE, at Elm Street in Portland, Shaw's at Westgate Shopping Center and Northgate Plaza. See reverse side for Route #3 map.

Revised January 15, 2014 - subject to change



A Quick Glimpse at METRO Route #3

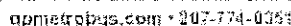
Outbound Route #3 departs the METRO PULSE at Elm Street and travels along Congress St. via Preble Street to Weymouth and Park Avenue and Congress to Stevens Ave. to Morrill's Corner, then bears right on Allen Ave., left on Auburn St. to Washington Ave. Ext. Inbound Route #3 travels back to Congress Street and the METRO Pulse via Lambert St., Auburn Street, Allen Avenue and Stevens Avenue.



Route 3 - North Bertha

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 369–375

Dezember 2013



Schedule Changes Effective Beginning January 1st, 2014

44

NO SUNDAY SERVICE

2.2.2. *Univariate and multivariate analyses*

am. The above-mentioned information was obtained from [redacted] and [redacted].

Y. Nakagawa, M. Nakagawa, and T. Nakagawa

[illegible]

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

METRO Bus travels throughout Portland, Westbrook, Falmouth and the Maine Mall area of South Portland, with connections to South Portland Bus Service, Intercity ShuttleBus (with service to Biddeford, Saco and OGS), Casco Bay Lines Ferry Terminal (METRO Route #8), FTC (Amtrak/Dow/Eastern) and Portland Jetport (METRO Route #5).

Regional Monthly Passes (for travel on METRO and

August 4, 2014

Ms. Helen Donaldson, Planner
And Planning Board Members
City of Portland Planning Department
389 Congress Street, 4th Floor
Portland, Maine 04101

**Re: Bishop Street Apartments
72-78 Bishop Street
Building Mass Study Model**

Dear Nell and Planning Board Members,

Per your request, CWS Architects has prepared a preliminary massing model for consideration by the planning authority during the review of the B2 zone change request.

While the general building mass and fundamental placement of the building footprint and the relationship of major components are not expected to change much, please note that this model is NOT the proposed final design with respect to details, fenestration and character. Rather it is an early study depicting one alternative that the design and development team will use for discussions, analysis and comments and we welcome yours.

The intent of providing this model is to illustrate the following:

- Overall massing of the building in context of the surrounding development.
- Relationship and adjacency of the proposed entrance and common spaces to the streetscape.
- Visibility and screening of the parking area from the streetscape.
- Adequacy, transparency and screening of various indoor and outdoor common spaces.

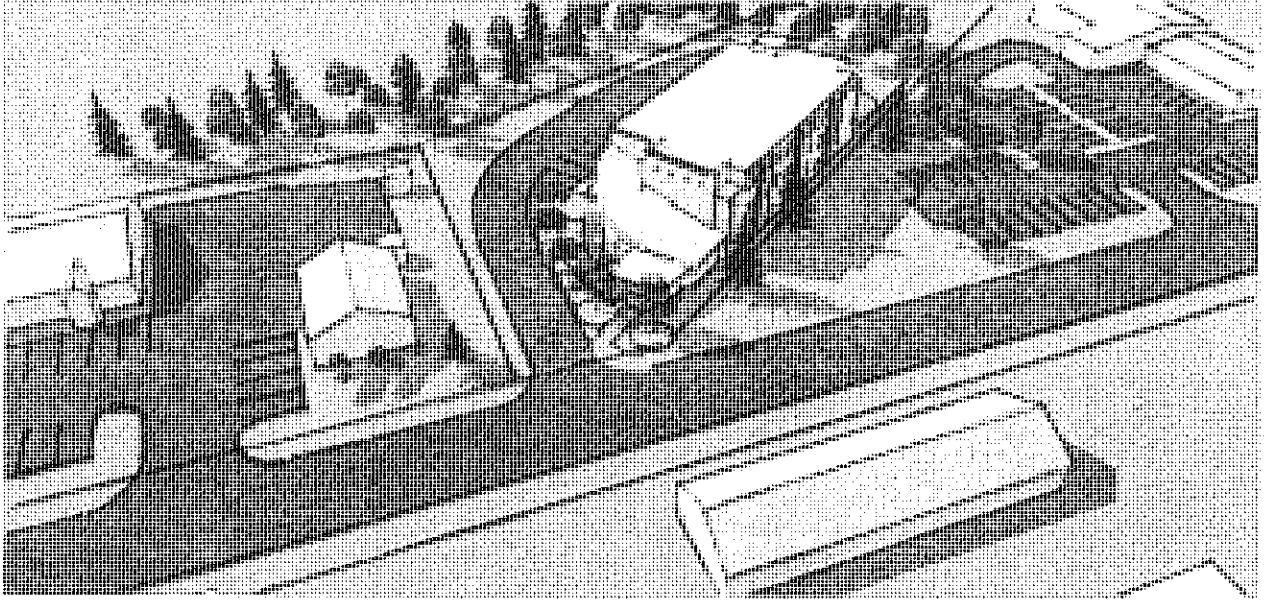
Please feel free to provide design feedback during the zone change process.

Sincerely yours,

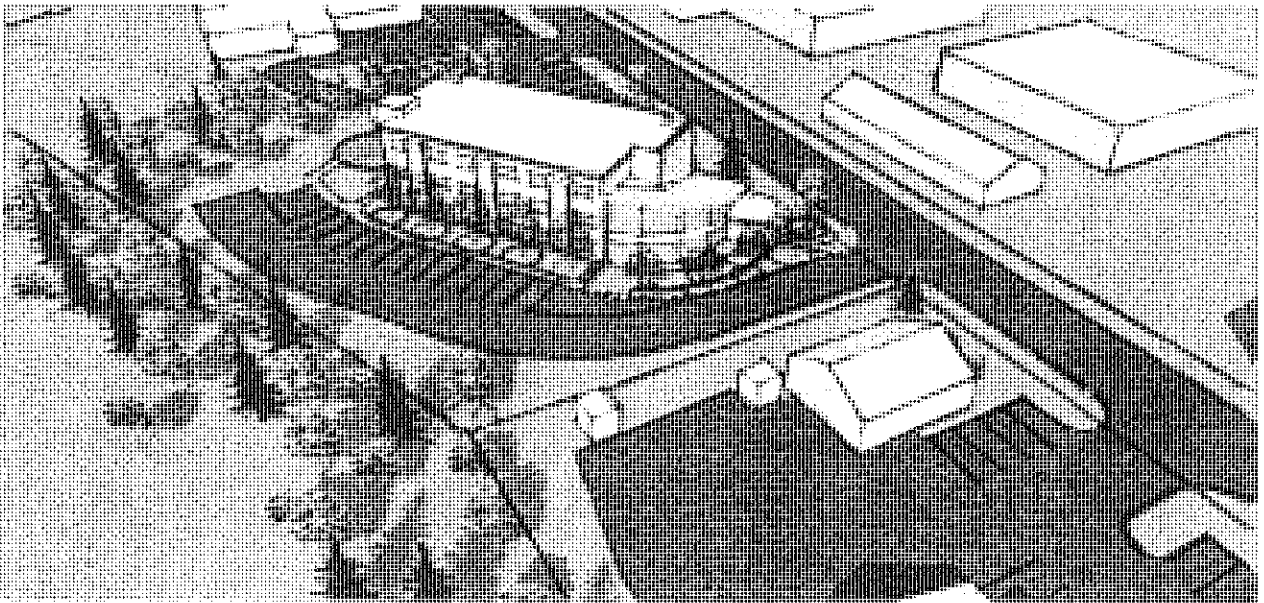
CWS ARCHITECTS



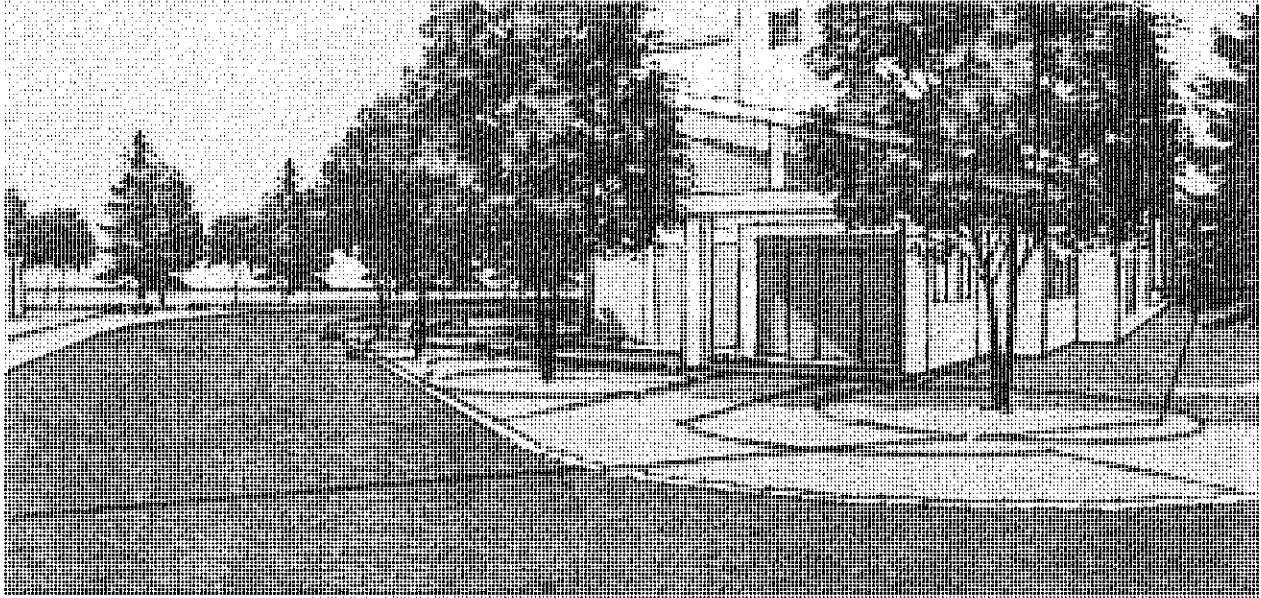
Benedict B. Walter, AIA
President
Licensed Architect ME NH GA
bwalter@cwsarch.com



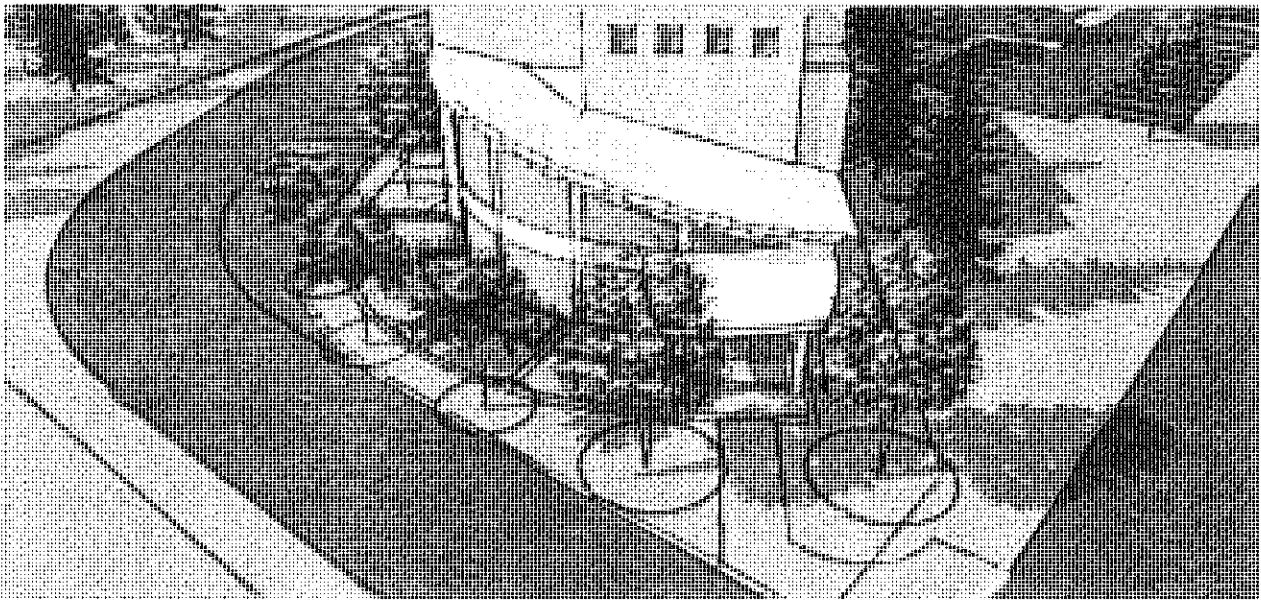
Aerial View



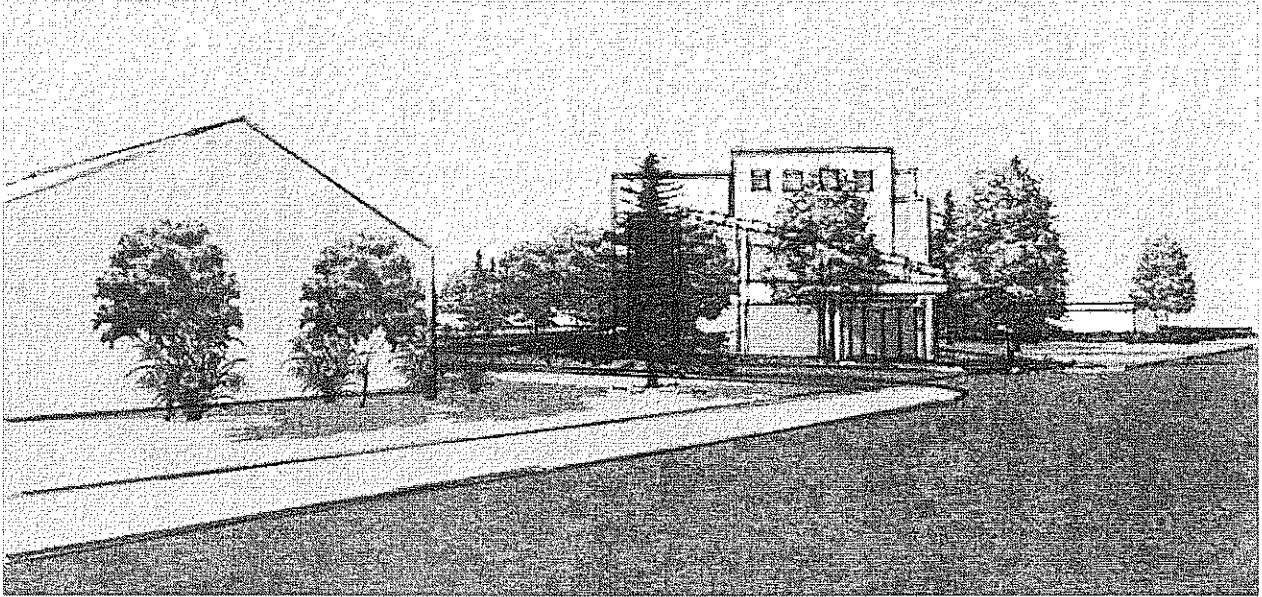
Aerial View



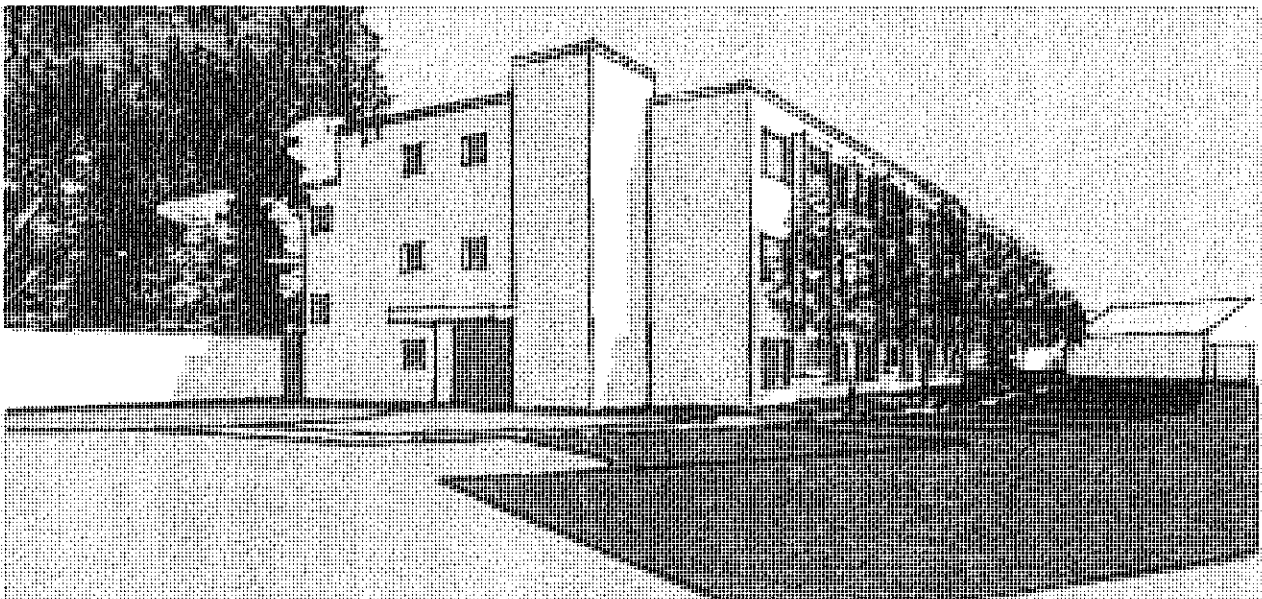
Eye Level Entry View



Aerial Entry View



Entrance from Bishop Street



Rear View



Portland Police Department

July 11, 2014

Jon Bradley
Associate Director
38 Preble Street
Portland, ME 04101

Sent via email to jbradley@preblestreet.org

Dear Mr. Bradley,

Today I write in support of the successful partnerships between Preble Street Resources and Avesta Housing in providing an exceptional model that offers staff and support to those in need here in Portland. I firmly believe this partnership has increased success rates and improved outcomes for our homeless population.

I understand there is a proposal forthcoming of a housing development opportunity near Morrill's Corner. In light of the process moving forward, I would like to illustrate that a similar development, Logan Place, has successfully served as a tested model with no significant impact on the surrounding neighborhood.

The Portland Police Department believes the working relationship between Preble Street Resources and Avesta Housing continues to provide a valuable service to Portland's homeless population, our visitors, families, friends and neighbors.

Sincerely,

A handwritten signature in black ink, appearing to read "VW Malloch".

Vernon W. Malloch
Assistant Chief of Police

Portland Police Department

Memorandum

To: Helen Donaldson

Date: October 10, 2014

From: Asst. Chief Vern Malloch 

The Police Department has been asked by Planning Board staff to provide an analysis of calls for service (CFS) at Logan Place, 52 Frederick Street. We have provided raw data showing all the calls for police service from 2005 to September 22, 2014.

Annual CFS in the specified range average 72 with a high of 89 in 2013 and a low of 46 in 2008. As part of the analysis I have reviewed the type of calls and the outcome of some of the more serious call types in order to bring some context to the raw data. A spreadsheet contains the tally for certain call types by year. Not all call types were listed in the spreadsheet. I have focused on those believed to be of significance either because of number or type.

It is important to note that many of the calls fall into the behavioral health or mental health call type. During these calls the role of the police is usually to provide crisis stabilization and assist staff or emergency medical personnel. Call types such as follow ups and check the well-being are often a part of our ongoing efforts in responding to individuals with behavioral health problems.

Between 2005 and 2007 a significant number of CFS related to persons refusing to leave and persons bothering. This number reduced significantly after discussions with staff and policy changes were implemented. These call types remain relatively low in number.

Calls related to drug violations were examined for any patterns. During the period under review there were 38 of these calls. None resulted in arrests or police reports being generated. Five calls reported suspicious activity outside that might have been drug transactions. None were ever substantiated. Six of the calls were suicide attempts or accidental overdoses of prescription medication by residents. The remainder of the drug related CFS were all staff and residents reporting the smell of marijuana coming from various apartments. None of these calls resulted in any police reports or enforcement action. Enforcement of marijuana violations is difficult in residential settings like this because of the use of medical marijuana and an inability to distinguish legal uses from illegal. In 2014 there have been no calls of this nature.

In 2013 and 2014 there were 20 CFS for assaults. This is an alarmingly high number and represents a significant increase over earlier years under review. A closer examination revealed that sixteen of the calls involved the same resident acting as the aggressor toward other residents and staff. He suffers from severe dementia and in many instances he was transported to a hospital for evaluation. Six of the calls resulted in police reports. He was arrested or summonsed several times. None of the assaults resulted in serious injury and the victims never required medical attention. Most of the assaults involved pushing, slapping, or pouring beverages on someone.

In 2014 there were four weapons violations listed. In prior years there had been none. In reviewing the calls two were found to have been reported by residents and involved unknown people on a nearby walking path who were displaying knives or swords. One call was for a person hunting ducks with a firearm

along the Fore River. In the fourth incident a resident was arrested for possession of an illegal knife. This was the only weapons call related to Logan Place.

Analysis concludes that calls for service are higher than we would like. On a positive note, few calls resulted in police reports or arrests. None of the CFS were for serious crime types. The majority of CFS examined were generated by staff or residents, not neighbors.

We can anticipate an increase in police calls for service with development of any otherwise vacant parcel. Housing of the chronically homeless as takes place at Logan Place further increases the likelihood of an increase. Data review suggests there has been no negative impact on the neighborhood from a public safety standpoint. Other reports and studies have shown the population targeted for housing in this model draw significantly more police resources when they are homeless.

year	total cfs	RTL/bothe	Behavior	Asst FD	Intox Per	Drugs	Assault	Threat/har	Indecent	Theft	Fight	Weapons
2005	88	29	14	4	6	1	2	6	0	2	0	0
2006	82	23	16	2	4	0	3	3	0	3	1	0
2007	80	15	18	3	5	6	1	4	1	4	0	0
2008	46	4	11	3	2	2	4	3	0	0	0	0
2009	49	4	9	5	2	5	4	1	0	3	0	0
2010	65	5	18	6	0	6	2	3	0	2	0	0
2011	77	11	10	8	4	8	3	4	2	0	0	0
2012	71	4	4	15	1	8	6	5	0	5	1	0
2013	89	7	13	10	1	2	10	4	0	4	1	0
2014	74	6	8	5	6	0	10	1	0	0	2	4

Hello Barbara,

I attended a neighborhood meeting last evening concerning the Avesta Housing development proposed on Bishop Street. At this meeting the presenters said there has been a study of the Morrills Corner area. They stated that this study was conducted for the development on Allen Avenue behind Bruno's restaurant which did not go forward. I would like more information about this.

I am concerned that there is a study of our neighborhood area and none of the residents are aware of it. Were the Mayfield Street residents and neighborhood part of this study? I would like a copy of this study and additional information about any planning efforts in this area.

I feel like our residential neighborhood is being isolated by commercial, business and industrial uses with no concern for the history and current use as a family-friendly neighborhood. I feel that the City of Portland Planning Division and Portland Planning Board are making plans for our neighborhood without the input of and respect for those who live there. Several of us have discussed the changes on Bishop Street and the adverse effect on our residential street. My personal concerns are with the Taxi business which is very loud with unsafe driving associated with it, the Spurwink children with many concerns, and the industrial zoning applied over our residential neighborhood (Mayfield Street should be a residential zone all the way from Bishop Street to the dead end).

How do we go about assuring that our voice is heard concerning the future of our neighborhood? Do we need to create a Neighborhood Association for formal recognition? How do we go about that? Who is our City Councilor and are they the proper person to work with? I am unsure as to how to proceed with my concerns.

Please send me information about any planning efforts for our area or the surrounding areas: reports, studies, workshops, plans, etc. Also, please include us in any planning meetings, workshops, etc. Information can be sent to my home: 9 Mayfield Street, Portland, 04103, or e-mail at this address or my home e-mail of jpparker2011@gmail.com.

I appreciate the opportunity to work with the City to create a more livable environment for all residents.
Thank you very much,
Janet

Janet Parker, CFM
Maine Floodplain Management Program
Maine Department of Agriculture, Conservation and Forestry
17 Elkins Lane, Williams Building
93 State House Station
Augusta, Maine, 04333-0038
207-287-9981 office phone
janet.parker@maine.gov

Janet Parker
9 Mayfield Street, Portland

August 12, 2014

Concerns about rezoning 72 Bishop Street for Avesta Housing

- Rezone all of Mayfield Street back to the residential use that it is.
 - Zoning as Business or Industrial uses will further isolate the current residential neighborhood.
- Environmental Concern – Morrill's Corner is the headwater of Capisic Brook, an impaired watershed. Any development in this area will further degrade it, development must be low-impact.
 - Excellent opportunity for stormwater management/green infrastructure.
 - Volume and quality of stormwater from Morrill's Corner assessed.
 - Excellent opportunity for a Greenway Gateway for recreational opportunities.
- TRAFFIC
 - Morrill's Corner does not allow for a left turn from either Forest Avenue outbound or Steven's Avenue – 'can't get there from here'. How to access?
 - Service Providers to Avesta clients: how many, how often, what types of vehicles, staff vehicles, emergency responders, estimate 3 providers/client x 30 clients = 90 additional vehicles – cumulative impact.
 - Bishop Street already has on-street parking, taxi traffic, pedestrian traffic and no sidewalks, poor snowplowing/maintenance, is there a speed limit, and drag racers-add to that wheelchairs and medically-compromised individuals – Very dangerous situation.
 - Bishop Street will need to be upgraded to accommodate heavier traffic.
 - Bus service is not easily accessible from this site, especially for medically-compromised clients.
- Unsafe, based on newspaper reports when the other facilities opened: people passed out in yards, on sidewalks, trespassing, urinating, vomiting, noise, etc. These are not 'recovering' people, these are active users, and that poses a safety concern for property and personal safety, theft, etc.
- Out of scale for the surrounding neighborhood: 3 stories is too large; no/minimal setbacks from Bishop Street and taxi garage, density of 30 people is too much.
- Not consistent with the Comprehensive Plan: does not 'seek to limit business expansion into residential zones', does not 'accommodate all income levels' by offering free housing paid for by middle/low income residents.
- B-2 uses are not compatible with residential neighborhood of Mayfield Street.

Suggested uses: Greenway Gateway to Evergreen Cemetery and trails; stormwater management and green infrastructure project opportunities; low-impact, low-density residential, small offices, perhaps affiliated with UNE;



UNIVERSITY OF
NEW ENGLAND

Biddeford Campus
11 Hills Beach Road
Biddeford, ME 04005
(207) 283-0171 T

Portland Campus
716 Stevens Avenue
Portland, ME 04103
(207) 797-7261 T

October 8, 2014

Nell Donaldson
City of Portland Planning Office
389 Congress St.
Portland, ME 04101

Dear Nell;

This letter is in response to the request of the Portland Planning Board Chair, that the University of New England provide a "formal comment" in regards the proposed re-zoning of a limited portion Bishop Street.

It is the University's understanding that the proposed re-zoning is to change the IM zoning designation to B2c, and that this is limited to only the south side of Bishop Street, excluding the residential lots at the intersection of Bishop and Mayfield Streets. While the B2c zone does allow for University uses, the limited extent of this zoning is not supported by UNE. The proposed re-zoning would actually result in a more complicated zoning situation, for UNE and the City, as it would increase the total number of zones, to 5, that UNE's contiguous land holdings fall into. Thus, UNE does not support this re-zoning proposal, nor does it desire to have its land holdings considered in the proposed re-zoning.

Instead the University is proceeding with the previous agreement it has made with the Planning Office, and Planning Board, to complete a Master Plan of the Portland Campus and submit it for consideration of an Overlay Zone for the University's land holdings.

Should you have any questions or concerns, please feel free to contact me. I can be reached at 207.602.2253.

Sincerely,

A handwritten signature in cursive script, reading "Alan Thibeault".

Alan Thibeault
Assistant Vice President for Planning

Janet Parker
9 Mayfield Street, Portland, ME

October 14, 2014

Concerns about rezoning Bishop Street

- Mayfield Street rezoned back to Residential – Yes
- Bishop Street zoning concerns
 - Protect the residential neighborhood of Mayfield Street
 - Buffers – physical to block the view
 - Noise – request ‘Quiet Hours’ of 10 pm – 6 am
 - Traffic – automobile, pedestrian, etc
 - Not consistent with Comprehensive Plan
 - Does not limit business expansion into residential neighborhood
 - Does not accommodate all income levels by forcing low income residents to support active drug/alcohol abusers
 - All previous concerns still outstanding
 - Traffic; upgrade of Bishop Street
 - Environmental: stormwater into Capixic Brook
 - Safety: responder services, personal safety, etc
 - No problems with current industrial zone on north side of Bishop Street
 - What other uses could be considered in the Business Zone
 - What other land area is open for development
 - Refer back to buffers, noise, traffic
- Consider Green Infrastructure – “Use it or lose it” before the opportunity is lost
 - Green Stormwater Treatment – stormwater from Morrill’s Corner goes directly into the impaired Capixic Brook
 - Initiate green-treatment with vegetative buffers, settling ponds, discharge clean water into wetlands
 - Habitat Preservation – birds, wetlands – peepers, turtles, dragonflies, fireflies,
 - Greenway Gateway – access to outdoor recreation opportunities
- Policy
 - Tax payers supporting active drug and alcohol abusers, no treatment required
 - Not a sustainable business plan
 - Not fair to low-income tax payers
 - Does not help clients, but enables them to continue self-defeating behavior
 - Brings clients to Portland from other parts of the county

Excerpts from
Memorandum
Planning and Urban Development Department
Planning Division

To: Stuart O'Brien, Chair and Members of the Portland Planning Board

From: Nell Donaldson, Planner, and Barbara Barhydt, Development Review Services Manager

Date: August 8, 2014

Re: Map Amendment for 72 Bishop Street, Bishop Street Apartments, Avesta Housing

Project #: 2014-110 CBL: 293 C002001

Meeting Date: August 12, 2014

IV. APPLICANT'S PROPOSAL

The applicant has requested a zone change to Business B-2 in order to allow them to develop 30 efficiency units in three stories for chronically homeless individuals, using the Housing First approach, on the 72 Bishop Street site. This is the same housing approach that was employed for Logan Place on Frederick Street and Florence House on Valley Street, two similar Avesta projects, both of which are subject to conditional zoning agreements.

The original application suggested that the whole site might be rezoned as B-2. Due to the environmental constraints in the vicinity and concerns by some board members regarding extending the business zone into the residential area, the staff requested further analysis on how much land area and configuration on the lot is needed to support the project. The applicant has conducted a zoning analysis to determine the percentage of lot area which would require rezoning in order to allow the total number of desired units, assuming a rezoning to B-2 as requested.

Under the recent amendments to the B-2 zone, a density of 1 unit/1,500 SF is allowed by right. However, an increased density of 1 unit/435 SF of lot area is permitted so long as the first floor is occupied by a use with "active street frontage" per *Section 14-188*. The applicable provisions from the Land Use Code are as follows:

- a) Excerpts from the B-2 Zone Sec. 14-185. Dimensional requirements
Front Yard Maximum: 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.¹

¹ 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.

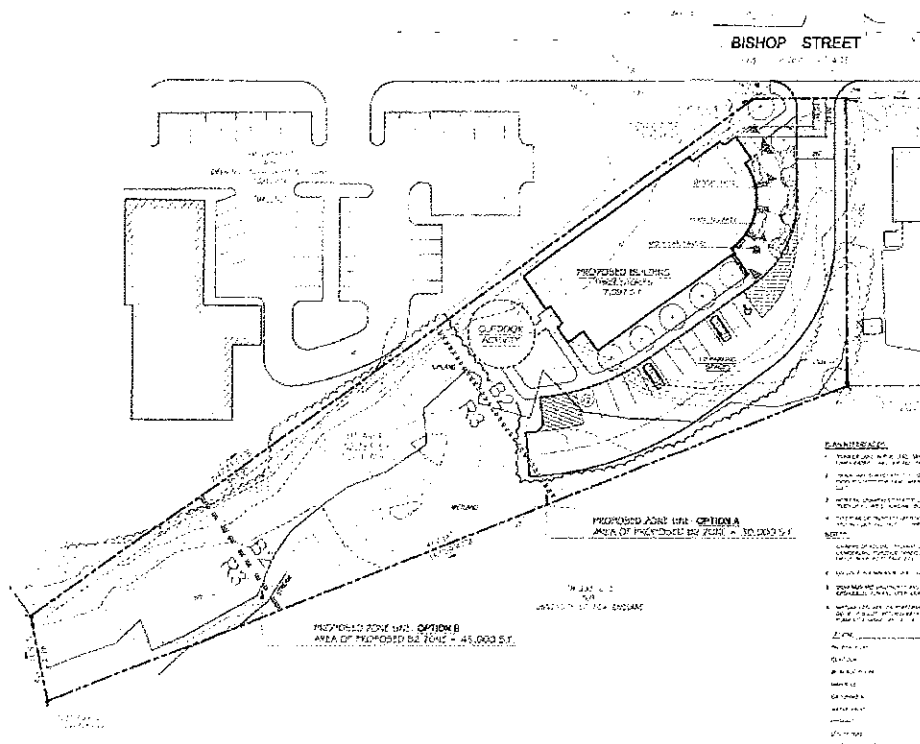
Minimum lot Area per Dwelling Unit:

- a. Off-peninsula locations, as defined in Section 14-47: 1,600 square feet, except 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.
- b) Excerpt from B-2 Zone Section 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.

In the preliminary drawings, the proposed residential building is shown fronting Bishop Street, with a reception area, six units, laundry, staff rooms, and mechanical and electrical on the first floor. Conceptual plans show an outdoor terrace area in the building's front yard and 12 parking spaces behind the building. The building was shown at 23.45 feet back from the property line due to the irregular lot configuration and to accommodate a 24 foot wide driveway within the 50 feet of street frontage. The applicant has indicated their intent to design a building which qualifies as an active street frontage; however, their conceptual plans show that the building will not be within 10 feet of the street line. The applicant has stated that, given the limited frontage of the site and the need for a driveway, siting the building within 10 feet of the property line is not physically possible. The revised plan shows a reduced driveway width of 20 feet, which allows the building to be shifted forward to 20.62 feet from the property line. Avesta is seeking the Board's guidance on whether this concept meets the standard to the maximum extent practicable. In addition, the applicant is seeking the Board's guidance on whether the first floor uses (reception area (also referred to as the Great Room), six residential units, laundry room, staff rooms and mechanical rooms) meet the criteria for an active street frontage. One of the objectives of the recent B-2 amendments for active street frontage was to discourage first floor parking, which is achieved with this proposal. Staff is comfortable with the configuration as meeting the intent of the active street frontage to the extent practicable; however that determination will be made at time of site plan review. Board preliminary consideration of this is useful at this time, as it is an underlying premise of this development proposal.

Two zoning concepts from the applicant are presented for the Board's consideration, which are dependent upon how the Board interprets the B-2 maximum street setback regulations and the consideration of active street frontages for the density calculations. If this development concept appears to be consistent with the two B-2 standards, then the land area requirement of 435 square feet per unit could apply. Option A shows the potential zone line encompassing 30,000 square feet of B-2 area on the concept site plan. If the concept for the development is not meeting the standards, then 1,500 square feet of land per dwelling unit is required. Option B depicts the zone line location to include 45,000 sf of B-2 zoned land.



Concept Site Plan with Potential B-2 Zone Lines

V. ZONING COMPARISON

Following the Board's initial workshop, staff assessed several alternatives to the B-2 zone and considered the geography of the proposed zone change, with the aim of rationalizing the existing zoning pattern both for the site, which is divided into three zones, and the neighboring parcels, which exhibit the same fragmented zoning scheme. The staff evaluated the residential zones of R-3, R-5 and R-6, the business zones of B-1 and B-2, and the current industrial I-M zone. The comparison charts of purpose statements, permitted uses and dimensional standards are below.

A. Permitted Uses

As could be expected, the uses in the I-M zone are generally industrial in nature, and the uses of the Residential R-3, R-5, and R-6 zones are entirely residential in nature. There are no residential uses permitted in the I-M zone, and there are no industrial or business uses permitted in the residential zones. The B-1 zone permits a relatively confined list of business and other uses. The B-2 allows more flexibility in terms of uses than the industrial, residential, or B-1 zones, allowing a wide range of residential, office, and business uses. The B-2 permits restaurants, drinking establishments, veterinary hospitals, theaters, hotels, and dairies and bakeries. Charts with the purpose statements and permitted uses of the zones considered for this request are below.

Most of the existing uses on the south side of Bishop Street, including the residential, the office uses, the place of assembly, and the utility substation, are technically permitted by right in the B-1 and the B-2. The zoning classification of the existing taxi service south of the site has yet to be determined, and as such, it is not immediately clear whether it would fit under a business zone designation. Utility substations and places of assembly are conditional uses in the residential zones; offices are generally not permitted. Many of the uses on the north side of Bishop Street, including the auto repair and low impact industrial uses, are not permitted in either the residential or the B-1 or B-2 zones.

Table 1: Purposes

Zone	Purpose
IM (Industrial – Moderate Impact)	To provide zones in areas of the city in which light and moderate impact industries and transportation-related uses will coexist. The moderate impact industrial (I-M and I-Ma) zones are located on arterials or collectors. The I-Mb zones are similarly located on the peninsula. These locations provide for direct access onto arterials, thereby protecting residential neighborhoods from drive-through traffic. The I-M, I-Ma and I-Mb industrial zones are intended to provide for larger industrial buildings and for the limited or controlled use of areas outside of structures for storage of materials and machinery. These facilities often require large volumes of imported materials and products which result in large volumes of shipping and receiving. Often uses may be highway-oriented and transportation-related, thus relying on citywide and regional transportation infrastructure. Industrial uses in the moderate impact industrial zones may require separation from higher impact uses, which should be directed to the high impact industrial zone.
R-3	To provide for medium-density residential development characterized by single-family homes on individual lots and also to provide for planned residential unit developments on substantially sized parcels. Such development shall respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.
R-5	To provide appropriate areas of the city for medium-density residential development characterized by single-family and low-intensity multifamily dwellings on individual lots; to ensure the stability of established medium-density neighborhoods by controlling residential conversions; and to provide for planned residential unit development on substantially sized parcels. Such PRUD development shall respond to the physical qualities of a site and complement the scale, character and style of the surrounding neighborhood.
R-6	To set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households; and to conserve the existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of professional offices and other nonresidential uses. In cases of qualifying small, vacant, underutilized lots located in the urban residential and business zone, to encourage new housing development consistent with the compact lot development pattern typically found on the peninsula.
B-1 (Neighborhood Business)	The purpose of the B-1 neighborhood business zone is to provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complimentary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3). This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations. Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses.
B-2 (Community Business)	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. 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. 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. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.

Table 2: Permitted & Conditional Uses

Uses		I-M	R-3	R-5	R-6	B-1/B-1b ¹	B-2/B-2b/B-2c
Permitted	Residential	Single-family and two-family dwellings	.	.	.	Any use permitted in abutting (or nearest) residential zone; if commercial first floor multi-family permitted by right	.
		Multi-family dwellings			.		.
		Handicapped family units	.	.	.		.
		Single-family single- or multiple-component manufactured housing	.	.	.		
		Combined living/working spaces					.
		Lodging houses			.		.
		PRUDs	.	.			
		Multiplex development		.			
	Institutional	Schools				.	.
		Clinics				.	.
		Places of assembly				.	.
		Long term, extended and intermediate care facilities					.
		Governmental buildings and uses/municipal uses	.	.	.	.	.
		College, university or trade schools					.
		Nursery schools, kindergartens				.	
		Day care facilities	.			.	.
	Business	General, business, & professional offices	.			.	.
		Personal services				.	.
		Business services				.	
		Offices of building tradespeople				.	.
		Retail establishments				.	.
		Restaurants					.
		Drinking establishments					. ⁴
		Billiard parlors					.
		Mortuaries or funeral homes					.
		Miscellaneous repair services	.				. ⁵
		Communication studios or broadcast and receiving facilities					.
		Health clubs and gymnasiums					.
		Veterinary hospitals					. ⁶
		Theaters					.
		Hotels					. ⁷
		Dairies and bakeries	.				.
		Drive-throughs when accessory to a principal use on the same lot					. ⁸
		Registered medical marijuana dispensaries					.
		Indoor recreation and family amusement establishments	.				
		Intermodal transportation facilities	.				

Permitted (continued)	Other	Accessory uses	.	.	.	.	.	.
		Cemeteries				.		
Conditional	Residential	Parks		.	.	.		
		Home occupation		.	.	.		
		Studios for artists and craftspeople					.	.
		Special needs independent living units			.	.		
		Bed and breakfasts					.	.
		Conversion into bed and breakfast				.		
		Hostels				.	.	.
		Wind energy systems	.	.	.	.	.	.
		Utility substations	.				.	.
		Warehousing and wholesaling	.					
		Low impact industrial uses	.					
		R&D and back office uses	.					
		Building contractors and construction/engineering services	.					
		Nurseries	.					
		Lumber yards	.					
		Commercial kitchens or other food preparation	.					
		Recycling & solid waste disposal facilities	.					
		Food processing	.					
		Correctional pre-release facilities	.					
		Tow lots	.					
		Beverage dealers					.	
	Institutional	Sheltered care group homes		.	.	.		
		Additional accessory dwelling units		.	.			
		Alteration of non-residential structure to 3+ dwelling units			.			
		Conversion of multi-family structure to lodging house			.			
		Schools		.	.	.		
		Long-term and extended care facilities		.	.	.		
		Intermediate care facility		.	.	.		
		Places of assembly		.	.	.		
Business	Business	Hospitals		.	.	.		
		Nursery schools and kindergartens				.		
		Day care facilities		.	.	.		
		College, university, trade schools			.	.		
Business	Business	Major and minor auto service stations existing as of 1999						9
		Car washes						.
		Drive-throughs adjacent to residential uses or zones						10
		Automobile dealerships						.

	Other	Restaurants					• ³	
		Conversion into bed and breakfast (over 5 rooms)				•		
		Utility substations		•	•	•		
		Professional offices				•		
		Chancellery				•		
		Off-street parking		•	•	• ²		
		Temporary wind anemometer towers	•	•	•	•	•	•
		Hostels				•		
		Wind energy systems	•	•	•	•	•	•
		Printing and publishing establishments						•
		Wholesale distribution establishments						•
		Research and development and related production establishments						•

1 Permitted on ground floor of B-1b; above ground floor, residential uses of 14-162(a), bed and breakfasts, hostels permitted

2 For passenger cars for uses permitted in the R-6 zone.

3 Restaurants conditionally permitted, provided they have a max. floor area for use by public of 1,000 SF; hours limited to 6 am to 11 pm; food service and consumption is primary function; no drive-throughs

4 Except in B-2c

5 Excluding motor vehicle repair

6 Excluding outdoor kennels

7 Of less than 150 rooms

8 Permitted in B-2 or B-2b if not adjacent to residential use or zone

9 Permitted in B-2, & permitted in the B-2b if in existence since 1999

10 Permitted in B-2, & permitted in the B-2b if accessory

B. Dimensional Standards

The dimensional standards of the various zones under consideration here also vary broadly. The I-M is understandably geared toward large buildings on large lots; the minimum street frontage is greater than other zones and the maximum structure height is quite liberal at 75 feet. The residential zones, and particularly the R-3 and R-5, in contrast, are oriented toward the smaller scale, small lot development characteristic of the city's off-peninsula neighborhoods. The business zones promote a third, distinct development pattern, a more urban form characterized by greater building height than the residential zones, greater residential density, smaller setbacks (and, in fact, build-to lines), and less open space.

Table 3: Dimensional Standards

	I-M	R-3*	R-5***	R-6	B-1	B-2
Min. Lot Area per D.U.	N/A	6,500 SF	3,000 SF, except 3,600 – 4,800 SF for special needs independent living units	1,000 SF; 1,200 SF after first three units	Minimum lot area of nearest zone, except 1,000 SF for multi-family dwellings above 1 st floor	1,500 SF 435 SF in projects with active street frontages
Street Frontage	60 feet	50 feet	50 feet	40 ft.	50 ft., or average of lots w/in 200 ft.	25 feet
Min. Lot Width	N/A		60 feet, except 90 feet for multiplex	40 ft.	None	
Min. Front Yard	1 foot for each foot of building height	25 feet	20 feet, except where average depth of adjacent front yards is less	10 ft., except where average depth of adjacent front yards is less		N/A
Max. Front yard	N/A	N/A	N/A		10 ft., or average depth of nearest developed lots	10 feet, except for irregularly shaped lots or lots with < 40 feet of frontage
Min. Rear Yard	1 foot for each foot of building height up to 25 feet 35 feet when abutting residential zone	25 feet	20 feet	Principal > 100 SF footprint: 20 ft. Detached accessory < 144 SF footprint: 5 ft.	None, except 20 ft. if abutting residential	10 feet
Min. Side Yard	1 foot for each foot of building height up to 25 feet 35 feet when abutting residential zone	8-20 feet, depending on height/location	8-15 feet, depending on height/location	10-15 feet, depending on height/location	None, except 10 ft. if abutting residential	N/A
Structure Height	75 feet	35 feet	35 feet	45 ft.	35 ft.	45 ft., except 50 feet if first floor is occupied by a commercial use 65 feet on lots > 5 ac.
Max. Lot Coverage	N/A	35 %	40%	>20 units: 40% <20 units: 50%		N/A
Max. Impervious Surface	75%	N/A	N/A		90%	Residential: N/A Business and non-residential uses: 80%

*Additional restrictions on total number of dwelling units, setbacks, and lot coverage apply for PRUDs in the R-3 and R-5 zones

** Separate requirements apply for small residential lot development

VI. ZONING ANALYSIS

A. Industrial I-M Zone

Bishop Street was zoned industrial and in the mid-1990's after Portland's Industrial and Commerce Plan (adopted in 1994) the area was zoned as an Industrial I-M zone. At that time some of the industrial areas were rezoned for commercial use, such as the Warren Avenue corridor that was rezoned to B-4.

Conversions of industrial zones to other designations has been limited; however, the I-M zone along the southerly edge of Bishop Street is not developed nor functioning as an industrial area. The size of lots, the proximity of the residential neighborhood, and the environmental factors in the vicinity limit the potential for industrial uses. On the other hand, the northerly side of Bishop Street does have established industrial uses in operation.

B. Residential Zones

Given the proposed residential use, staff considered residential zone changes for the site first and foremost. The R-5 zone, while appealing based on its proximity, does not accommodate the density nor the building height envisioned for the proposal. Staff also considered a residential zone such as the R-6, which would provide both the desired density and heights. However, the R-6 is generally located on the peninsula with only a few R-6 zones off-peninsula that are larger in scale (sites with over 4 acres). The R-6 would not be compatible with the existing office uses east of the site, so it would make those uses non-conforming or it would be a single parcel rezone if limited to the subject parcel.

Almost all of the residential homes on Mayfield Street were built between 1903 and 1930, thus the use was established prior to the City's zoning ordinance. At some point, the homes along Bishop Street were zoned industrial. As the residential use is well-established and the lots are small, the current I-M zone on Mayfield Street fails to fit. Rezoning to B-2, however, is counter to comprehensive plan policies to preserve residential areas. Instead, the Board may wish consider rezoning the lots on Mayfield to R-5. This would create a break between the existing and proposed B-2 zones, but would provide cohesive zoning along the length of Mayfield Street.

C. Business Zones

In order to achieve the housing density envisioned, staff also considered other business zones for the site. The B-1, while allowing the proposed use, is clearly designed for neighborhood-scaled mixed use buildings in corner conditions. It has a maximum building height of 35 feet and has no setbacks unless the use is next to a residential zone or use. In addition, for a completely residential building, the permitted density is based upon the nearest residential zone, which in this case would be the R-5. The R-5 density does not accommodate this development. The B-1 zone does permit residential units above first floor commercial at a density of 1,000 sf per unit. The applicant is not proposing any first floor commercial uses.

Ultimately, the B-2 emerged again as the lowest intensity business zone, which would allow both the residential density and height sought for the subject site. In many ways, the purpose of the B-2 zone fits as well, in that it should "provide locations for moderate to high density housing in urban neighborhoods along arterials." The B-2 zone encompasses Morrill's Corner and Forest Avenue. It also includes the easterly end of Bishop Street, thus the B-2 zone is in close proximity to the site. The B-2 zone has the additional benefit of accommodating the existing office uses and providing some consistency with the nearby B-2 zone on the east end of Bishop Street at Morrill's Corner. Staff notes that there is a B-2C zone along a portion of Forest Avenue near Woodford's Corner, which has all of the same requirements of the B-2 zone, except that drinking establishments are not allowed. The B-2c zone could be appropriate here as well, as we do not envision drinking establishments as an especially appropriate use in this location.

From: Tom Errico <thomas.errico@tylin.com>
To: Helen Donaldson <HCD@portlandmaine.gov>
Date: 9/3/2014 4:43 PM
Subject: 72 Bishop Street - Map Amendment

Nell - Per your request I have conducted a traffic evaluation of the implication of changing the zoning from I-M to B-2 with the primary focus on the difference in traffic generation. I have attached trip generation estimates conducted for two build-out scenarios based on assumptions provided by you. A summary of that evaluation as well as other comments are provided below.

- * As noted in the attached table, the change from I-M to B-2 does have the possibility to increase traffic. Please note the following:
 - o The key factor in this increase is the inclusion of a retail use. My assumption for the estimate is that the retail use would have shopping center type trip generating characteristics. This is likely a worst-case scenario and there could be other retail uses that generate less traffic.
 - o The trip estimates noted in the attached table is the total traffic that would enter and exit the site. For retail uses (unlike office uses), not all traffic to the site is new to the area street system. Some traffic already exists on the system and is captured. According to national data, 34% of shopping center traffic may be "pass-by" type trips that are captured from existing traffic in the area. The volumes noted in the table have been reduced to reflect this adjustment.
 - o The magnitude of the trip generation estimate is probably a worst-case scenario given the building areas assumed.
- * Any added traffic in this area has the potential to impact traffic conditions at Morrill's Corner. The intersection is currently near or over capacity and the nature of multiple streets intersecting Forest Avenue in close proximity complicates traffic mobility. In my professional opinion, both zoning options will have an impact. It is very difficult to predict the magnitude of the impact, without conducting detailed traffic analyses. My general opinion is that some mitigation will be warranted if significant traffic is added to Forest Avenue.
- * Multi-modal transportation considerations are an important element of understanding project impacts. In the case of the zone change, it is my professional opinion that a sidewalk systems, without gaps, should be provided between uses on Bishop Street and Forest Avenue. Morrill's Corner currently can be a difficult environment for pedestrians. While basic pedestrian features (e.g. crosswalk, signal heads) are provided, upgrades are likely warranted to fully balance all transportation user needs. It is my professional opinion that pedestrian upgrades would be required regardless of the zoning or development. I would note that the City has required for off-site mitigation improvements or monetary contributions and these are generally related to types of land uses and how they may impact conditions, so the level of mitigation will be related to traffic and pedestrian generating levels.

If you have any questions, please let me know.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
[T.Y. Lin International] T.Y. Lin International
12 Northbrook Drive
Falmouth, ME 04105
207.781.4721 (main)
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Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

Traffic Generation Estimate During the AM and PM Peak Hours
Based in the Trip Generation Manual, Institute of Transportation Engineers, 9th Edition
(Retail Trips Reduced by 34% to reflect Pass-By Trips)

	Existing I-M Zone	Proposed B-2 Zone (re-zone to back of lot)	Difference Compared to Existing	Proposed B-2 Zone (re-zone only I-M Zone)	Difference Compared to Existing
Office SF	86,624 SF	95,563 SF		65,534 SF	
AM Peak Hour	171 vehicles	185 vehicles	+14	137 vehicles	-34
PM Peak Hour	163 vehicles	177 vehicles	+14	131 vehicles	-32
Retail SF	0	31,854 SF		21,845 SF	
AM Peak Hour	0	51 vehicles	+51	41 vehicles	+41
PM Peak Hour	0	184 vehicles	+184	143 vehicles	+143
<i>Total AM Peak Hour</i>	<i>171 vehicles</i>	<i>236 vehicles</i>	<i>+65</i>	<i>178 vehicles</i>	<i>+7</i>
<i>Total PM Peak Hour</i>	<i>163 vehicles</i>	<i>361 vehicles</i>	<i>+198</i>	<i>274 vehicles</i>	<i>+111</i>

From: "Green, Robert" <Robert.Green@maine.gov>
To: 'Helen Donaldson' <HCD@portlandmaine.gov>
Date: 10/8/2014 9:48 AM
Subject: RE: Bishop Street, Portland - Avesta Housing

Good morning,

If, by absolute, you mean a distance set back from the stream and within which there shall be no disturbance, then the answer is no. The statute simply states that a disturbance within 75 feet of the normal high water line requires some form of permitting. The expectation is that any disturbance will be minimized to the greatest extent practicable. The PBR or permit application must include a statement outlining the need to infringe on the 75-foot setback and how the proposed project has been designed to minimize this infringement. It is then the Department's responsibility to review this information. If we determine it results in an unreasonable impact, then approval of the PBR or NRPA permit application would not be granted. Before a project reaches this point (nearing denial), we will have contacted the applicant to work out a solution or present our case for denying the project.

I hope this helps,

Bob.

Robert L. Green, Jr., Project Manager
 Division of Land Resource Regulation
 Bureau of Land and Water Quality
 tel: 207-615-2214
 fax: 207-822-6303

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]
 Sent: Wednesday, October 08, 2014 8:46 AM
 To: Green, Robert
 Subject: RE: Bishop Street, Portland - Avesta Housing

Bob,

Just a quick follow up question to clarify. Is there an absolute required setback from watercourses defined as streams under NRPA? Or is it just that the proximity determines the stringency of the NRPA review (and the federal/state governments rely on municipalities to establish setbacks)?

Thanks again for your help on this. I appreciate it.
 Nell

Nell Donaldson
 City of Portland Planning Division
 389 Congress Street
 Portland, Maine 04101
 874-8723

>>> "Green, Robert" <Robert.Green@maine.gov>[mailto:Robert.Green@maine.gov] 10/1/2014 9:21 AM >>>

Good morning,

The statute that I work under is the Natural Resources Protection Act (NRPA). It is independent of the Mandatory Shoreland Zoning Act (MSLZA), which is implemented at the local level. More often than not, a project that is subject to NRPA will also be subject MSLZA. Under the NRPA, a project that includes certain activities (i.e., soil disturbance, draining, or filling) that is in on or over a protected natural resource or adjacent to a specified list of protected natural resources, then a permit is required.

Your question deals with adjacency (defined in the Department's Wetlands and Waterbodies Protection Rules, Chapter 310). Any activity within 75 feet of the normal high water line of a great pond, river, stream, or brook, or the upland edge of a coastal wetland or certain types of freshwater wetland requires some form of permit (either a Permit-By-Rule or individual NRPA permit) from the Department. The Department has made an effort to ensure that the setback requirements of the NRPA are equivalent to the (minimum standards of) MSLZA.

The question at the Bishop Street project was whether the watercourse along the property boundary was a stream, as defined in the NRPA, and whether it would then be subject to the restriction/protection under the NRPA. At our site visit, I determined that it was a stream. So that said, the proximity of the project to the stream will dictate the level of permitting required. If it is within 25 feet, then an individual permit is required; between 25 and 75 feet, then a Permit-By-Rule.

If you have any other questions or comments, please feel free to contact me.

Bob.

Robert L. Green, Jr., Project Manager
 Division of Land Resource Regulation
 Bureau of Land and Water Quality
 tel: 207-615-2214
 fax: 207-822-6303

*Order 90-14/15
Tab 22 11-3-14*

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

Re: Changes to Business B-1 and Community Business B-2 Zones

**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, Divisions 9 and 10, Sections
14-161, 14-162, 14-163, 14-165, 14-182, 14-183 and 14-185 of the
Portland City Code are hereby amended to read as follows:*

DIVISION 9. B-1 AND B-1b NEIGHBORHOOD BUSINESS ZONES

Sec. 14-161. Purpose.

(a) B-1 Neighborhood Business Zone

The purpose of the B-1 neighborhood business zone is to provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complimentary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3). This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations.

Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses.

(b) *B-1b Neighborhood Business Zone*

The purpose of the B-1b neighborhood business zone is to provide appropriate opportunities for the establishment of small-scale ground floor commercial uses to serve in existing buildings, serving a local market, while preserving residential uses and character above the ground floor of structures. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c) (3).

Suitable locations for this zone may include street intersections, arterial streets, and sites with existing or traditional neighborhood retail and service uses.

Sec. 14-162. Permitted uses.

(a) The following uses are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone. For permitted uses in the upper stories of buildings in the B-1b zone, refer to subsection (5) below: in existence on November 15, 1993:

1. *Residential*

- a. Any residential use permitted in the residential zone abutting the lot is permitted. If there is no abutting residential zone, any residential use permitted in the nearest residential zone to the lot is permitted. In the case of two (2) or more abutting residential zones, any residential use permitted in the most restrictive such zone is permitted.
- b. In any structure with commercial use on the first floor, multifamily dwellings are permitted above the first floor.
- c. Combined living/working spaces including, but not limited to, artist residences with studio space.

2. *Business:* Business uses listed below are permitted, provided that such use which generates in excess of a ratio of 100 peak hour vehicle trips per 2000 sq.ft.

of space, and generates in excess of 100 peak hour vehicle trips is prohibited. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips.

- a. Professional, business, and general offices
~~Professional offices, as defined in section 14-47,~~ but excluding veterinarians.
- b. Business services, as defined in section 14-47, but excluding beverage container redemption centers.
- c. Personal services, as defined in section 14-47.
- d. Offices of building tradesmen, provided there is no exterior storage of building materials.
- e. Retail establishments, provided such do not include drive-through sales or services and do not operate between the hours of eleven (11) p.m. and six (6) a.m. and do not accept deliveries or services between the hours of ten (10) p.m. to seven (7) a.m.
- f. Beverage dealers (as defined in 32 M.R.S.A. 1862) provided they meet the following requirements:
 - i. Maximum total floor area for beverage container redemptions, including the storage of spent beverage containers, shall be no greater than five hundred (500) sq. ft. or ten (10) percent of the total floor area of the facility, whichever is less;
 - ii. Beverage container redemption is an accessory use to a principal retail use that includes beverage sales. Local beverage container redemption centers as defined in 32 M.R.S.A. 1867, as may be amended, are not allowed as a principal use.
 - iii. Storage of all beverage containers shall be contained entirely within the building providing retail sales.

g. Studios for artists, photographers and craftspeople including but not limited to, painters, sculptors, dancers, graphic artists and musicians.

h. Restaurants are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone provided they meet the following additional requirements in addition to the vehicle trips standards of in Sec. 14-162.a.2:

a. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips.

b. Maximum total floor area for use of the public shall be two thousand (2,000) square feet.

c. The hours of operation shall be limited to between 6:00 a.m. and 11:00 p.m. each day.

d. Food service and consumption are the primary function of the restaurant.

e. There shall be no drive-through service.

3. Institutional:

...

Sec. 14-163. Conditional uses.

~~(a) The following uses are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone, as provided in section 14-474 (conditional uses), if they meet the following requirements provided that such use which generates in excess of a ratio of 100 peak hour vehicle trips per 2000 sq. ft. of space, and generates in excess of 100 peak hour vehicle trips is prohibited. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will~~

~~generate in excess of a total of 50 peak-hour vehicle trips:~~

~~1. Restaurants, provided they meet the following requirements:~~

~~a. Maximum total floor area for use of the public shall be one thousand (1,000) square feet;~~

~~b. The hours of operation shall be limited to between 6:00 a.m. and 11:00 p.m. each day;~~

~~c. Food service and consumption are the primary function of the restaurant; and~~

~~d. There shall be no drive-through service.~~

~~(b)~~ The following use shall be permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) and any special provisions, standards or requirements specified below:

...

Sec. 14-165. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, residential uses in off-peninsula locations, permitted under section 14-162(a) shall meet the requirements of such abutting or nearest residential zone except as noted in Sec. 14-165(h) (minimum lot area per dwelling unit). Residential uses in on-peninsula locations, as defined in Section 14-47, and nonresidential uses in the B-1 and B1-b zones shall meet the following minimum requirements:

<u>Min. Lot Size</u>	School: 20,000 SF
	Place of Assembly: 10,000 SF
	Other Non-Res Uses: None
	Residential: None
<u>Min. Lot Area per D.U.</u>	On-peninsula: 435 SF
	Off-peninsula: min. lot area of nearest residential zone, except 1,000 SF for multi-family dwellings above first floor
<u>Min. Street Frontage</u>	20 ft.
<u>Min. Lot Width</u>	None
<u>Min. Front Yard</u>	None
<u>Max. Front yard</u>	10 ft., or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft.
<u>Min. Rear Yard</u>	Principal: None, except 10 ft. if abutting a residential zone.
	Accessory: None, except 5 ft. if abutting a residential zone
<u>Min. Side Yard</u>	Principal: None, except 5 ft. if abutting residential zone.
	Accessory: None, except 5 ft. if abutting a residential zone
<u>Max. Side Yard on Side Street</u>	10 ft., except that this requirement applies to only one side street in cases where a lot has more than one side street
<u>Structure Stepbacks</u>	Portions of a structure above 35 ft shall be no closer than 10 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.
<u>Max. Structure Height¹</u>	Off- peninsula: 35 ft., except where abutting R-6, where max. height shall be the max. height of R-6. ²
	On-peninsula: 45 ft. except 50 ft. along Congress Street if commercial first floor & residential upper floors.
<u>Max. Floor Area</u>	Total maximum first floor area for non-residential uses per structure: 10,000 SF ³
	Total maximum floor area per retail establishment: 5,000 SF
<u>Max. Lot Coverage</u>	-
<u>Open Space Ratio</u>	-

**Max. Impervious
Surface**

90%

1. The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.
2. Except when B-1 properties abut an R-6A zone, the maximum height shall be 45 ft.
3. Structures which existed prior to date of enactment of the B-1/B-1b zones are exempt.

~~(a) Minimum lot size:~~

- ~~1. School: Twenty thousand (20,000) square feet.~~
- ~~2. Places of religious assembly: Ten thousand (10,000) square feet.~~
- ~~3. All other nonresidential uses: None.~~
- ~~4. Residential uses: None.~~

~~(b) Minimum street frontage: Fifty (50) feet, except that if the average street frontages of all lots within two hundred (200) feet of the boundaries of the lot in question on the same side of the street and within the B-1 or B-1b zone is less than fifty (50) feet, then the minimum street frontage for the lot in question may be reduced to the average frontage of such lots.~~

~~(c) Yard dimensions: (Yard dimensions are required setbacks for structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)~~

~~1. Maximum front yard:~~

~~Principal or accessory structure: The maximum front yard setback shall either be: (i) ten feet; or (ii) in cases where the average depth of the front yards of the nearest developed lots on either side of the lot in question is less than ten 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.~~

~~Building additions are not required to meet this maximum setback.~~

~~2. Rear yard:~~

a. ~~Principal structures: None, except where a rear yard abuts a residential zone or first floor residential use, a minimum of twenty (20) feet is required.~~

b. ~~Accessory structures (detached): None, except where the rear yard abuts a residential zone or first floor residential use, a minimum of five (5) feet is required.~~

3. ~~Side yard:~~

a. ~~Principal and accessory structures: None, except that where a side yard abuts a residential zone or a first floor residential use, a minimum of ten (10) feet is required.~~

b. ~~Accessory structures (detached): None, except that where the side yard abuts a residential zone or a first floor residential use, a minimum of five (5) feet is required.~~

c. ~~Side yards on side streets (corner lot): Principal or accessory structures: Ten (10) feet maximum setback, except that for any new construction on a lot abutting more than two streets, the maximum setback shall not apply beyond the two most major streets. (For purposes of this section, "major street" shall mean that street with the highest traffic volume and the greatest street width in comparison with the remaining streets). This maximum setback shall not apply to building additions.~~

~~(d) Minimum lot width: None.~~

~~(e) Maximum structure height:~~

~~1. Off peninsula locations, as defined in Section 14-47: Thirty-five (35) feet. Where the lot abuts an R-6 residential zone, the maximum height shall be the maximum permitted height in the R-6 residential zone.~~

2. ~~On peninsula B-1 and B-1b locations, as defined in Section 14-47: Forty-five (45) feet except in the case of a building in a B-1 zone along Congress Street with commercial first floor and residential upper floors where fifty (50) feet is allowed. The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.~~
- ~~(f) Maximum impervious surface ratio: Ninety (90) percent.~~
- ~~(g) Floor area:~~
 1. ~~The maximum first floor area of a single tenant building shall be no greater than five thousand (5,000) square feet.~~
 2. ~~The maximum first floor area of a multi-tenant building shall be no greater than ten thousand (10,000) square feet.~~
- ~~(h) Minimum lot area per dwelling unit:~~
 1. ~~On peninsula locations, as defined in Section 14-47: Four hundred and thirty-five (435) square feet of land area per dwelling unit.~~
 2. ~~Off peninsula locations, as defined in Section 14-47: Minimum lot area per dwelling unit requirements of the abutting or nearest residential zone shall apply. In the case of multi-family dwellings above the first floor: 1,000 square feet of land area per dwelling unit.~~

...

DIVISION 10. B-2 AND B-2b COMMUNITY BUSINESS ZONES*

...

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;
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.~~

~~1920.~~ Registered medical marijuana dispensaries.

...

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 zone~~ 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.

...

Sec. 14-185. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, 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 ft. 20 ft.
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
Front Yard Maximum¹	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. ²

<u>Structure Stepbacks</u>	<u>-Portions of a structure above 35 ft shall be no closer than 5 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.</u>
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	Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.
	On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

1[1] Building additions do not have to meet this section.

1[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.

Order 90-14/15
Tab 22 11-3-14

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)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 14. LAND USE**

Re: Changes to Business B-1 and Community Business B-2 Zones

**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, Divisions 9 and 10, Sections
14-161, 14-162, 14-163, 14-165, 14-182, 14-183 and 14-185 of the
Portland City Code are hereby amended to read as follows:*

DIVISION 9. B-1 AND B-1b NEIGHBORHOOD BUSINESS ZONES

Sec. 14-161. Purpose.

(a) B-1 Neighborhood Business Zone

The purpose of the B-1 neighborhood business zone is to provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complimentary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3). This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations.

Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses.

(b) *B-1b Neighborhood Business Zone*

The purpose of the B-1b neighborhood business zone is to provide appropriate opportunities for the establishment of small-scale ground floor commercial uses to serve in existing buildings, serving a local market, while preserving residential uses and character above the ground floor of structures. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3).

Suitable locations for this zone may include street intersections, arterial streets, and sites with existing or traditional neighborhood retail and service uses.

Sec. 14-162. Permitted uses.

(a) The following uses are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone. For permitted uses in the upper stories of buildings in the B-1b zone, refer to subsection (5) below: in existence on November 15, 1993:

1. *Residential*

- a. Any residential use permitted in the residential zone abutting the lot is permitted. If there is no abutting residential zone, any residential use permitted in the nearest residential zone to the lot is permitted. In the case of two (2) or more abutting residential zones, any residential use permitted in the most restrictive such zone is permitted.
- b. In any structure with commercial use on the first floor, multifamily dwellings are permitted above the first floor.
- c. Combined living/working spaces including, but not limited to, artist residences with studio space.

2. *Business:* Business uses listed below are permitted, provided that such use which generates in excess of a ratio of 100 peak hour vehicle trips per 2000 sq.ft.

of space, and generates in excess of 100 peak hour vehicle trips is prohibited. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips.

- a. Professional, business, and general offices
~~Professional offices, as defined in section 14-47,~~ but excluding veterinarians.
- b. Business services, as defined in section 14-47, but excluding beverage container redemption centers.
- c. Personal services, as defined in section 14-47.
- d. Offices of building tradesmen, provided there is no exterior storage of building materials.
- e. Retail establishments, provided such do not include drive-through sales or services and do not operate between the hours of eleven (11) p.m. and six (6) a.m. and do not accept deliveries or services between the hours of ten (10) p.m. to seven (7) a.m.
- f. Beverage dealers (as defined in 32 M.R.S.A. 1862) provided they meet the following requirements:
 - i. Maximum total floor area for beverage container redemptions, including the storage of spent beverage containers, shall be no greater than five hundred (500) sq. ft. or ten (10) percent of the total floor area of the facility, whichever is less;
 - ii. Beverage container redemption is an accessory use to a principal retail use that includes beverage sales. Local beverage container redemption centers as defined in 32 M.R.S.A. 1867, as may be amended, are not allowed as a principal use.
 - iii. Storage of all beverage containers shall be contained entirely within the building providing retail sales.

g. Studios for artists, photographers and craftspeople including but not limited to, painters, sculptors, dancers, graphic artists and musicians.

h. Restaurants are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone provided they meet the following additional requirements in addition to the vehicle trips standards of in Sec. 14-162.a.2:

a. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips.

b. Maximum total floor area for use of the public shall be two thousand (2,000) square feet.

c. The hours of operation shall be limited to between 6:00 a.m. and 11:00 p.m. each day.

d. Food service and consumption are the primary function of the restaurant.

e. There shall be no drive-through service.

3. Institutional:

...

Sec. 14-163. Conditional uses.

~~(a) The following uses are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone, as provided in section 14-474 (conditional uses), if they meet the following requirements provided that such use which generates in excess of a ratio of 100 peak hour vehicle trips per 2000 sq. ft. of space, and generates in excess of 100 peak hour vehicle trips is prohibited. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will~~

~~generate in excess of a total of 50 peak hour vehicle trips:~~

~~1. Restaurants, provided they meet the following requirements:~~

~~a. Maximum total floor area for use of the public shall be one thousand (1,000) square feet;~~

~~b. The hours of operation shall be limited to between 6:00 a.m. and 11:00 p.m. each day;~~

~~c. Food service and consumption are the primary function of the restaurant; and~~

~~d. There shall be no drive-through service.~~

~~(b) The following use shall be permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) and any special provisions, standards or requirements specified below:~~

...

Sec. 14-165. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, residential uses in off-peninsula locations, permitted under section 14-162(a) shall meet the requirements of such abutting or nearest residential zone except as noted in ~~Sec. 14-165(h)~~ (minimum lot area per dwelling unit). Residential uses in on-peninsula locations, as defined in Section 14-47, and nonresidential uses in the B-1 and B1-b zones shall meet the following minimum requirements:

<u>Min. Lot Size</u>	School: 20,000 SF
	Place of Assembly: 10,000 SF
	Other Non-Res Uses: None
	Residential: None
<u>Min. Lot Area per D.U.</u>	On-peninsula: 435 SF
	Off-peninsula: min. lot area of nearest residential zone, except 1,000 SF for multi-family dwellings above first floor
<u>Min. Street Frontage</u>	20 ft.
<u>Min. Lot Width</u>	None
<u>Min. Front Yard</u>	None
<u>Max. Front yard</u>	10 ft., or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft.
<u>Min. Rear Yard</u>	Principal: None, except 10 ft. if abutting a residential zone.
	Accessory: None, except 5 ft. if abutting a residential zone
<u>Min. Side Yard</u>	Principal: None, except 5 ft. if abutting residential zone.
	Accessory: None, except 5 ft. if abutting a residential zone
<u>Max. Side Yard on Side Street</u>	10 ft., except that this requirement applies to only one side street in cases where a lot has more than one side street
<u>Structure Stepbacks</u>	Portions of a structure above 35 ft shall be no closer than 10 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.
<u>Max. Structure Height¹</u>	Off- peninsula: 35 ft., except where abutting R-6, where max. height shall be the max. height of R-6. ²
	On-peninsula: 45 ft. except 50 ft. along Congress Street if commercial first floor & residential upper floors.
<u>Max. Floor Area</u>	Total maximum first floor area for non-residential uses per structure: 10,000 SF ³
	Total maximum floor area per retail establishment: 5,000 SF
<u>Max. Lot Coverage</u>	-
<u>Open Space Ratio</u>	-

**Max. Impervious
Surface**

90%

1. The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.
2. Except when B-1 properties abut an R-6A zone, the maximum height shall be 45 ft.
3. Structures which existed prior to date of enactment of the B-1/B-1b zones are exempt.

~~(a) Minimum lot size:~~

- ~~1. School: Twenty thousand (20,000) square feet.~~
- ~~2. Places of religious assembly: Ten thousand (10,000) square feet.~~
- ~~3. All other nonresidential uses: None.~~
- ~~4. Residential uses: None.~~

~~(b) Minimum street frontage: Fifty (50) feet, except that if the average street frontages of all lots within two hundred (200) feet of the boundaries of the lot in question on the same side of the street and within the B-1 or B-1b zone is less than fifty (50) feet, then the minimum street frontage for the lot in question may be reduced to the average frontage of such lots.~~

~~(c) Yard dimensions: (Yard dimensions are required setbacks for structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)~~

~~1. Maximum front yard:~~

~~Principal or accessory structure: The maximum front yard setback shall either be: (i) ten feet; or (ii) in cases where the average depth of the front yards of the nearest developed lots on either side of the lot in question is less than ten 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.~~

~~Building additions are not required to meet this maximum setback.~~

~~2. Rear yard:~~

~~a. Principal structures: None, except where a rear yard abuts a residential zone or first floor residential use, a minimum of twenty (20) feet is required.~~

~~b. Accessory structures (detached): None, except where the rear yard abuts a residential zone or first floor residential use, a minimum of five (5) feet is required.~~

~~3. Side yard:~~

~~a. Principal and accessory structures: None, except that where a side yard abuts a residential zone or a first floor residential use, a minimum of ten (10) feet is required.~~

~~b. Accessory structures (detached): None, except that where the side yard abuts a residential zone or a first floor residential use, a minimum of five (5) feet is required.~~

~~c. Side yards on side streets (corner lot): Principal or accessory structures: Ten (10) feet maximum setback, except that for any new construction on a lot abutting more than two streets, the maximum setback shall not apply beyond the two most major streets. (For purposes of this section, "major street" shall mean that street with the highest traffic volume and the greatest street width in comparison with the remaining streets). This maximum setback shall not apply to building additions.~~

~~(d) Minimum lot width: None.~~

~~(e) Maximum structure height:~~

~~1. Off-peninsula locations, as defined in Section 14-47: Thirty-five (35) feet. Where the lot abuts an R-6 residential zone, the maximum height shall be the maximum permitted height in the R-6 residential zone.~~

- ~~2. On peninsula B-1 and B-1b locations, as defined in Section 14-47: Forty five (45) feet except in the case of a building in a B-1 zone along Congress Street with commercial first floor and residential upper floors where fifty (50) feet is allowed. The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.~~
- ~~(f) Maximum impervious surface ratio: Ninety (90) percent.~~
- ~~(g) Floor area:~~
- ~~1. The maximum first floor area of a single tenant building shall be no greater than five thousand (5,000) square feet.~~
- ~~2. The maximum first floor area of a multi-tenant building shall be no greater than ten thousand (10,000) square feet.~~
- ~~(h) Minimum lot area per dwelling unit:~~
- ~~1. On peninsula locations, as defined in Section 14-47: Four hundred and thirty five (435) square feet of land area per dwelling unit.~~
- ~~2. Off-peninsula locations, as defined in Section 14-47: Minimum lot area per dwelling unit requirements of the abutting or nearest residential zone shall apply. In the case of multi-family dwellings above the first floor: 1,000 square feet of land area per dwelling unit.~~

...

DIVISION 10. B-2 AND B-2b COMMUNITY BUSINESS ZONES*

...

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;
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.~~

~~1920.~~ Registered medical marijuana dispensaries.

...

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.

...

Sec. 14-185. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, 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 ft. 20 ft.
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
Front Yard Maximum¹	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable. ²

<u>Structure Stepbacks</u>	<u>-Portions of a structure above 35 ft shall be no closer than 5 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.</u>
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	Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.
	On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

1[1] Building additions do not have to meet this section.

1[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.

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CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER AMENDING AND EXPANDING THE BAYSIDE ECONOMIC
REDEVELOPMENT PROGRAM AND BAYSIDE REDEVELOPMENT
TAX INCREMENT FINANCING DISTRICT**

ORDERED, that the Bayside Economic Redevelopment Program and the Bayside Tax Increment Financing District approved by City Council Order 172-12/13 is hereby expanded and amended in substantially the form as attached; and

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

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Alex Jaegerman, Planning Division Director

DATE: October 22, 2014

DISTRIBUTION: Mayor Michael Brennan; Sheila Hill-Christian, Acting City Manager; Danielle West-Chuhta, Corporation Counsel; Jennifer Thompson, Associate Corporation Counsel; Sonia Bean; Nancy English

SUBJECT: B-1 and B-2 Zoning Text Amendments

SPONSOR: Stuart O'Brien, Chair, Planning Board

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading November 3, 2014 **Final Action** November 17, 2014

Can action be taken at a later date: Yes X **No (If no why not?)** Several pending zone change requests are contingent upon the text amendments proposed.

PRESENTATION: Stuart O'Brien, Planning Board Chair, and Alex Jaegerman, Planning Division Director, 5 minute oral presentation

I. SUMMARY OF ISSUE (Agenda Description)

The Planning Board recommends text amendments to the Neighborhood Business B-1 zone and the Community Business B-2 zone. These include changes to the existing dimensional standards and permitted uses under both zoning classifications. The amendments are designed to allow the B-1 and B-2 zones better accomplish their own purposes, particularly as they relate to form and walkable, neighborhood-scaled development.

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

In the summer of this year, city staff reviewed the B-2 zone in an effort to address concerns regarding the zone's efficacy in encouraging higher-density housing. The zone is explicitly designed to encourage "moderate to high density housing in urban neighborhoods along arterials" (14-181), and the city had made prior revisions in an effort to stimulate housing development, but that development had not occurred. The review resulted in a set of text amendments, adopted in June of 2014, which increased the permitted housing density, clarified the setback requirements, and provided for lively, urban ground floor uses. Following adoption of these amendments, it became clear to staff that additional changes to the B-2 were needed in order to resolve concerns that arose from the June 2014 modifications. These changes, proposed here, include a reduction in the minimum street frontage requirement, the introduction of a setback requirement when abutting a residential zone, and the elimination of drive-throughs as a permitted or conditional use in the B-2b zone.

In the fall of this year, city staff conducted a similar review on the existing B-1 zone, after realizing that it, in much the same vein, contained street frontage, setback and other restrictions which effectively precluded it from successfully encouraging the traditional small-scale commercial and mixed-use form so prized in the city's existing neighborhood retail nodes. As with the B-2, the existing B-1 had failed to encourage the type of development the zone exists to promote; there has been very little new retail or mixed-use development in the B-1 zone. The analysis resulted in several proposed text amendments, including a reduction in the minimum street frontage requirement, a reduction in the rear and side setbacks when abutting a residential zone, the introduction of stepbacks when abutting a residential zone,

and the addition of restaurants of less than 2,000 SF, combined living/working spaces, and professional, business, and general offices as permitted uses.

III. INTENDED RESULT

As noted above, the amendments are designed to allow the B-1 and B-2 zones better accomplish their own purposes, particularly as they relate to form and walkable, neighborhood-scaled development.

IV. COUNCIL GOAL ADDRESSED

The proposed map amendment addresses the following Council goals:

Promote Housing Availability: Complete draft rewrites of the R6, R7, and B-2 portions of the zoning ordinance to allow for greater housing opportunities and present to Planning Board and Housing and Community Development Committee for review and recommendations to City Council.

Economic Development: 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

The amendments should foster the type of commercial and mixed-use development that successfully serves neighborhoods in the city.

VI. STAFF ANALYSIS

The review found the proposed text amendments consistent with the Comprehensive Plan.

VII. RECOMMENDATION

On October 14, 2014, the Planning Board voted 5-0 (Soley and Dundon absent) that the proposed text amendments to Division 9. B-1 and B-1b Neighborhood Business Zones and Division 10. B-2 and B-2b Community Business Zones are consistent with the Comprehensive Plan and recommended adoption of the proposed amendment to the City Council.

VIII. ATTACHMENTS

1. Order
2. Planning Board Report to City Council (to be forwarded under separate cover)

Prepared by:

Signature

October 21, 2014

Date



CITY COUNCIL REPORT

from

PLANNING BOARD

PORTLAND, MAINE

B-1 AND B-2 ZONING TEXT AMENDMENTS

CITY OF PORTLAND, APPLICANT

Submitted to: Portland City Council First Reading: November 3, 2014 Second Reading: November 17, 2014	Prepared by: Portland Planning Board Date: October 22, 2014
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I. INTRODUCTION

On October 14, 2014, the Planning Board voted unanimously (5-0; Dundon and Soley absent) to recommend text amendments to the B-1 and B-2 zones to the City Council. The text amendments are designed to bring the provisions of each of the zones more into line with their purpose statements, and include changes to the dimensional standards and permitted uses. Legal notice for the November 17 City Council hearing will be posted in the *Portland Press Herald* on November 3 and November 10. Notices will be sent to the interested citizen list and posted on the city's web page.

II. BACKGROUND

The B-1 and B-2 zones play a critical role in governing the form and function of much of the commercial and mixed-use development in the city. The Neighborhood Business B-1 applies to many of Portland's most successful small-scale, local commercial and mixed-use nodes, from Congress Street in Munjoy Hill and Pine Street in the West End to Rosemont and Stevens Avenue in Deering Center. The B-2 provides locations for larger scale commercial and residential development along the city's major arterials, such as Washington Avenue, Forest Avenue, and outer Congress Street. Many of the city's existing shopping centers, including Northgate, Westgate, and Hannaford's, lie in the B-2 zone.

In the summer of this year, Planning Division staff reviewed the B-2 zone in an effort to address concerns regarding the zone's efficacy in encouraging higher-density housing. The zone is explicitly designed to encourage "moderate to high density housing in urban neighborhoods along arterials" (14-181), and the city had made prior revisions in an effort to stimulate housing development, but that development had not occurred. The review resulted in a set of text amendments, adopted in June of 2014, which increased the permitted housing density, clarified the setback requirements, and provided for lively, urban ground floor uses. In the time since this review, it became clear to staff that minor but substantive text amendments to the B-2 were needed in order to resolve some outstanding concerns with the B-2 zone.

In the fall of this year, city staff conducted a similar review on the existing B-1 zone, after realizing that it, in much the same vein, contained street frontage, setback and other restrictions which effectively precluded it from successfully encouraging the traditional small-scale commercial and mixed-use form so prized in the city's existing neighborhood retail nodes. The purpose of the B-1 zone, as stated in the code, is to

"provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complementary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for

the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk” (14-161).

As with the B-2, the existing B-1 had failed to encourage the type of development the zone exists to promote; there has been very little new retail or mixed-use development in the B-1 zone. The analysis resulted in several proposed text amendments, including changes to the dimensional requirements and use tables.

III. PROPOSED TEXT AMENDMENTS

Text amendments are proposed for both the Neighborhood Business B-1 zone and the Community Business B-2 zone. These include changes to the existing dimensional standards and permitted uses under both zoning classifications.

B-1 Neighborhood Business Zone (Attachment 1)

Dimensional Standards.

1. *Minimum street frontage.* Under the proposed amendments, the minimum street frontage requirement would be reduced from 50 ft. to 20 ft. A smaller minimum street frontage lends itself to the fine grained, small lot development pattern that constitutes so many walkable commercial areas and so much of the city’s peninsula. Most lots in the existing B-1 and B-1b zones on Congress Street in Munjoy Hill, for example, have street frontages ranging from 35 ft. to 45 ft. range. The intent of lowering this standard is to allow existing smaller lots to be used or created.
2. *Rear setback.* Currently, there is no rear setback in the B-1 zone, except the setback is 20 ft. when abutting a residential zone or a first floor residential use. Under the proposed amendments, the rear setback would change to 10 ft. when abutting a residential zone, with no reference to abutting uses. Similarly to the principal structure setback, the existing rear setback for accessory structures is none, except when abutting a residential use or zone. The only change to this standard is the elimination of the reference to the abutting use. In both of these cases, staff felt that the adjacent zone, rather than use, should dictate the setback, as uses are subject to more frequent change.
3. *Side setbacks.* In the existing B-1 zone, there are no side setbacks, except when abutting residential uses or zones, when the setback is 10 ft. for principal structures and 5 ft. for accessory structures. Under the proposed amendments, the side setbacks would continue to be zero, except 5 ft. when abutting a residential zone. Again, the references to abutting residential uses are removed for both principal and accessory structures.
4. *Side yard on side street.* Currently, the side yard on side street setback is a maximum of 10 ft., which only applies to the property lines on the two “most major” streets in the case of a lot on two corners. Staff is recommending simplifying the existing standard to state that the maximum applies to only one side street in cases where the lot has more than one.
5. *Stepbacks.* Stepbacks are proposed as a new dimensional standard for the B-1 zone. Under the stepback provision, portions of structures above 35 ft. would be required to be stepped back an additional five feet on side and rear lot lines when those lot lines abut a residential zone. In total, then, portions of structures above 35 feet would be required to be stepped back 15 ft. from a rear property line, and 10 ft. from the side property line.
6. *Maximum floor areas.* The B-1 zone currently has maximum first floor areas, which are variable by number of tenants. The intent of this existing language is to limit the overall first floor non-residential footprint in a development. Aside from a more limited list of allowed uses, this is central to how B-1 distinguishes itself as a smaller scale commercial zone. This intent is a sound one, but modification of this language is proposed. Instead of controlling for floor area by number of tenants in a building, the amendments suggest simply limiting total maximum first floor area for non-residential uses to 10,000 SF per structure. Existing structures would be exempt from this standard. In addition, the modified

language would limit the total maximum floor area per retail establishment to 5,000 SF. It should be noted that floor area for a use does not include bulk storage, kitchen areas, or vent shafts. Much of the successful existing retail in the B-1 zone, including the Hilltop Superette (former Colucci's) and Hilltop Coffee on Congress Street, Pat's Meat Market on Stevens Avenue, and Rosemont Market on Brighton Avenue, is between 2,000 and 4,000 SF in first floor area. A typical Home Depot is about 125,000 SF, and supermarkets are often in the 40,000 to 80,000 SF range. The intent of this standard is not to imply that there is not economic or aesthetic value in or need for larger commercial spaces, but only to cultivate increments of smaller non-residential development in areas where this seems most in keeping with the neighborhood context.

7. *Maximum structure height.* Where a B-1 zone abuts an R-6 zone off-peninsula, the maximum height is governed by the maximum height of the R-6, which is 45 feet. Staff has recently recommended that the City Council increase the building height in the R-6A to 65 feet. Deeming this too high for the B-1 zone, staff suggests adding a footnote which creates an exception from the cross-reference to the R-6 in the case of an adjacent R-6A zone. The footnote establishes a maximum height in this instance of 45 ft. (or the maximum allowable height of the R-6 zone).

Restaurants. Currently, restaurants are limited to 1,000 SF (not including kitchen and storage), and are allowed as a conditional use only. Under the proposed amendments, the maximum floor area for a restaurant would be increased to 2,000 SF and restaurants would be listed as a permitted use, though the conditional use criteria, such as traffic standards and limited hours of operation, would continue to apply. The intent of this change is consistent with the other B-1 changes that strive to give that zone more utility while still maintaining it as a small-scale commercial zone. According to city assessing data, there is currently no Munjoy Hill restaurant that exceeds this square footage. For example, the Blue Spoon on Congress Street has a floor area of approximately 1,100 SF (inclusive of kitchen and other non-dining areas) and the Front Room has a floor area of approximately 1,600 SF (inclusive of kitchen and non-dining areas). Other restaurants on Washington Avenue and at the base of Congress Street were sampled, as well. This new maximum would not preclude many of the city's existing local restaurants and is a suitable cap for what the B-1 zone is intended for.

Uses. Two uses are proposed to be added because it has been recently pointed out they are not included in B-1, and warrant inclusion:

1. Combined living/working spaces including, but not limited to, artist residences with studio space. The code allows living and working, but not simultaneously when in a B-1 zone. Other business and industrial zones allow this.
2. Professional, business, and general offices, excluding veterinarians. The B-1 zone currently allows professional offices, excluding veterinarians. Professional office is defined as "the office of a doctor, dentist, optometrist, psychologist, accountant, lawyer, architect, engineer or similar professional" (14-47). Professional office is highly restrictive as an office category; the B-1 can accommodate other varieties of office uses.

Format. Lastly, the dimensional standards have been converted to a table format, making them more concise and accessible. This is consistent with formatting changes made to other sections of the land use code as they have been amended.

B-2, Community Business Zone (Attachment 2)

Drive-throughs in the B-2b zone. Drive-throughs associated with a permitted use are currently allowed in the B-2b zone, so long as they are not located adjacent to a residential use or zone. In this case, they are permitted conditionally. Drive-throughs, however, are generally deemed incompatible with the purpose of the zone, as the zone is "intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street" and since the B-2b is written for areas "which exhibit a pedestrian scale and character." 14-181(b)). Under the proposed amendments, the references to drive-throughs as permitted or conditional uses in the B-2b would be eliminated.

Minimum street frontage. 20 ft. is being proposed as the minimum street frontage; 25 ft. is the current minimum frontage. Prior to the June amendments, the frontage requirement was 0 ft. for developments that were entirely residential, and 50 ft. for mixed-use or entirely non-residential sites. In an effort to streamline the dimensional requirements, to move away from neighboring use-based dimensional standards, and to allow for smaller lots to be created and/or built upon, a single standard of 25 ft. was adopted. In the intervening time, staff has received feedback from property owners in the B-2 zone with frontage just under 25 ft. On closer examination, this case is sufficiently common to merit a modification to this standard.

Stepbacks. Stepbacks are proposed as a new dimensional standard for the B-2 zone. As in the B-1, portions of structures above 35 ft. would be required to be stepped back an additional five feet on side and rear lot lines when those lot lines abut a residential zone, for a total distance of 15 feet from the rear property line and 5 feet from side property lines above 35 feet.

IV. COMPREHENSIVE PLAN

The proposed text amendments have been designed to allow the B-1 and B-2 zones better accomplish their own purposes, particularly as they relate to form and walkable, neighborhood-scaled development. In this, the amendments comport with the city's Comprehensive Plan.

The Comprehensive Plan, adopted in November 2002, updated in 2005, provides a policy framework for managing growth in the city, and clearly advocates dense commercial and mixed-use development that both serves and suits the neighborhood context. *Housing: Sustaining Portland's Future* includes policies to "[m]aintain and enhance the livability of Portland's neighborhoods as the city grows and evolves through careful land use regulation, design and public participation that respects neighborhood integrity" and "encourage sustainable development patterns and opportunities within the city by promoting efficient land use, conservation of natural resources, and easy access to public transportation, services, and public amenities." In order to do so, the plan suggests "encourag[ing] increased residential densities and mixed uses within business zones" and "promot[ing] through city policies a mix of housing types, retail and service businesses, community services, and open space/recreation opportunities of appropriate size, scale, and type within neighborhoods."

Similarly, the final *Sustainable Portland* report includes policies such as "support[ing] and enhanc[ing] a citywide system of neighborhood business districts that are neighborhood-oriented, provide local services within a walkable distance from neighborhood population centers, and are linked by transit."

V. PUBLIC COMMENT

Planning Division staff received no public comment on the proposed text amendments.

Table 1: B-1 and B-2 Zones, Proposed Amendments

	Existing B-1/B-1b	Proposed B-1/B-1b	Existing B-2/B-2b/B-2c	Proposed B-2/B-2b/B-2c
Min. Lot Size	School: 20,000 SF	School: 20,000 SF	None	None
	Place of Assembly: 10,000 SF	Place of Assembly: 10,000 SF		
	Other Non-Res Uses: None	Other Non-Res Uses: None		
	Residential: None	Residential: None		
Min. Lot Area per D.U.	On-peninsula: 435 SF	On-peninsula: 435 SF	On-peninsula: 435 SF	On-peninsula: 435 SF
	Off-peninsula: min. lot area of nearest residential zone, except 1,000 SF for multi-family	Off-peninsula: min. lot area of nearest residential zone, except 1,000 SF for multi-family	Off-peninsula: 1,500 SF, or 435 SF if active street frontage	Off-peninsula: 1,500 SF, or 435 SF if active street frontage

	dwelling above first floor	dwelling above first floor		
Min. Street Frontage	50 ft., or the average of lots w/in 200 ft. in same zone	20 ft.	25 ft.	20 ft.
Min. Lot Width	None	None	None	None
Min. Front Yard	None	None	None	None
Max. Front yard	10 ft., or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft.	10 ft., or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft.	10 ft., except a different amount may be approved for irregularly shaped lots or lots with frontage less than 40 ft.	10 ft., except a different amount may be approved for irregularly shaped lots or lots with frontage less than 40 ft.
Min. Rear Yard	Principal: None, except 20 ft. if abutting residential zone or first floor residential use	Principal: None, except 10 ft. if abutting a residential zone.	Principal: 10 ft.	Principal: 10 ft.
	Accessory: None, except 5 ft. if abutting a residential zone or first floor residential use	Accessory: None, except 5 ft. if abutting a residential zone	Accessory: 5 ft.	Accessory: 5 ft.
Min. Side Yard	Principal: None, except 10 ft. if abutting residential zone or first floor residential use	Principal: None, except 5 ft. if abutting residential zone.	Principal: None	Principal: None
	Accessory: None, except 5 ft. if abutting a residential zone or first floor residential use	Accessory: None, except 5 ft. if abutting a residential zone	Accessory: 5 ft.	Accessory: 5 ft.
Side Yard on Side Street	10 ft. maximum setback (if on three streets, only applies to two 'most major' streets)	10 ft. maximum setback (applies to only one side street in cases of more than one)	None	None
Structure Setbacks		Portions of a structure above 35 ft. shall be no closer than 10 ft. from the side property line and no closer than 15 ft. from the rear property line when such property line abuts a residential zone.		Portions of a structure above 35 ft. shall be no closer than 5 ft. from the side property line and no closer than 15 ft. from the rear property line when such property line abuts a residential zone.
Max. Structure Height¹	Off- peninsula: 35 ft., except where abutting R-6, where max. height shall be the max. height of R-6	Off- peninsula: 35 ft., except where abutting R-6, where max. height shall be the max. height of R-6. ²	45 ft., except: a. 50 feet if first floor is commercial use b. 65 feet in B-2 and B-2c zones on lots >5 acres with increases to setbacks c. 65 ft. within 65 ft. of Franklin	45 ft., except: a. 50 feet if first floor is commercial use b. 65 feet in B-2 and B-2c zones on lots >5 acres with increases to setbacks c. 65 ft. within 65 ft. of Franklin
	On-peninsula: 45 ft., except 50 ft. along Congress Street if commercial first floor & residential upper floors	On-peninsula: 45 ft., except 50 ft. along Congress Street if commercial first floor & residential upper floors.		
Max. Floor Area	Single-tenant: 5,000 SF (first floor only)	Total maximum first floor area for non-residential uses per structure: 10,000 SF ³		
	Multi-tenant: 10,000 SF (first floor only)	Total maximum floor area per retail establishment: 5,000 SF		
Max. Impervious Surface	90%	90%	Residential: None	Residential: None
			Other uses in B-2, B-2c: 80%	Other uses in B-2, B-2c: 80%
			Other uses in B-2b: 90%	Other uses in B-2b: 90%

¹ The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.

² Except when B-1 properties abut an R-6A zone, the maximum height shall be 45 ft.

³ Structures which existed prior to date of enactment of the B-1/B-1b zones are exempt.

VI. PLANNING BOARD RECOMMENDATION

The Planning Board considered the proposed text amendments at a hearing on October 14, 2014. After a brief discussion of the street frontage and setback changes, there was generally widespread support for the proposed amendments. The Planning Board voted unanimously (5-0, Dundon and Soley absent) as follows:

On the basis of the material provided in this report, public testimony, a review of applicable policies, and other information, the Planning Board finds that the proposed text amendments to Division 9. B-1 and B-1b Neighborhood Business Zones and Division 10. B-2 and B-2b Community Business Zones are consistent with the Comprehensive Plan and recommends adoption of the proposed amendment to the City Council.

VII. ATTACHMENTS

1. Proposed Text Amendments to Portland Land Use Code, Div. 9. B-1 and B-1b Neighborhood Business Zones
2. Proposed Text Amendments to Portland Land Use Code, Div. 10. B-2 and B-2b Community Business Zone.

DIVISION 9. B-1 AND B-1b NEIGHBORHOOD BUSINESS ZONES*

*Editor's note--Ord. No. 292-88, adopted Apr. 4, 1988, with an effective date of July 1, 1988, repealed §§ 14-161--14-167 of Div. 9, B-1 Business Zone, of this article and enacted in lieu thereof similar new provisions as set out in §§ 14-161--14-167. Formerly, such sections derived from §§ 602.8.A--602.8.G of the city's 1968 Code and from Ord. No. 74-72, adopted Mar. 6, 1972, and Ord. No. 499-74, § 4, adopted Aug. 19, 1974.

Sec. 14-161. Purpose.

(a) *B-1 Neighborhood Business Zone*

The purpose of the B-1 neighborhood business zone is to provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complimentary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3). This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations.

Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses..

(b) *B-1b Neighborhood Business Zone*

The purpose of the B-1b neighborhood business zone is to provide appropriate opportunities for the establishment of small-scale ground floor commercial uses to serve in existing buildings, serving a local market, while preserving residential uses and character above the ground floor of structures. The zone also provides the opportunity for mixed use and high residential density in on-peninsula locations. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3).

Suitable locations for this zone may include street intersections, arterial streets, and sites with existing or traditional neighborhood retail and service uses.

(Ord. No. 292-88, 4-4-88; Ord. No. 133-93, § 1, 11-15-93; Ord. No. 94-99, 11-15-99; Ord. No. 281-10/11, 7-18-11)

Sec. 14-162. Permitted uses.

(a) The following uses are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone. For permitted uses in the upper stories of buildings in the B-1b zone, refer to subsection (5) below: in existence on November 15, 1993:

1. *Residential*

- a. Any residential use permitted in the residential zone abutting the lot is permitted. If there is no abutting residential zone, any residential use permitted in the nearest residential zone to the lot is permitted. In the case of two (2) or more abutting residential zones, any residential use permitted in the most restrictive such zone is permitted.
- b. In any structure with commercial use on the first floor, multifamily dwellings are permitted above the first floor.
- c. Combined living/working spaces including, but not limited to, artist residences with studio space.

2. *Business:* Business uses listed below are permitted, provided that such use which generates in excess of a ratio of 100 peak hour vehicle trips per 2000 sq.ft. of space, and generates in excess of 100 peak hour vehicle trips is prohibited. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips.

- a. Professional, business, and general offices
~~Professional offices, as defined in section 14-~~

- 47, but excluding veterinarians.
- b. Business services, as defined in section 14-47, but excluding beverage container redemption centers.
 - c. Personal services, as defined in section 14-47.
 - d. Offices of building tradesmen, provided there is no exterior storage of building materials.
 - e. Retail establishments, provided such do not include drive-through sales or services and do not operate between the hours of eleven (11) p.m. and six (6) a.m. and do not accept deliveries or services between the hours of ten (10) p.m. to seven (7) a.m.
 - f. Beverage dealers (as defined in 32 M.R.S.A. 1862) provided they meet the following requirements:
 - i. Maximum total floor area for beverage container redemptions, including the storage of spent beverage containers, shall be no greater than five hundred (500) sq. ft. or ten (10) percent of the total floor area of the facility, whichever is less;
 - ii. Beverage container redemption is an accessory use to a principal retail use that includes beverage sales. Local beverage container redemption centers as defined in 32 M.R.S.A. 1867, as may be amended, are not allowed as a principal use.
 - iii. Storage of all beverage containers shall be contained entirely within the building providing retail sales.
 - g. Studios for artists, photographers and craftspeople including but not limited to, painters, sculptors, dancers, graphic artists and musicians.
 - h. Restaurants are permitted in the B-1 zone and on

the ground floor level of buildings in the B-1b zone provided they meet the following additional requirements in addition to the vehicle trips standards of in Sec. 14-162.a.2:

- a. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips.
- b. Maximum total floor area for use of the public shall be two thousand (2,000) square feet.
- c. The hours of operation shall be limited to between 6:00 a.m. and 11:00 p.m. each day.
- d. Food service and consumption are the primary function of the restaurant.
- e. There shall be no drive-through service.

3. *Institutional:*

- a. Places of religious assembly;
- b. Municipal offices;
- c. Elementary, middle and secondary schools;
- d. Nursery schools and kindergarten;
- e. Clinics of less than three thousand (3,000) square feet of total floor space.

4. *Other:*

- a. Lodging houses;
- b. Utility substations, as defined in section 14-47, subject to the standards of article V (site plan), sections 14-522 and 14-523

- notwithstanding;
 - c. Day care facilities or babysitting services;
 - d. Accessory uses as provided in section 14-404;
 - e. Bed and breakfast, subject to the standards of article V (site plan), sections 14-522 and 14-523 notwithstanding.
 - f. Hostels, provided the applicant submits a site plan and operations plan demonstrating compliance with the following conditions:
 - i. No more than twenty (20) overnight transient guests shall be permitted in the facility at any one time.
 - ii. All applicable provisions of Article V of this chapter shall be met.
 - iii. Parking shall be provided in compliance with Division 20 of this Article.
 - iv. No unaccompanied minors under the age of eighteen (18) shall be permitted in the facility.
 - v. The length of stay for transient guests shall not exceed fifteen (15) days out of any sixty-day period.
 - vi. 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.
 - g. Neighborhood center.
5. Uses permitted above the ground floor level of buildings in the B-1b zone:
- a. Any residential use set forth in section 14-162(a);

- b. Bed and breakfast, subject to the standards of article V (site plan), sections 14-522 and 14-523 notwithstanding.
- c. Hostels, provided the applicant submits a site plan and operations plan demonstrating compliance with the following conditions:
 - i. No more than twenty (20) overnight transient guests shall be permitted in the facility at any one time.
 - ii. All applicable provisions of Article V of this chapter shall be met.
 - iii. Parking shall be provided in compliance with Division 20 of this Article.
 - iv. No unaccompanied minors under the age of eighteen (18) shall be permitted in the facility.
 - v. The length of stay for transient guests shall not exceed fifteen (15) days out of any sixty-day period.
 - vi. 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.

6. Wind energy systems, as defined and allowed in Article X, Alternative Energy.

(Ord. No. 292-88, 4-4-88; Ord. No. 133-93, § 2, 11-15-93; Ord. No. 125-97, § 5, 3-3-97; Ord. No. 94-99, 11-15-99; Ord. No. 74-06/07, 12-4-06; Ord. No. 127-09/10, 1-4-10 emergency passage; Ord. No. 278-09/10, 7-19-10, 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. 162-12/13, 4-1-13)

*Editor's Note- Pursuant to Ord. No. 74-06/07, enacted on 12-4-06 changes made in (2) *Business* are effective October 16, 2006.

Sec. 14-163. Conditional uses.

| Date of Draft: October 9, 2014

~~(a) The following uses are permitted in the B-1 zone and on the ground floor level of buildings in the B-1b zone, as provided in section 14-474 (conditional uses), if they meet the following requirements provided that such use which generates in excess of a ratio of 100 peak hour vehicle trips per 2000 sq. ft. of space, and generates in excess of 100 peak hour vehicle trips is prohibited. As set forth in the City of Portland Technical Manual, section I, the city traffic engineer shall require a traffic study when it calculates the proposed use will generate in excess of a total of 50 peak hour vehicle trips:~~

- ~~1. Restaurants, provided they meet the following requirements:~~
 - ~~a. Maximum total floor area for use of the public shall be one thousand (1,000) square feet;~~
 - ~~b. The hours of operation shall be limited to between 6:00 a.m. and 11:00 p.m. each day;~~
 - ~~c. Food service and consumption are the primary function of the restaurant; and~~
 - ~~d. There shall be no drive-through service.~~

(a) ~~(b)~~ The following use shall be permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) and any special provisions, standards or requirements specified below:

1. 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.

2. Wind energy systems, as defined and allowed in Article X, Alternative Energy.

(Ord. No. 292-88, 4-4-88; Ord. No. 133-93, § 3, 11-15-93; Ord. No. 94-99, 11-15-99; Ord. No. 74-06/07, 12-4-06; Ord. No. 29-09/10, 8-3-09, emergency passage; Ord. No. 278-09/10, 7-19-10; Ord. No. 33-11/12, 1-18-12)

*Editor's Note- Pursuant to Ord. No. 74-06/07, enacted on 12-4-06 changes made in (2) *Business* are effective October 16, 2006.

Sec. 14-164. Prohibited uses.

Uses not enumerated in sections 14-162 and 14-163 as either permitted or conditional uses are prohibited.
(Ord. No. 292-88, 4-4-88)

Sec. 14-165. Dimensional requirements.

In addition to the provisions of division 25 (space and bulk regulations and exceptions) of this article, residential uses in off-peninsula locations, permitted under section 14-162(a) shall meet the requirements of such abutting or nearest residential zone except as noted in ~~Sec. 14-165(h)~~ (minimum lot area per dwelling unit). Residential uses in on-peninsula locations, as defined in Section 14-47, and nonresidential uses in the B-1 and B1-b zones shall meet the following minimum requirements:

<u>Min. Lot Size</u>	<u>School: 20,000 SF</u>
	<u>Place of Assembly: 10,000 SF</u>
	<u>Other Non-Res Uses: None</u>
	<u>Residential: None</u>
<u>Min. Lot Area per D.U.</u>	<u>On-peninsula: 435 SF</u>
	<u>Off-peninsula: min. lot area of nearest residential zone, except 1,000 SF for multi-family dwellings above first floor</u>
<u>Min. Street Frontage</u>	<u>20 ft.</u>
<u>Min. Lot Width</u>	<u>None</u>
<u>Min. Front Yard</u>	<u>None</u>
<u>Max. Front yard</u>	<u>10 ft., or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft.</u>

<u>Min. Rear Yard</u>	<u>Principal: None, except 10 ft. if abutting a residential zone.</u>
	<u>Accessory: None, except 5 ft. if abutting a residential zone</u>
<u>Min. Side Yard</u>	<u>Principal: None, except 5 ft. if abutting residential zone.</u>
	<u>Accessory: None, except 5 ft. if abutting a residential zone</u>
<u>Max. Side Yard on Side Street</u>	<u>10 ft., except that this requirement applies to only one side street in cases where a lot has more than one side street</u>
<u>Structure Stepbacks</u>	<u>Portions of a structure above 35 ft shall be no closer than 10 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.</u>
<u>Max. Structure Height¹</u>	<u>Off-peninsula: 35 ft., except where abutting R-6, where max. height shall be the max. height of R-6.²</u>
	<u>On-peninsula: 45 ft. except 50 ft. along Congress Street if commercial first floor & residential upper floors.</u>
<u>Max. Floor Area</u>	<u>Total maximum first floor area for non-residential uses per structure: 10,000 SF³</u>
	<u>Total maximum floor area per retail establishment: 5,000 SF</u>
<u>Max. Lot Coverage</u>	-
<u>Open Space Ratio</u>	-
<u>Max. Impervious Surface</u>	<u>90%</u>
<u>1. The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.</u> <u>2. Except when B-1 properties abut an R-6A zone, the maximum height shall be 45 ft.</u> <u>3. Structures which existed prior to date of enactment of the B-1/B-1b zones are exempt.</u>	

~~(a) Minimum lot size:~~

- ~~1. School: Twenty thousand (20,000) square feet.~~
- ~~2. Places of religious assembly: Ten thousand (10,000) square feet.~~
- ~~3. All other nonresidential uses: None.~~
- ~~4. Residential uses: None.~~

~~(b) Minimum street frontage: Fifty (50) feet, except that if the average street frontages of all lots within two hundred (200) feet of the boundaries of the lot in question on the same side of the street and within the B-1 or B-1b zone is less than fifty (50) feet, then the minimum street frontage for the lot in question may be reduced to the average frontage of such lots.~~

~~(c) Yard dimensions: (Yard dimensions are required setbacks for structures from property lines and setbacks of structures from one another. No structure shall occupy the minimum yard of another structure.)~~

~~1. Maximum front yard:~~

~~Principal or accessory structure: The maximum front yard setback shall either be: (i) ten feet; or (ii) in cases where the average depth of the front yards of the nearest developed lots on either side of the lot in question is less than ten 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.~~

~~Building additions are not required to meet this maximum setback.~~

~~2. Rear yard:~~

~~a. Principal structures: None, except where a rear yard abuts a residential zone or first floor residential use, a minimum of twenty (20) feet is required.~~

~~b. Accessory structures (detached): None, except where the rear yard abuts a residential zone or first floor residential use, a minimum of five (5) feet is required.~~

~~3. Side yard:~~

~~a. Principal and accessory structures: None, except that where a side yard abuts a residential zone or a first floor residential use, a minimum of ten (10) feet is required.~~

~~b. Accessory structures (detached): None, except that where the side yard abuts a residential zone or a first floor residential use, a minimum of five (5) feet~~

is required.

~~e. Side yards on side streets (corner lot):
Principal or accessory structures: Ten (10)
feet maximum setback, except that for any
new construction on a lot abutting more than
two streets, the maximum setback shall not
apply beyond the two most major streets.
(For purposes of this section, "major
street" shall mean that street with the
highest traffic volume and the greatest
street width in comparison with the
remaining streets). This maximum setback
shall not apply to building additions.~~

~~(d) Minimum lot width: None.~~

~~(e) Maximum structure height:~~

~~1. Off peninsula locations, as defined in Section
14 47: Thirty five (35) feet. Where the lot abuts
an R-6 residential zone, the maximum height shall be
the maximum permitted height in the R-6
residential zone.~~

~~2. On peninsula B-1 and B-1b locations, as defined
in Section 14 47: Forty five (45) feet except
in the case of a building in a B-1 zone along
Congress Street with commercial first floor and
residential upper floors where fifty (50) feet is
allowed. The commercial first floor uses shall
utilize at least 75 percent of the first floor
frontage along Congress Street and shall have an
average depth of at least 20 feet.~~

~~(f) Maximum impervious surface ratio: Ninety (90)
percent.~~

~~(g) Floor area:~~

~~1. The maximum first floor area of a single tenant
building shall be no greater than five thousand
(5,000) square feet.~~

~~2. The maximum first floor area of a multi-tenant~~

~~building shall be no greater than ten thousand
(10,000) square feet.~~

~~(h) Minimum lot area per dwelling unit:~~

~~1. On peninsula locations, as defined in Section 14-47: Four hundred and thirty five (435) square feet of land area per dwelling unit.~~

~~2. Off peninsula locations, as defined in Section 14-47: Minimum lot area per dwelling unit requirements of the abutting or nearest residential zone shall apply. In the case of multi family dwellings above the first floor, 1,000 square feet of land area per dwelling unit.~~

(Ord. No. 292-88, 4-4-88; Ord. No. 52-96, § 1, 7-15-96; Ord. No. 94-99, 11-15-99; Ord. No. 281-10/11, 7-18-11; Ord. No. 118-13/14, §165 (e), 1-15-14)

Sec. 14-166. Other requirements.

All nonresidential uses in B-1 and B-1b zones 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 as provided in division 20 and division 21 of this article.
- (d) *Front yard parking:* There shall be no off street parking in the front yard between the street line and the required maximum setback line. Where an existing building setback exceeds 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.

- (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. In no event shall vehicles, or truck trailers with or without wheels, be used for on-site storage. Truck load sales shall not be considered outside storage provided that such activity does not extend beyond three (3) consecutive days nor occur 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. 292.88, 4-4-88; Ord. No. 94-99, 11-15-99)

Sec. 14-167. External effects.

Every use in a B-1 or B-1b 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*: 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 fifty-five (55) decibels on the A scale, 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 are clearly visible from neighbors' properties or may be transferred beyond the lot boundaries by natural causes or forces. All solid waste disposal, including materials which might cause fumes or dust, or constitute a fire hazard if stored out-of-doors, shall be only in fully enclosed containers or receptacles. Areas attracting large numbers of birds, rodents or insects are prohibited.

| (Ord. No. 292-88, 4-4-88; Ord. No. 94-99, 11-15-99)

Sec. 14-168 - Sec. 14-180 Reserved.

DIVISION 10. B-2 AND B-2b COMMUNITY BUSINESS ZONES*

*Editor's note—Ord. No. 293-88, adopted Apr. 4, 1988, with an effective date of July 1, 1988, repealed §§ 14-181-14-187 of Div. 10, B-2 Business Zone, of this article and enacted in lieu thereof similar new provisions as set out in §§ 14-181-14-187. Formerly, such sections derived from §§ 602.9.A-602.9.G of the city's 1968 Code and from Ord. No. 74-72, adopted Mar. 6, 1972; Ord. No. 499-74, § 4, adopted Aug. 19, 1974; Ord. No. 334-76, § 6, adopted July 7, 1976; and Ord. No. 274-77, adopted May 16, 1977.

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;
3. Handicapped family units;
4. Combined living/working spaces including, but not limited to, artist residences with studio space; and

(b) Business:

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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.~~

~~1920.~~ 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; Ord. No. 263-13/14, 6-16-14)

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, 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 ft. 20 ft.
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
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

<u>Structure Stepbacks</u>	<u>-Portions of a structure above 35 ft shall be no closer than 5 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.</u>
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	Off-peninsula locations, as defined in section 14-47: 1,500 square feet, except as provided for in (b) below.
	On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188, below: 435 square feet.

1[1] Building additions do not have to meet this section.

1[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.

(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; Ord. No. 163-13/14, 6-16-14)

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:*

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.

- (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; Ord. No. 263-13/14, 6-16-14)

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

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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.
(Ord. No. 263-13/14, 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**

*Order 91-14/15
Tab 22 11-3-14*

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

**AMENDMENT TO PORTLAND CITY CODE
Sec. 28-51 TRAFFIC SCHEDULE
RE: REDUCING PENINSULA PARKING RESTRICTIONS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN THE CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Chapter 28, Section 51 Traffic Schedule, is hereby amended by repealing Traffic Schedules XXX and XXXI; and
2. That Traffic Schedules XXXA and XXXIA are hereby enacted, and will replace Schedules XXX and XXXI, in substantially the form attached hereto; and
3. That this Order shall be effective on May 1, 2015.

MEMORANDUM
City Council Agenda Item

TO: Mayor Michael Brennan and City Councilors

FROM: Michael J. Bobinsky, Director of Public Services

DATE: October 26, 2014

DISTRIBUTION: (City Manager, Mayor, Corporation Counsel, Sonia Bean, Nancy)

SUBJECT: Traffic Schedule Amendment: Peninsula Parking Restriction Amendments

SPONSOR: City Councilor David Marshall, Chair of the Transportation Sustainability and Energy Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading ___ November 3 ___ Final Action ___ November 17,
2014 ___

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

Department staff have been working on the proposed changes for several months. Action is now needed by City Council to endorse the amended parking changes for the Peninsula. If approved, it will take staff several weeks to get delivery of the new signage reflecting the proposed changes to the parking restriction.

PRESENTATION: John Emerson, Utility Supervisor to present; use of Council action report and site maps reflecting areas of the proposed parking restriction.

I. SUMMARY OF ISSUE (Agenda Description)

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

Based on District 1 and 2 constituent input received over the recent years, the Department of Public Services and Parking Enforcement was asked to consider reducing daytime and nighttime parking restrictions by 50 percent. Following extensive review with involved Departments, staff developed a proposal that strikes a balance of service delivery needs and capabilities and resident convenience. Under the proposed changes, residents will move their vehicles two times per month per side of street as opposed to the current four times per month per side of street. The proposal recognizes that basic municipal street services must be provided and City staff will line up those services with the reduced parking restrictions. City Council needs to amend the traffic schedule relating to Peninsula parking restrictions in order to implement the proposed changes.

III. INTENDED RESULT

Program Benefits

- The proposal achieves the desired result of reducing, by 50%, the number of times vehicles must move per side of street during the month.
- Current service area boundaries will remain the same. Vehicles will now be moved on either Tuesday or Wednesday nights depending on the service area. This will enable the Department of Public Services to provide service on one side of every street in every week.
- Days on which restrictions occur precede the day that Solid Waste and Recycling collection takes place. This feature is especially beneficial in the winter months as it allows the Department of Public Services the opportunity to widen snow narrowed streets by plowing, re-plowing and removing snow prior to rubbish collection.
- Daytime restrictions will be between 10 AM and 2:00 PM. This time frame is consistent with the current Parkside restriction and provides Parking Control Officers with the opportunity to complete school crossing guard tasks before assisting with parking oriented service delivery support.
- New signage will reflect a "time of restriction" change that will run from 12:01 AM to 7:00 AM. This change should be easier to understand than the current 11:30 PM to 7:00 AM restriction.

Amended parking restrictions on both the East End and West End of the Peninsula will result in residents needing to move their vehicles 50% less. This will result in more predictable services such as street sweeping during the spring, summer and fall season. The result is improvement to quality of living within most of the Peninsula neighborhood. City wide parking bans and temporary parking bans, by street, will still be used depending on emergency conditions related to weather, special events or unforeseen incidents.

IV. COUNCIL GOAL ADDRESSED

Responsive City Services that meet basic infrastructure maintenance needs and enhanced quality of living within the Peninsula neighborhood streets.

V. FINANCIAL IMPACT

The Department of Public Services budgeted \$50,000 for new replacement parking restriction signage and \$35,000 in overtime costs for program implementation and to ensure minimum staffing is provided for at all times.

VI. STAFF ANALYSIS

Staff recommends approval of the proposed amendment to the traffic schedule dealing with Peninsula parking changes. Staff will be presenting the proposed parking program changes at the District Neighborhood Meetings. The proposal offers the right balance between staff needing to provide basic municipal services and reduction to the inconvenience resident's face on a daily basis.

VII. RECOMMENDATION

The Department of Public Services received endorsement of the proposed plan at the September 17, 2014 TSE Committee and the Committee recommended sending on the proposal to City Council for final adoption.

VIII. LIST ATTACHMENTS

- Amended Traffic Schedule for the Peninsula Parking Restriction Program
- Map of the streets and service areas affected by the proposed parking restriction

Prepared by: Michael J. Bobinsky, Director of Public Services

Signature

Date

Schedule XXXA

Schedule XXX Repealed 11/2014 by City of Portland Council Order

NO OVERNIGHT PARKING – CITY SERVICE AREAS

Summary:

- Service Area 1: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
- Service Area 2: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
- Service Area 3: Weekly per Side of Street
Odd: Sunday 11:30 PM to Mon. 7:00 AM
Even: Tuesday 11:30 PM to Wed. 7:00 AM
- Service Area 4: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
- Service Area 5: Twice Monthly per Side of Street
Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM
Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
- Service Area 6: Twice Monthly per Side of Street
Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM
Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
- Service Area 7: Twice Monthly per Side of Street
Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM
Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
- Service Area 8: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM

SCHEDULE XXXIA

SCHEDULE XXXI REPEALED BY CITY OF PORTLAND COUNCIL ORDER 11/2014

NO DAYTIME PARKING – CITY SERVICE AREAS

Summary:

- Service Area 4:** Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM
- Service Area 6:** Twice Monthly per Side of Street
Odd: 1st & 3rd Thursday 10:00 AM to 2:00 PM
Even: 2nd & 4th Thursday 10:00 AM to 2:00 PM
- Service Area 8:** Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Schedule XXXA

Schedule XXX Repealed 11/2014 by City of Portland Council Order

NO OVERNIGHT PARKING – CITY SERVICE AREAS

Summary:

Service Area 1:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM
Service Area 2:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM
Service Area 3:	Weekly per Side of Street Odd: Sunday 11:30 PM to Mon. 7:00 AM Even: Tuesday 11:30 PM to Wed. 7:00 AM
Service Area 4:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM
Service Area 5:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Wednesday 12:01 to 7:00 AM Even: 2 nd & 4 th Wednesday 12:01 to 7:00 AM
Service Area 6:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Wednesday 12:01 to 7:00 AM Even: 2 nd & 4 th Wednesday 12:01 to 7:00 AM
Service Area 7:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Wednesday 12:01 to 7:00 AM Even: 2 nd & 4 th Wednesday 12:01 to 7:00 AM
Service Area 8:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM

Details

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DETAILS:**Service Area 1- No Overnight Parking – Twice Monthly Service****No Overnight Parking – Tuesday**

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for north & east side on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the south side & west side on the following streets or parts of streets.

Service Area 1 boundaries are described as follows:

West side of Western Promenade, Pine Street to a point following the west side of Western Promenade extended to Commercial Street

South side of Commercial Street, Brackett Street to a point intersecting the west side of the of Western Promenade extended.

West side of Brackett Street, Pine Street to Commercial Street.

South side of Pine Street, Western Promenade to Brackett Street.

The following streets or segments of streets are included within the boundaries of Service Area 1:

Beach Street*
Bond Street*
Bowdoin Street

Brackett Street
Briggs Street
Carroll Street
Chadwick Street
Clark Street
Clifford Street
Cushman Street
Danforth Street
Dermot Court *
Emery Street
Fletcher Street
Gray Street
Lewis Street

May Street
Neal Street
Orange Street*
Orchard Street
Pine Street
Salem Street
School Street
Spring Street
Spruce Street
Storer Street
Summer Street
Taylor Street
Thomas Street
Vaughn Street
West Commercial Street
Western Promenade
York Street

* - Streets included within the designated boundaries, but not affected by the parking project.

BOWDOIN STREET

North side (NP 1st & 3rd Tues.) From Clifford Street westerly to Western Promenade

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Clifford Street

BRACKETT STREET

West side - (NP 2nd & 4th Tues.) From Pine Street to a point southerly of Pine Street

BRIGGS STREET

East side (NP 1st & 3rd Tues.) From Salem Street northerly to Danforth Street

CARROLL STREET

North side - (NP 1st & 3rd Tues.) From Thomas Street to Western Promenade

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Thomas Street

CHADWICK STREET

East side - (NP 1st & 3rd Tues.) From Bowdoin Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Bowdoin Street

CLARK STREET

East side - (NP 1st & 3rd Tues.) From Beach Street northerly to Spring Street

West side - (NP 2nd & 4th Tues.) From Spring Street southerly to Beach Street

CLIFFORD STREET

North side - (NP 1st & 3rd Tues.) From Thomas Street westerly to Vaughan Street

South side - (NP 2nd & 4th Tues.) From Vaughan Street easterly to Thomas Street

CUSHMAN STREET

North side (NP 1st & 3rd Tues.) From Clark Street westerly to Emery Street

DANFORTH STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to a Point westerly of the Western Promenade.

South side - (NP 2nd & 4th Tues.) From a point opposite Vaughan Street easterly to Brackett Street

EMERY STREET

East side (NP 1st & 3rd Tues.) From dead end northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Spring Street southerly to dead end

FLETCHER STREET

East side (NP 1st & 3rd Tues.) From Danforth Street northerly to a point opposite Orchard Street

West side - (NP 2nd & 4th Tues.) From Orchard Street southerly to Danforth Street

GRAY STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to Clark Street

South side - (NP 2nd & 4th Tues.) From Clark Street easterly to Brackett Street

LEWIS STREET

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Cushman Street

MAY STREET

East side (NP 1st & 3rd Tues.) From Spring Street southerly to Danforth Street

NEAL STREET

East side (NP 1st & 3rd Tues.) From Spring Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Spring Street

ORCHARD STREET

South side - (NP 2nd & 4th Tues.) From Vaughan Street easterly to Fletcher Street

PINE STREET

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Brackett Street

SALEM STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to dead end

South side - (NP 2nd & 4th Tues.) From dead end easterly to Clark Street

SCHOOL STREET

West side - (NP 2nd & 4th Tues.) From Danforth Street southerly to Bond Street

SPRING STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to Vaughan Street

South side - (NP 2nd & 4th Tues.) From Emery Street easterly to Clark Street

SPRUCE STREET

Northside – (NP 13t & 3rd Tues.) From Clark Street Westerly to Emery Street

STORER STREET

West side - (NP 2nd & 4th Tues.) From a point 164 feet southerly of Spring Street to Danforth Street

SUMMER STREET

North side (NP 1st & 3rd Tues.) From Clark Street westerly to the terminus of the street

South side - (NP 2nd & 4th Tues.) From the terminus easterly to Brackett Street

TAYLOR STREET

North side (NP 1st & 3rd Tues.) From May Street westerly to Emery Street

South side - (NP 2nd & 4th Tues.) From Emery Street easterly to May Street

THOMAS STREET

East side (NP 1st & 3rd Tues.) From Spring Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Spring Street

VAUGHAN STREET

East side (NP 1st & 3rd Tues.) From Danforth Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Western Promenade

WEST COMMERCIAL STREET

North side (NP 1st & 3rd Tues.) From a point south of Brackett Street westerly to Cassidy

Point Drive

South side - (NP 2nd & 4th Tues.) From Cassidy Point Dr. easterly to a point south of Brackett Street.

WESTERN PROMENADE

East side – (NP 1st & 3rd Tues.) From Bowdoin Street northerly to Pine Street

West side – (NP 2nd & 4th Tues.) From the southerly curb line of Western Promenade Park southerly to a point opposite Bowdoin Street

YORK STREET

North side – (NP 1st & 3rd Wed.) from Brackett Street westerly to Clark Street

South side – (NP 2nd & 4th Tues.) From Clark Street easterly to Brackett Street

Service Area 2 – No Overnight Parking – Twice Monthly Service

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 2 boundaries are described as follows:

West side of Center Street, Congress Street to a line running 5' parallel to the northerly street line of Commercial Street.

A line running 5' parallel to the northerly street line of Commercial Street, Center Street to Brackett Street

East side of Brackett Street, from a line running 5' parallel to the northerly street line of Commercial Street to Pine Street

South side of Pine Street, Brackett Street to State Street

South side of Congress Street, State Street to Center Street

The following streets or segments of street are included within the boundaries of District #2:

Brackett Street
Brown Street
Center Street*
Congress Street
Danforth Street
Foundry Lane*
Free Street
Gray Street
Guilford Court*
High Street
Maple Street
Nye Street*
Oak Street

Park Street
Pine Street
Pleasant Street
South Street
Spring Street
State Street
Stetson Court
Stratton Place*
Tate Street*
Tyng Street
Winter Street
York Street

* - Streets included within the designated boundaries, but not affected by the Parking Project

BRACKETT STREET

East side - (NP 1st & 3rd Tuesday) From York Street northerly to Pine Street

BROWN STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Free Street

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) State Street easterly to Center Street

DANFORTH STREET

North side - (NP 1st & 3rd Tues.) From York Street westerly to

Brackett Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to York Street

FREE STREET

North side - (NP 1st & 3rd Tues.) From Congress Street easterly to Center Street

South side - (NP 2nd & 4th Tues.)) From Congress Street easterly to Center Street

GRAY STREET

North side - (NP 1st & 3rd Tues.) From Park Street westerly to State Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to Center

Street

HIGH STREET

East side - (NP 1st & 3rd Tues.) From York Street northerly to Pleasant Street

East side - (NP 1st & 3rd Tues.) From Spring Street northerly to Free Street

West side - (NP 2nd & 4th Tues.) From York Street southerly to Commercial Street

West side - (NP 2nd & 4th Tues.) From York Street northerly to Pleasant Street

West side - (NP 2nd & 4th Tues.) From Spring Street northerly to Congress Street

MAPLE STREET

East side - (NP 1st & 3rd Tues.) From Commercial Street northerly to Danforth Street

West side - (NP 2nd & 4th Tues.) From York Street southerly to Commercial Street

OAK STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Free Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Spring Street

PARK STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Spring Street

East side - (NP 1st & 3rd Tues.) From York Street southerly to Commercial Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Commercial Street

PINE STREET

South side - (NP 2nd & 4th Tues.) From State Street westerly to Brackett Street

PLEASANT STREET

North side - (NP 1st & 3rd Tues.) From Center Street westerly to Park Street

South side - (NP 2nd & 4th Tues.) From Park Street easterly to Center Street

SOUTH STREET

West side - (NP 2nd & 4th Tues.) From the terminus southerly to Pleasant Street

SPRING STREET

North side - (NP 1st & 3rd Tues.) From a point westerly of Center Street

to a point westerly of Center Street

North side - (NP 1st & 3rd Tues.) From a point westerly of Oak Street

to a point westerly of Oak Street

North side - (NP 1st & 3rd Tues.) From a point westerly of State Street

to a point easterly of Brackett Street

STATE STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to York Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to York Street

STETSON COURT

South side - (NP 2nd & 4th Tues.) From the terminus easterly to Park Street

TYNG STREET

East side - (NP 1st & 3rd Tues.)) From York Street northerly to Danforth Street

West side - (NP 2nd & 4th Tues.) From Danforth Street southerly to York Street

WINTER STREET

East side - (NP 2nd & 4th Tues.)) From Danforth Street northerly to Pine Street

YORK STREET

North side - (NP 1st & 3rd Tues.)) From Park Street westerly to Brackett Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to State Street

SERVICE AREA 3 – No Overnight Parking - Weekly Service

No Overnight Parking -Sundays&Tuesdays

Parking is prohibited between the hours Sunday, 11:30 PM to 7:00 A.M. Monday on the odd side of the street and is prohibited on the even side of the street from Tuesday 11:30 PM to 7 A.M. Wednesday.

Service Area 3 boundaries are described as follows:

Up to but not including the West side of India, Congress Street to Commercial Street.

South side of Commercial Street, From a point opposite Brackett Street to India Street

A line running 5' parallel to the northerly street line of Commercial Street,
Center Street to a point opposite Brackett Street

East side of Center Street, Commercial Street to Congress Street.

South side of Congress Street, Center Street to India Street

* The following streets or segments of street are included within the boundaries of Service Area 3:

Center Street	Free Street
Church Street*	Gold Street *
Commercial Street	Hampshire Street
Congress Street	Market Street
Cotton Street	Middle Street
Cross Street	Milk Street
Custom House Street	Moulton Street
Dana Street	Newbury Street
Elm Street Ext.	Pearl Street
Exchange Street	Silver Street
Federal Street	Spring Street
Fore Street	Temple Street
Fox Court	Union Street
Franklin Street*	Wharf Street*

* - Streets that are included within the designated boundaries, but not affected by the Parking Project

CENTER STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Commercial Street northerly to Fore
Street

East side - NP Sun. 11:30 PM to Mon. 7 AM) From Free Street northerly to Congress
Street

COMMERCIAL STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Franklin Arterial westerly to High Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Deakes Wharf easterly to a point opposite India Street

CONGRESS STREET

South side - (NP Tues. 11:30 PM to Wed. 7 AM) From Temple Street easterly to India Street

COTTON STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street northerly to dead

end

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From the dead end southerly to

Fore Street

CROSS STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street southerly to Commercial

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Free Street to a point southerly of Free

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to

Commercial Street

CUSTOM HOUSE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point northerly of Commercial Street to Fore

Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street to a point southerly of Fore Street

DANA STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Commercial Street northerly to Wharf

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Wharf Street to a point southerly of

Wharf Street

ELM STREET EXTENTION

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Congress Street southerly to Federal Street

EXCHANGE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Congress Street southerly to Fore

Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Federal Street southerly to Fore

Street

FEDERAL STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Hampshire

Street

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street easterly to Franklin

Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Temple

Street

South side – (NP Tues. 11:30 PM to Wed. 7:00 A.M.) From Elm Street Extension easterly

to Franklin Arterial

South side - NP Tues. 11:30 PM to Wed. 7:00 A.M.) From Franklin Arterial easterly to India

Street

FORE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point westerly of India Street to a point easterly of Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Exchange Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Union Street easterly to India Street

FOX COURT

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street northerly to dead end

FRANKLIN STREET

East side – - (NP Sun. 11:30 PM to Mon. 7 AM) from Commercial Street northerly to Fore Street

FREE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Center Street easterly to a point opposite Cross

Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Center Street easterly to Temple Street

HAMPSHIRE STREET

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Congress Street southerly to Middle Street

MARKET STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street northerly to Federal Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to Commercial Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street northerly to Congress Street

MIDDLE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Exchange Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Union Street easterly to India Street

MILK STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Silver Street

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Market Street westerly to Exchange Street

South side (NP Tues. 11:30 PM to Wed. 7 AM) From Exchange Street easterly to Market Street

South side (NP Tues. 11:30 PM to Wed. 7 AM) From Silver Street easterly to Pearl Street

MOULTON STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street southerly to Commercial Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to Commercial Street

NEWBURY STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Market Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Market Street easterly to Pearl Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Franklin Arterial easterly to India Street

PEARL STREET

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Federal Street southerly to

Newbury St.

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Middle Street southerly to Fore Street

SILVER STREET

West side (NP Tues. 11:30 PM to Wed. 7 AM) From Milk Street southerly to Fore Street

West side (NP Tues. 11:30 PM to Wed. 7 AM) From Milk Street northerly to Middle Street

SPRING STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Temple Street westerly to Cross Street

South side -- (NP Tues. 11:30 PM to Wed. 7 AM) From a point easterly of Center Street to Union Street

TEMPLE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point northerly of Middle Street to Federal Street

UNION STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Wharf Street northerly to Fore Street

SERVICE AREA 4 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 4 boundaries are described as follows:

East side of Eastern Promenade, Congress Street to Atlantic Street

South side of Fore Street, Atlantic Street to India Street

West side of India Street, Commercial Street to Congress Street

South side of Congress Street, India Street to Eastern Promenade

The following streets or segments of street are included within the boundaries Service Area #4:

CONGRESS STREET

EASTERN PROMENADE

FEDERAL STREET

FORE STREET

HANCOCK STREET

INDIA STREET

MIDDLE STREET

MOUNTFORT STREET

NEWBURY STREET

THAMES STREET

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street and from Kellogg Street to Munjoy Street

South side - (NP 2nd & 4th Tues.) From Mountfort Street to Kellogg Street and Munjoy Street to Eastern Promenade

EASTERN PROMENADE

East side - (NP 2nd & 4th Tues.) From a point opposite Atlantic Street easterly to the exit of Fort Allen Park

FEDERAL STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street

FORE STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

HANCOCK STREET

East side (NP 1st & 3rd Tues.) From Thames Street northerly to Federal Street

West side - (NP 2nd & 4th Tues.) From Federal Street southerly to Thames Street

INDIA STREET

East side (NP 1st & 3rd Wed.) From Fore Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Commercial Street

KELLOGG STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

MIDDLE STREET

South side - (NP 2nd & 4th Tues.) From India Street easterly to Hancock Street

MOUNTFORT STREET

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

NEWBURY STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street

THAMES STREET

North side - (NP 1st & 3rd Tues.) From terminus westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to terminus

SERVICE AREA 5 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 5 boundaries are described as follows:

North side of Pine Street, Congress Street to a point following the North side of Pine Street extended to Valley Street

East side of Valley Street, Danforth Street to a point intersecting the North side of Pine Street extended

West side of St. John Street, Veteran's Circle to Park Avenue

North side of Park Avenue, St. John Street to Deering Avenue

West side of Deering Avenue, Park Avenue to Congress Street

South side of Congress Street, Deering Avenue to Pine Street

The following streets or segments of street are included within the boundaries of Service Area 5:

A STREET	HILL STREET
BLYTHE COURT*	HORTON PLACE*
BOYNTON STREET	HOULTON STREET
BRACKETT STREET	MACMILLEN ROAD
BRAMHALL PLACE*	MARSHALL STREET*
BRAMHALL STREET	NEAL STREET
C STREET	PARK AVENUE
CARLETON STREET	PINE STREET
CHADWICK STREET	RUSSELL STREET*
CHARLES STREET*	ST. JOHN STREET
CONGRESS STREET	TROWBRIDGE PLACE*
CRESCENT STREET	VALLEY STREET
D STREET	VAUGHN STREET
DEERING AVENUE	WALKER STREET*
DOW STREET	WEST STREET
ELLSWORTH STREET	WESCOTT STREET*
FOREST STREET	WESTERN PROMENADE
GILMAN STREET	WEYMOUTH STREET
GRANT STREET	

* Streets included within the designated boundaries, but not affected by the Parking Project

A STREET

North side (NP 1st & 3rd Wed.) From Gilman Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Gilman Street

BOYNTON STREET

South side (NP 2nd & 4th Wed.) From Forest Street easterly to Weymouth Street

BRACKETT STREET

North side (NP 1st & 3rd Wed.) From Pine Street westerly to Vaughan Street

South side (NP 2nd & 4th Wed.) From Bramhall Street easterly to Pine Street

BRAMHALL STREET

East side (NP 1st & 3rd Wed.) From Brackett Street northerly to Vaughan Street

East side (NP 1st & 3rd Wed.) From Chadwick Street southerly to West Street

West side (NP 2nd & 4th Wed.) From Bramhall Place southerly to West Street

C STREET

North side (NP 1st & 3rd Wed.) From Valley Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Valley Street

CARLETON STREET

East side (NP 1st & 3rd Wed.) From Pine Street northerly to Congress Street

CHADWICK STREET

East side (NP 1st & 3rd Wed.) From Bramhall Street southerly to Pine Street

West side (NP 2nd & 4th Wed.) From Bramhall Street southerly to Pine Street

CONGRESS STREET

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to a point opposite State Street

CRESENT STREET

North side (NP 1st & 3rd Wed.) From Charles Street easterly to Ellsworth Street

D STREET

North side (NP 1st & 3rd Wed.) From Valley Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Valley Street

DEERING AVENUE

West side (NP 2nd & 4th Wed.) From Grant Street southerly to a point opposite Cumberland Avenue

DOW STREET

West side (NP 2nd & 4th Wed.) From Brackett Street northerly to Congress Street

ELLSWORTH STREET

East side (NP 1st & 3rd Wed.) From Charles Street northerly to Hill Street

FOREST STREET

West side (NP 2nd & 4th Wed.) From Congress Street northerly to Park Avenue

GILMAN STREET

East side (NP 1st & 3rd Wed.) From Park Avenue southerly to Congress Street

East side (NP 1st & 3rd Wed.) From the terminus northerly to Congress Street

West side (NP 2nd & 4th Wed.) From Park Avenue southerly to the terminus

GRANT STREET

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to Weymouth Street

South side (NP 2nd & 4th Wed.) From Weymouth Street easterly to Deering Avenue

HILL STREET

North side (NP 1st & 3rd Wed.) From Bramhall Street westerly to Ellsworth Street

South side (NP 2nd & 4th Wed.) From Ellsworth Street easterly to Bramhall Street

MACMILLAN ROAD

West side (NP 2nd & 4th Wed.) From a point southerly of Congress Street (1 space)

NEAL STREET

East side (NP 1st & 3rd Wed.) From Brackett Street southerly to Pine Street

West side (NP 2nd & 4th Wed.) From Congress Street southerly to Pine Street

PARK AVENUE

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street

South side (NP 2nd & 4th Wed.) From Gilman Street easterly to Deering Avenue

PINE STREET

North side (NP 1st & 3rd Wed.) From State Street westerly to Brackett Street

North side (NP 1st & 3rd Wed.) From Carleton Street westerly to Western Promenade

ST. JOHN STREET

East side (NP 1st & 3rd Wed.) From a point northerly the Valley Street, northerly to A Street

West side (NP 2nd & 4th Wed.) From a point northerly of Valley Street,, southerly to a point northerly of Valley Street

VALLEY STREET

East side (NP 1st & 3rd Wed.) From Danforth Street northerly to Park Avenue

West side (NP 2nd & 4th Wed.) From Congress Street southerly to St. John Street

West side (NP 2nd & 4th Wed.) From Congress Street northerly to Park Avenue

VAUGHAN STREET

East side (NP 1st & 3rd Wed.) From Pine Street northerly to Bramhall Street

West side (NP 2nd & 4th Wed.) From Bramhall Street southerly to Pine Street

WEST STREET

North side (NP 1st & 3rd Wed.) From Blyth Court westerly to Western Promenade

South side (NP 2nd & 4th Wed.) From Western Promenade easterly to Pine Street

WESTERN PROMENADE

East side (NP 1st & 3rd Wed.) From Pine Street northerly to West Street

West side - (NP Tues) From a point opposite West Street southerly to a point opposite Pine Street

WEYMOUTH STREET

East side (NP 1st & 3rd Wed.) From Congress Street northerly to Park Avenue

West side (NP 2nd & 4th Wed.) From Park Avenue southerly to Congress Street

SERVICE AREA 6 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM Wednesday to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 6 boundaries are described as follows:

West side of Preble Street, Marginal Way to Congress Street

North side of Congress Street, Preble Street to Deering Avenue

East side of Deering Avenue, Congress Street to Park Avenue

North side of Park Avenue, Deering Avenue to State Street.

West side of State Street, Park Avenue to Forest Avenue

North side of Marginal Way, Forest Avenue to Preble Street

The following streets or segments of street are included within the boundaries of Service area 6:

ALDER STREET	HIGH STREET
BRATTLE STREET	MELLEN STREET
BROWN STREET	OAK STREET
CASCO STREET	OXFORD STREET
CONGRESS STREET	PARK AVENUE
CUMBERLAND AVE	PARRIS STREET
DEERING AVENUE	PORTLAND STREET
DEERING STREET PLACE	PREBLE STREET
DEERING STREET	SHEPLEY STREET
FOREST AVE	SHERMAN STREET
GRANT STREET	STATE STREET
HANOVER STREET	VERNON PLACE*
HENRY STREET	

* Streets included within the designated boundaries, but not affected by the parking project.

ALDER STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Portland Street northerly to

Kennebec Street

West side – (NP 2nd & 4th Wed 12:01 - 7:00 AM) from Portland Street northerly to Lancaster Street (April 1st to November 30th)

West side -- (NP except 1st & 3rd Wed. 12:01 - 7 AM, December 1st to March 31st.)
from Portland Street northerly to Lancaster Street

BROWN STREET

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street to a point northerly of Congress Street

CASCO STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point northerly of Congress Street to Cumberland Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to Congress Street

CONGRESS STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to Deering Avenue

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to

Mechanic Street

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Mellen Street westerly to

Deering Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Mellen Street easterly to State

Street

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From High Street easterly to Forest

Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Casco Street easterly to

Brown Street

DEERING AVENUE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Grant Street

DEERING STREET PLACE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Deering Street to a point southerly of Deering Street

FOREST AVENUE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Portland Street northerly to a point opposite High Street

Extentsion

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From High Street Extention southerly to Park Avenue

HENRY STREET

Eastside - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From the terminus northerly to Deering Street

HIGH STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Park

Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to

Grant Street

HIGH STREET EXTENTION

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue to Forest Avenue

MARGINAL WAY

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point westerly of Preble Street Extention to a point easterly of Forest Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From a point easterly of Forest Avenue to Hanover Street

MELLEN STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to

Park Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue southerly to

Congress Street

OAK STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

OXFORD STREET

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Preble Street westerly to Portland Street

PARK AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From High Street westerly to

Deering Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Deering Avenue easterly to

High Street

PORTLAND STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to Forest Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Forest Avenue easterly to Preble Street

PREBLE STREET

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Kennebec Street southerly to Congress Street

SHEPLEY STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Casco Street westerly to Oak Street

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Oak Street easterly to Casco Street

STATE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

STATE STREET EXTENSION

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Forest Avenue southerly to Park Avenue

SERVICE AREA 7 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 7 boundaries are described as follows:

Eastside of Preble Street, Marginal Way to Congress

Northside of Congress Street, Preble Street to Smith Street

Up to but not including the Westside of Smith Street, Congress Street to Fox Street

Up to but not including the Westside of Diamond Street, Fox Street to Marginal Way

Northside of Marginal Way, Diamond Street to Preble Street

The following streets or segments of street are included within the boundaries of Service Area 7:

BOYD STREET	LOCUST STREET
CEDAR STREET	MARGINAL WAY*
CHAPEL STREET*	MAYO STREET
CHESTNUT STREET	MYRTLE STREET
CONGRESS STREET	NORTH BOYD STREET*
CUMBERLAND AVE	OXFORD STREET
ELM STREET	PEARL STREET
FOX STREET	PREBLE STREET
FRANKLIN STREET*	SOMERSET STREET
KENNEBEC STREET	STONE STREET
LANCASTER STREET	WILMOT STREET

* Streets included within the designated boundaries, but not affected by Parking Project

BOYD STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to
end of street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From end of street southerly to
Cumberland Avenue

CEDAR STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Lancaster Street

West side - (EXCEPT 1ST & 3RD Wed. 12:01 - 7 AM) From Cumberland Avenue northerly to Lancaster Street

CHESTNUT STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to Congress Street

East side - (NP except 1ST & 3RD Wed. 12:01 - 7 AM.) From Cumberland Avenue northerly to Oxford Street

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Oxford Street to Lancaster Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Somerset Street southerly to Congress Street

CONGRESS STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Elm Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Elm
Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Pearl Street easterly to Smith
Street

ELM STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Kennebec
Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland
Avenue

FOX STREET

Southside (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Franklin Arterial easterly to a point opposite Diamond
Street

KENNEBEC STREET

North side – (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Pearl Street westerly to Chestnut Street

Southside - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Chestnut street easterly to Pearl Street

LANCASTER STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM)From Pearl Street westerly to Preble

Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Cedar Street easterly to Pearl

Street

LOCUST STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

MAYO STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to

the terminus

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From the terminus southerly to

Cumberland Avenue

MYRTLE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Oxford

Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to

Cumberland Avenue

West side - (NP except 1st & 3rd Wed. 12:01 – 7 AM) From Cumberland Avenue northerly to Oxford Street

OXFORD STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Boyd Street

North side – (NP except 1st & 3rd Wed. 12:01 – 7 AM) from Wilmot Street westerly to Pearl Street

Southside (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Preble Street easterly to Smith

Street

PEARL STREET

East side-(NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Oxford Street

PREBLE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Lancaster Street southerly to Oxford

Street

East side (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to

Congress Street

SOMERSET STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point opposite Pearl Street westerly to

Elm Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Elm Street easterly to Franklin Arterial

STONE STREET

East side - (NP except 2nd & 4th Wed. 12:01- 7AM) From Oxford southerly to Cumberland

West side - (NP 2nd & 4th Wed. 12:01 - 7 AM) From Oxford southerly to Cumberland

WILMOT STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Oxford Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Oxford Street southerly to Cumberland Avenue

SERVICE AREA 8– NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 8 boundaries are described as follows:

West side of Diamond Street, Marginal Way to Fox Street

West side of Smith Street, Fox Street to Congress Street

North side of Congress Street, Smith Street to Eastern Promenade

East side of Eastern Promenade, Congress Street to Washington Avenue

North side of Plowman Street, Washington Avenue to Marginal Way

North side of Marginal Way, Plowman Street to Diamond Street

The following streets or segments of streets are included within the boundaries of Service

Area 8:

ANDERSON STREET	MARION STREET
CLEEVES STREET	MELBOURNE STREET
CONGRESS STREET	MERRILL STREET
COVE STREET	MONROE STREET
CUMBERLAND AVE	MONTGOMERY STREET*
DIAMOND STREET	MONTREAL STREET
EASTERN PROMENADE	MORNING STREET
E. LANCASTER STREET	NORTH STREET
EMERSON STREET	OXFORD STREET
EVERETT STREET	PLOWMAN STREET*
FOX STREET	QUEBEC STREET
GOULD STREET	ROMASCO LANE*
GREENLEAF STREET	SHERIDAN STREET
HAMMOND STREET	SMITH STREET

	30
HOWARD STREET	SUMNER COURT*
LAFAYETTE STREET	TURNER STREET
MADISON STREET	WALNUT STREET
MARGINAL WAY	WASHINGTON AVE
	WILLIS STREET
	WINTHROP STREET

* Streets included within the designated boundaries, but not affected by the parking project.

CONGRESS STREET

North side (NP 1st & 3rd Tues. 12:01 - 7:00 AM) from Merrill Street to a point westerly of North Street and from Washington Avenue to Smith Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Tues. 12:01 - 7:00 AM) from Washington Avenue westerly to Smith Street

South side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From Smith Street easterly to Washington Avenue

EASTERN PROMENADE

East side - (NP 1st & 3rd Tues. 12:01 - 7 AM) From a point opposite Congress Street northerly to a point opposite Walnut Street

East side - (NP 1st & 3rd Tues. 4 - 6 AM) From a point opposite Walnut Street northerly to a point opposite East End School

West side - (NP 2nd & 4th Tues. 4 - 6 AM) From North Street southerly to Walnut Street

West side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From Walnut Street southerly to Congress Street

NORTH STREET

East side - (NP 4 a.m. to 6 a.m. Mon.) from a point northerly of Walnut Street to Eastern Prom

West side - (NP 4 a.m. to 6 a.m. Mon.) from E. Prom to a point northerly of Walnut Street

WASHINGTON AVENUE

East side (NP 1st & 3rd Tues. 12:01 - 7:00 AM) From Congress Street northerly to Eastern Promenade

West side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From a point opposite Eastern Promenade southerly to Cumberland Avenue

SCHEDULE XXXIA

SCHEDULE XXXI REPEALED BY CITY OF PORTLAND COUNCIL ORDER 11/2014

NO DAYTIME PARKING -- CITY SERVICE AREAS

Summary:

Service Area 4:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 10:00 AM to 2:00 PM Even: 2 nd & 4 th Tuesday 10:00 AM to 2:00 PM
Service Area 6:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Thursday 10:00 AM to 2:00 PM Even: 2 nd & 4 th Thursday 10:00 AM to 2:00 PM
Service Area 8:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 10:00 AM to 2:00 PM Even: 2 nd & 4 th Tuesday 10:00 AM to 2:00 PM
Details:	Service Area 4: Page 2 Service Area 6: Page 5 Service Area 8: Page 7

Service Area 4 – No Daytime Parking – Twice Monthly Service

No Daytime Parking – Tuesday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 4 boundaries are described as follows:

East side of Eastern Promenade, Congress Street to Atlantic Street

South side of Fore Street, Atlantic Street to India Street

West side of India Street, Commercial Street to Congress Street

South side of Congress Street, India Street to Eastern Promenade

The following streets or segments of street are included within the boundaries Service Area #4:

ADAMS STREET	MOODY STREET
ATLANTIC STREET	MORNING STREET
BECKETT STREET	MOUNTFORT STREET
CONGRESS STREET	MUNJOY STREET
CUTTER STREET*	
EASTERN PROMENADE	NEWBURY STREET
FEDERAL STREET	O'BRIEN STREET
FORE STREET	PONCE STREET
GILBERT LANE*	SHERBROOK STREET
HANCOCK STREET	SHERIDAN STREET
HOYT'S LANE*	ST. LAWRENCE STREET
	THAMES STREET
INDIA STREET	VESPER STREET
KELLOGG STREET	WATERVILLE ST.
MIDDLE STREET	WILSON STREET
MONUMENT STREET	

*Streets included within the designated boundaries, but not affected by the parking project.

ADAMS STREET

North side (NP 1st & 3rd Tues.) From Waterville Street westerly to Sheridan Street

South side - (NP 2nd & 4th Tues.) From a point opposite Sheridan Street easterly to Waterville Street

ATLANTIC STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

BECKETT STREET

East side (NP 1st & 3rd Tues.) From Moody Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Moody Street

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) From Mountfort Street easterly to Kellogg Street and Munjoy Street easterly to Eastern Promenade

EASTERN PROMENADE

East side - (NP 2nd & 4th Tues.) From a point opposite Atlantic Street easterly to the exit of Fort Allen Park

East side - (NP 2nd & 4th Tues.) From Cutter Street to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to a point opposite Cutter Street

West side - (NP 2nd & 4th Tues.) From Vesper Street to Atlantic Street

FORE STREET

North side (NP 1st & 3rd Tues.) From Atlantic Street to Mountfort Street

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street to a point opposite Mountfort Street

South side - (NP 2nd & 4th Tues.) From a point opposite Mountfort Street to opposite Atlantic Street

KELLOGG STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

MONUMENT STREET

North side (NP 1st & 3rd Tues.) From Munjoy Street westerly to Ponce Street

South side - (NP 2nd & 4th Tues.) From Ponce Street easterly to Munjoy Street

MOODY STREET

North side (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Munjoy Street

South side - (NP 2nd & 4th Tues.) From Munjoy Street easterly to Eastern Promenade

MORNING STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

MUNJOY STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

O'BRION STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Wilson Street

West side - (NP 2nd & 4th Tues.) From Wilson Street southerly to Eastern Promenade

PONCE STREET

East side (NP 1st & 3rd Tues.) From Monument Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Monument Street

SHERBROOK STREET

North side (NP 1st & 3rd Tues.) From St. Lawrence Street westerly to Waterville Street

SHERIDAN STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

ST. LAWRENCE STREET

East side (NP 1st & 3rd Tues.) From Fore Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

VESPER STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

WATERVILLE STREET

East side (NP 1st & 3rd Tues.) From Fore Street northerly to Monument Street

West side - (NP 2nd & 4th Tues.) From Monument Street southerly to Fore Street

WILSON STREET

North side (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Atlantic Street

South side - (NP 2nd & 4th Tues.) From Atlantic Street easterly to Eastern Promenade

SERVICE AREA 6 – NO DAYTIME PARKING – TWICE MONTHLY SERVICE

No Daytime Parking – Thursday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM on the 1st and 3rd Thursday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Thursday of the month for the South & West sides on the following streets or parts of streets.

Service Area 6 boundaries are described as follows:

West side of Preble Street, Marginal Way to Congress Street

North side of Congress Street, Preble Street to Deering Avenue

East side of Deering Avenue, Congress Street to Park Avenue

North side of Park Avenue, Deering Avenue to State Street.

West side of State Street, Park Avenue to Forest Avenue

North side of Marginal Way, Forest Avenue to Preble Street

The following streets or segments of street are included within the boundaries of Service area 6:

ALDER STREET	HIGH STREET
BRATTLE STREET	MELLEN STREET
BROWN STREET	OAK STREET
CASCO STREET	OXFORD STREET
CONGRESS STREET	PARK AVENUE
CUMBERLAND AVE	PARRIS STREET
DEERING AVENUE	PORTLAND STREET
DEERING STREET PLACE	PREBLE STREET
DEERING STREET	SHEPLEY STREET
FOREST AVE	SHERMAN STREET
GRANT STREET	STATE STREET
HANOVER STREET	VERNON PLACE*
HENRY STREET	

* Streets included within the designated boundaries, but not affected by the parking project.

ALDER STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue

AVON PLACE

North side - (NP 1st & 3rd Thurs.) From a point westerly of the terminus to a point easterly of Avon Street

AVON STREET

East side - (NP 1st & 3rd Thurs.) From Deering Street northerly to Cumberland

Avenue

West side - (NP 2nd & 4th Thurs.) From Deering Street northerly to Cumberland Avenue

DEERING STREET

North side - (NP 1st & 3rd Thurs.) From High Street westerly to Mellen

Street

South side - (NP 2nd & 4th Thurs.) From Mellen Street easterly to High Street

GRANT STREET

North side - (NP 1st & 3rd Thurs.) From Deering Avenue easterly to High Street

South side - (NP 2nd & 4th Thurs.) From Deering Avenue easterly to High Street

HANOVER STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue (April 1st to November 30¹)

East side - (NP 2nd & 4th Thurs.. December 1st to March 31st)
from Portland Street southerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From a point northerly of Portland Street southerly to Cumberland Avenue

HENRY STREET

East side - (NP 1st & 3rd Thurs.) From the terminus northerly to Deering Street

MECHANIC STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue (April 1st to November 30th)

East side - (NP except 11:30 P.M. Tue. to 7:00 AM. Wed. December 1st to March 31st)
from Portland Street southerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From Portland Street southerly to Cumberland Avenue

PARRIS STREET

East side - (NP 1st & 3rd Thurs.) From Cumberland Avenue northerly to Portland Street

West side - (NP 2nd & 4th Thurs.) From Cumberland Avenue northerly to Portland Street (April 1st to November 30th)

West side - (NP 1st & 3rd Thursday Mon. Dec. 1st to March 31st)
from Cumberland Avenue northerly to Portland Street)

SHERMAN STREET

North side - (NP 1st & 3rd Thurs.) From High Street westerly to Deering Avenue

South side - (NP 2nd & 4th Thurs.) From High Street westerly to Deering Avenue

SERVICE AREA 8– NO DAYTIME PARKING – TWICE MONTHLY SERVICE

No Daytime Parking – Tuesday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 8 boundaries are described as follows:

West side of Diamond Street, Marginal Way to Fox Street

West side of Smith Street, Fox Street to Congress Street

North side of Congress Street, Smith Street to Eastern Promenade

East side of Eastern Promenade, Congress Street to Washington Avenue

North side of Plowman Street, Washington Avenue to Marginal Way

North side of Marginal Way, Plowman Street to Diamond Street

The following streets or segments of streets are included within the boundaries of Service

Area 8:

ANDERSON STREET	MARION STREET
CLEVES STREET	MELBOURNE STREET
CONGRESS STREET	MERRILL STREET
COVE STREET	MONROE STREET
CUMBERLAND AVE	MONTGOMERY STREET*
DIAMOND STREET	MONTREAL STREET
EASTERN PROMENADE	MORNING STREET
E. LANCASTER STREET	NORTH STREET
EMERSON STREET	OXFORD STREET
EVERETT STREET	PLOWMAN STREET*
FOX STREET	QUEBEC STREET
GOULD STREET	ROMASCO LANE*
GREENLEAF STREET	SHERIDAN STREET
HAMMOND STREET	SMITH STREET
HOWARD STREET	SUMNER COURT*

LAFAYETTE STREET

TURNER STREET

MADISON STREET

WALNUT STREET

MARGINAL WAY

WASHINGTON AVE

WILLIS STREET

WINTHROP STREET

* Streets included within the designated boundaries, but not affected by the parking project.

ANDERSON STREET

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to Gould Street

East side - (NP 1st & 3rd Tues.) From Gould Street to Plowman Street

West side- (NP 2nd & 4th Tues.) from a point south of Plowman Street to a point north of Gould Street

West side - (NP 2nd & 4th Tues.) from Fox Street to Cumberland Avenue

CLEEVE STREET

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to Oxford Street

West side (NP 2nd & 4th Tues.) From Oxford Street southerly to Cumberland Avenue

CONGRESS STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Merrill Street and from a point west of North Street to Washington Avenue

COVE STREET

East side - (NP 1st & 3rd Tues.) From Anderson Street northerly to Marginal Way

West side (NP 2nd & 4th Tues.) From Marginal Way southerly to Anderson Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Tues.) From Merrill Street westerly to Washington Avenue

South side - (NP 2nd & 4th Tues.) from Washington Avenue easterly to Merrill Street

DIAMOND STREET

East side - NP 1st & 3rd Tues.) From Fox Street to a point northerly of Fox Street

West side (NP 2nd & 4th Tues.) from Marginal Way southerly to Fox Street

EASTERN PROMENADE

East side - (NP 1st & 3rd Tues.) From a point opposite Congress Street northerly to a point opposite

Walnut Street

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Congress Street

EAST LANCASTER STREET

North side - (NP 1st & 3rd Tues.) From Anderson Street westerly to Smith Street

South side (NP 2nd & 4th Tues.) From Smith Street easterly to Anderson Street

EMERSON STREET

East side - (NP 1st & 3rd Tues.) From Melbourne Street southerly to Congress Street

West side (NP 2nd & 4th Tues.) From Melbourne Street southerly to Congress Street

EVERETT STREET

North side - (NP 1st & 3rd Tues.) From Winthrop Street westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Winthrop Street

FOX STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Washington Avenue

GOULD STREET

North side - (NP 1st & 3rd Tues.) From the terminus westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to the terminus

GREENLEAF STREET

East side - (NP 1st & 3rd Tues.) From Oxford Street northerly to Madison Street

East side - (NP 1st & 3rd Tues.) From Everett Street northerly to Fox Street

West side (NP 2nd & 4th Tues.) From Fox Street southerly to Everett Street

West side (NP 2nd & 4th Tues.) From Madison Street southerly to Oxford Street

HAMMOND STREET

East side - (NP 1st & 3rd Tues.) From Fox Street northerly to Gould Street

West side (NP 2nd & 4th Tues.) From Gould Street southerly to Fox Street

HOWARD STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Quebec Street

West side - (NP 2nd & 4th Tues.)

LAFAYETTE STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Quebec Street

West side (NP 2nd & 4th Tues.) From Quebec Street southerly to Congress Street

MADISON STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Washington Avenue

MARGINAL WAY

North side - (NP 1ST & 3RD Tues.) From a point opposite Plowman Street westerly to Diamond Street

South side (NP 2nd & 4th Tues.) From Diamond Street easterly to Plowman Street

MARION STREET

North side - (NP 1st & 3rd Tues.) From the terminus westerly to a point opposite Romasco Lane

South side - (NP 2nd & 4th Tues..) From Washington Avenue easterly to the terminus.

MELBOURNE STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

MERRILL STREET

East side - NP 1st & 3rd Tues.) From Congress Street northerly to Melbourne Street

West side (NP 2nd & 4th Tues.) From Melbourne Street southerly to Congress Street

MONROE STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Greenleaf Street

South side (NP 2nd & 4th Tues.) From Greenleaf Street easterly to Washington Avenue

MONTREAL STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

MORNING STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Turner Street

West side (NP 2nd & 4th Tues.) From Congress Street northerly to Turner Street

NORTH STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to a point north of Walnut Street

West side (NP 2nd & 4th Tues.) From a point northerly of Walnut Street to a point southerly of

Cumberland Avenue

West side (NP 2nd & 4th Tues.) From a point southerly of Cumberland Avenue to Congress Street

QUEBEC STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

SHERIDAN STREET

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Congress Street

East side - (NP 2ND & 4TH Tues.) from Congress Street northerly to Walnut Street

SMITH STREET

East side - (NP except 10 am To 2 PM 2nd & 4th Tues.) From Congress Street northerly to Cumberland Avenue

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to the terminus

West side (NP 2nd & 4th Tues.) From the terminus southerly to Congress Street

TURNER STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Merrill Street

South side (NP 2nd & 4th Tues.) From Merrill Street easterly to Eastern Promenade

WALNUT STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Washington Avenue

South side (NP 2nd & 4th Tues.) From Washington Avenue easterly to Eastern Promenade

WILLIS STREET

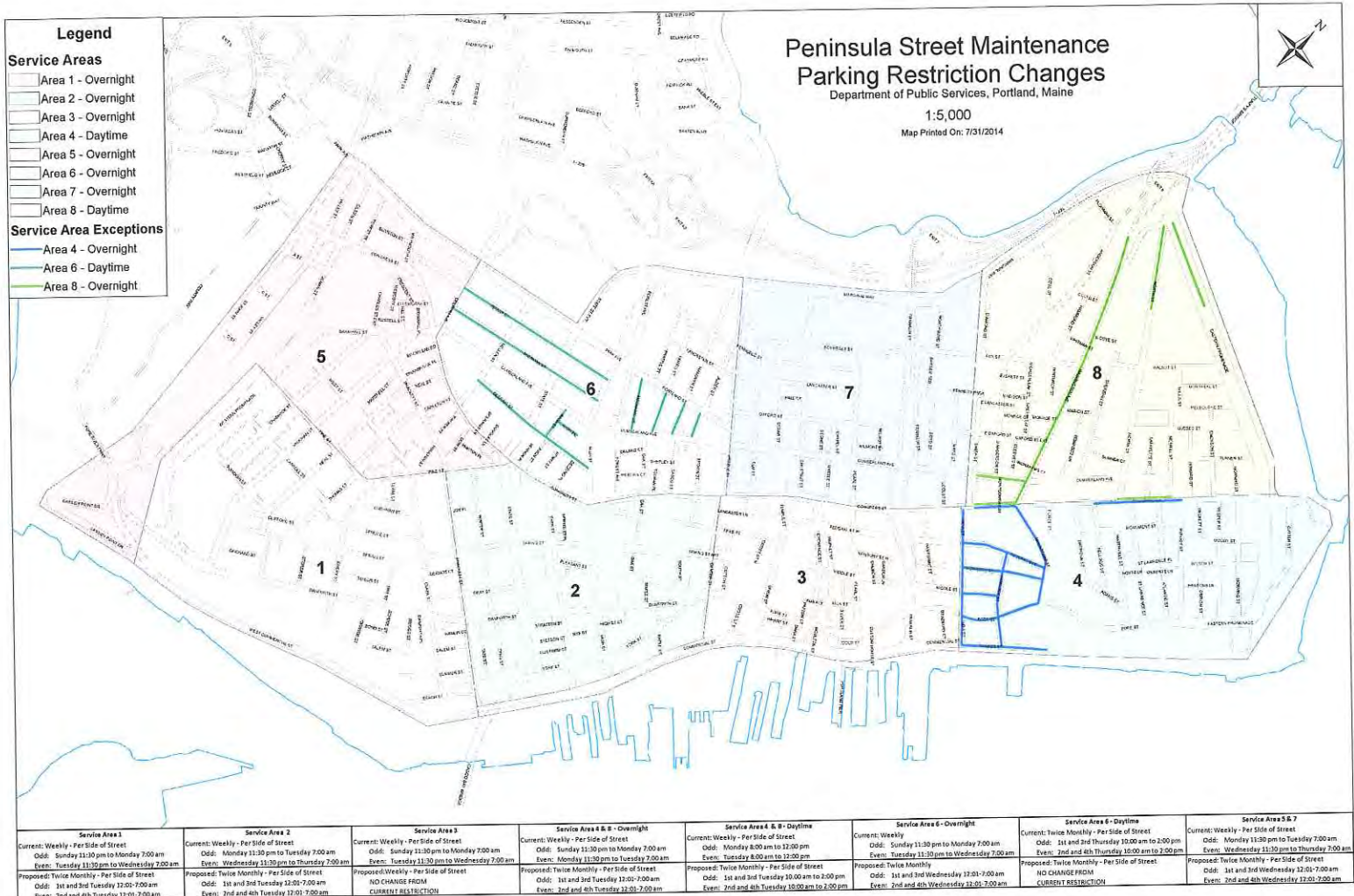
East side - (NP 1st & 3rd Tues.) From Melbourne Street northerly to Walnut Street

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Melbourne Street

WINTHROP STREET

West side (NP 2nd & 4th Tues.) From Fox Street southerly to Madison Street

East side - (NP 2nd & 4th Tues.) - Madison Street to Fox Street

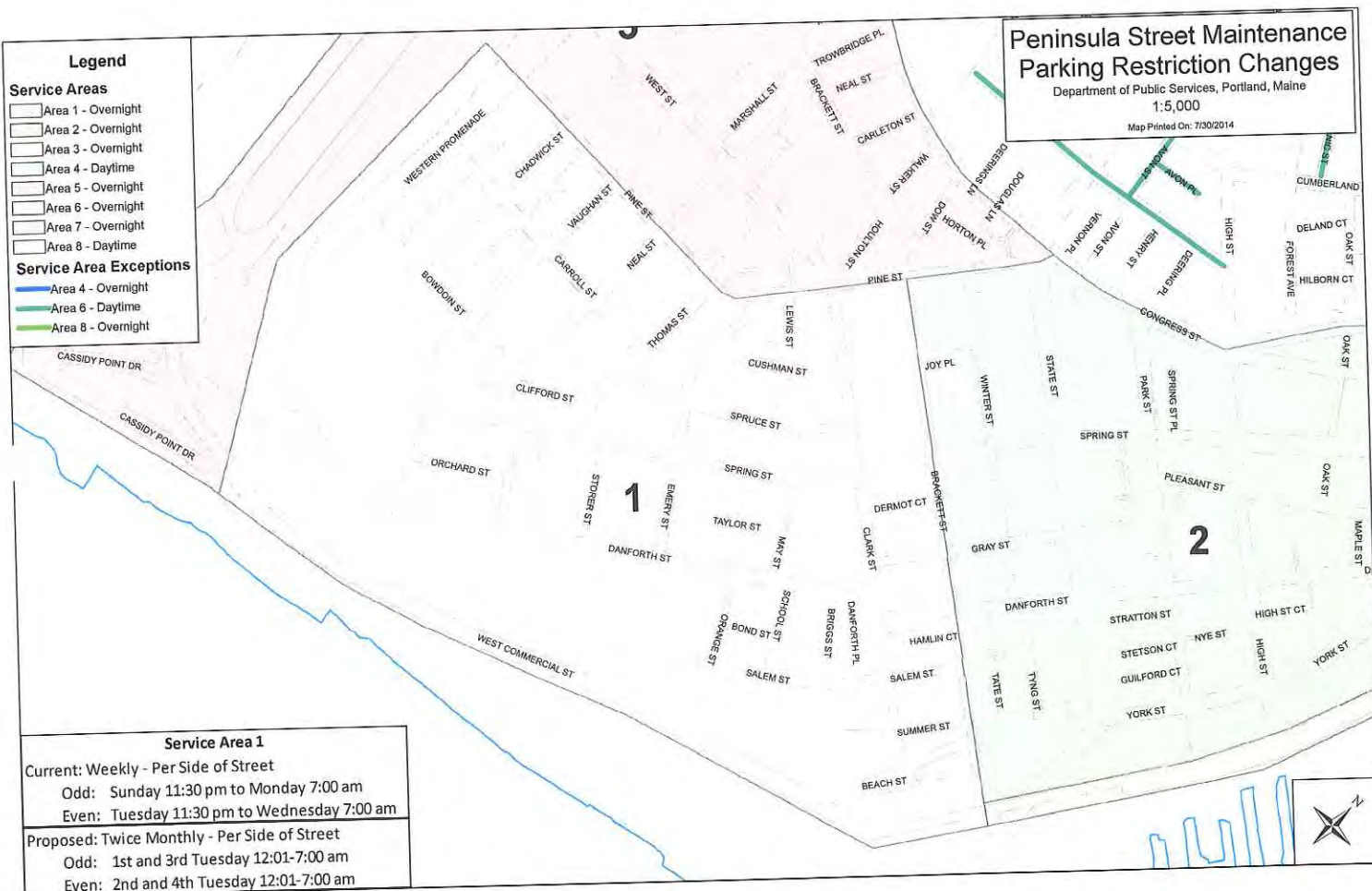


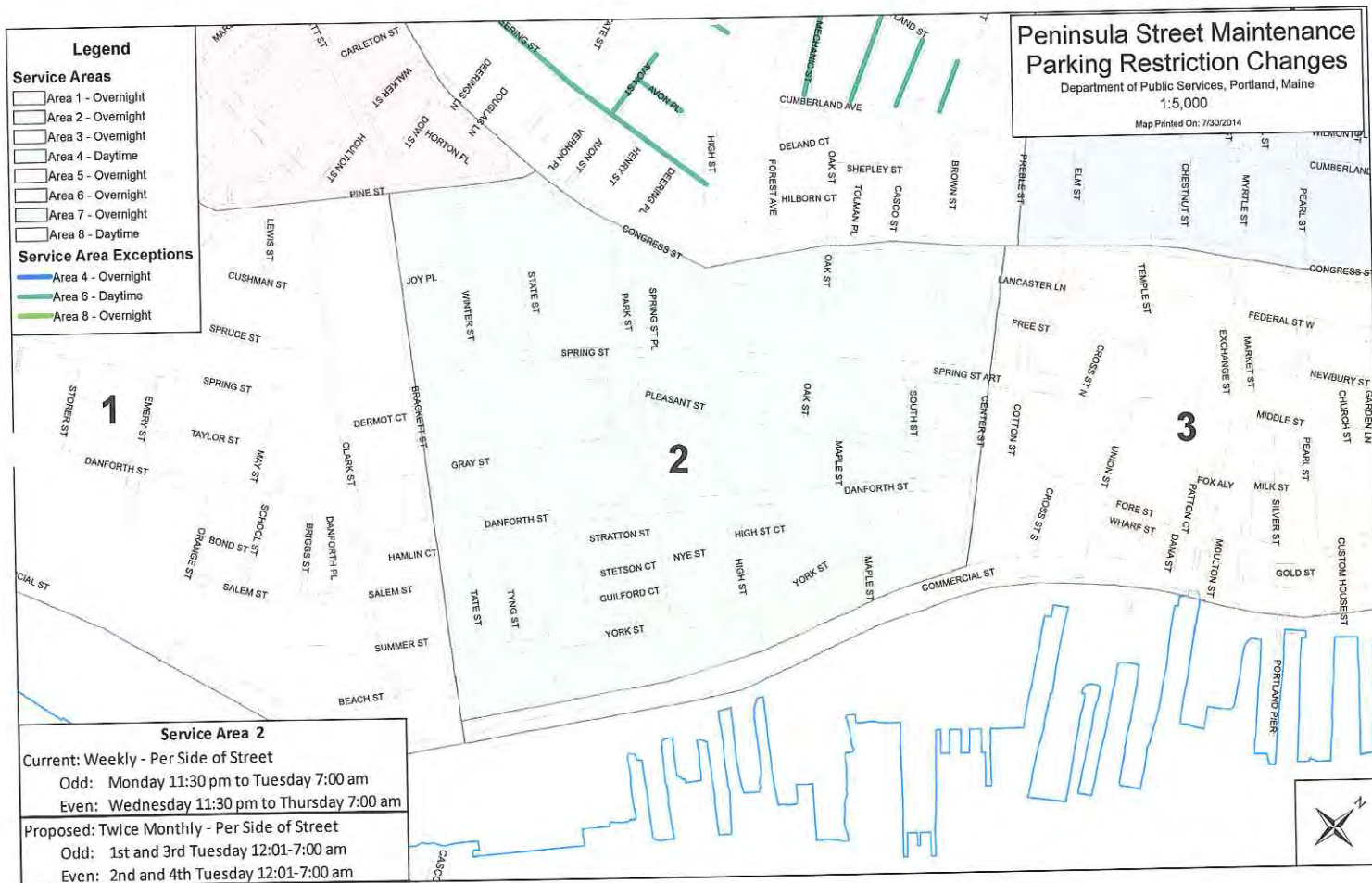
Printed On: 7/30/2014

Map Printed On: 7/30/2014

 Area 4 - Overnight
 Area 6 - Daytime
 Area 8 - Overnight

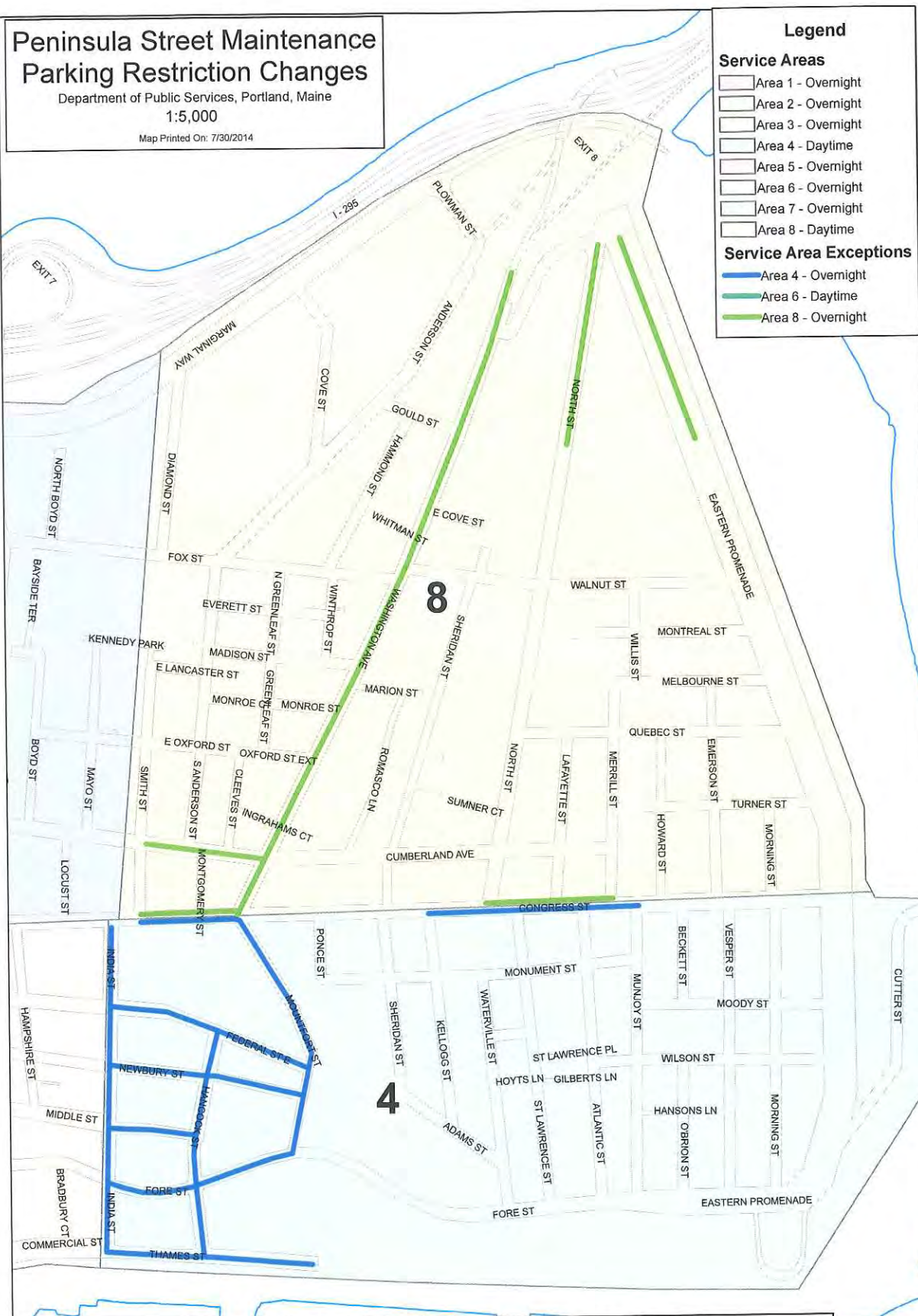
Even: 2nd and 4th Tuesday 12:01-7:00 am





Map Printed On: 7/30/2014

- Area 4 - Overnight
- Area 6 - Daytime
- Area 8 - Overnight



Even: 2nd and 4th Tuesday 10:00 am to 2:00 pm



Service Area 5 & 7

Current: Weekly - Per Side of Street

Odd: Monday 11:30 pm to Tuesday 7:00 am

Even: Wednesday 11:30 pm to Thursday 7:00 am

Proposed: Twice Monthly - Per Side of Street

Odd: 1st and 3rd Wednesday 12:01-7:00 am

Even: 2nd and 4th Wednesday 12:01-7:00 am

Peninsula Street Maintenance Parking Restriction Changes

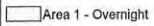
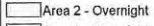
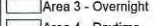
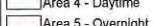
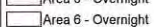
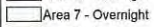
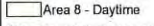
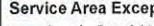
Department of Public Services, Portland, Maine

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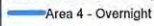
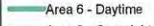
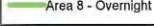
Map Printed On: 7/30/2014

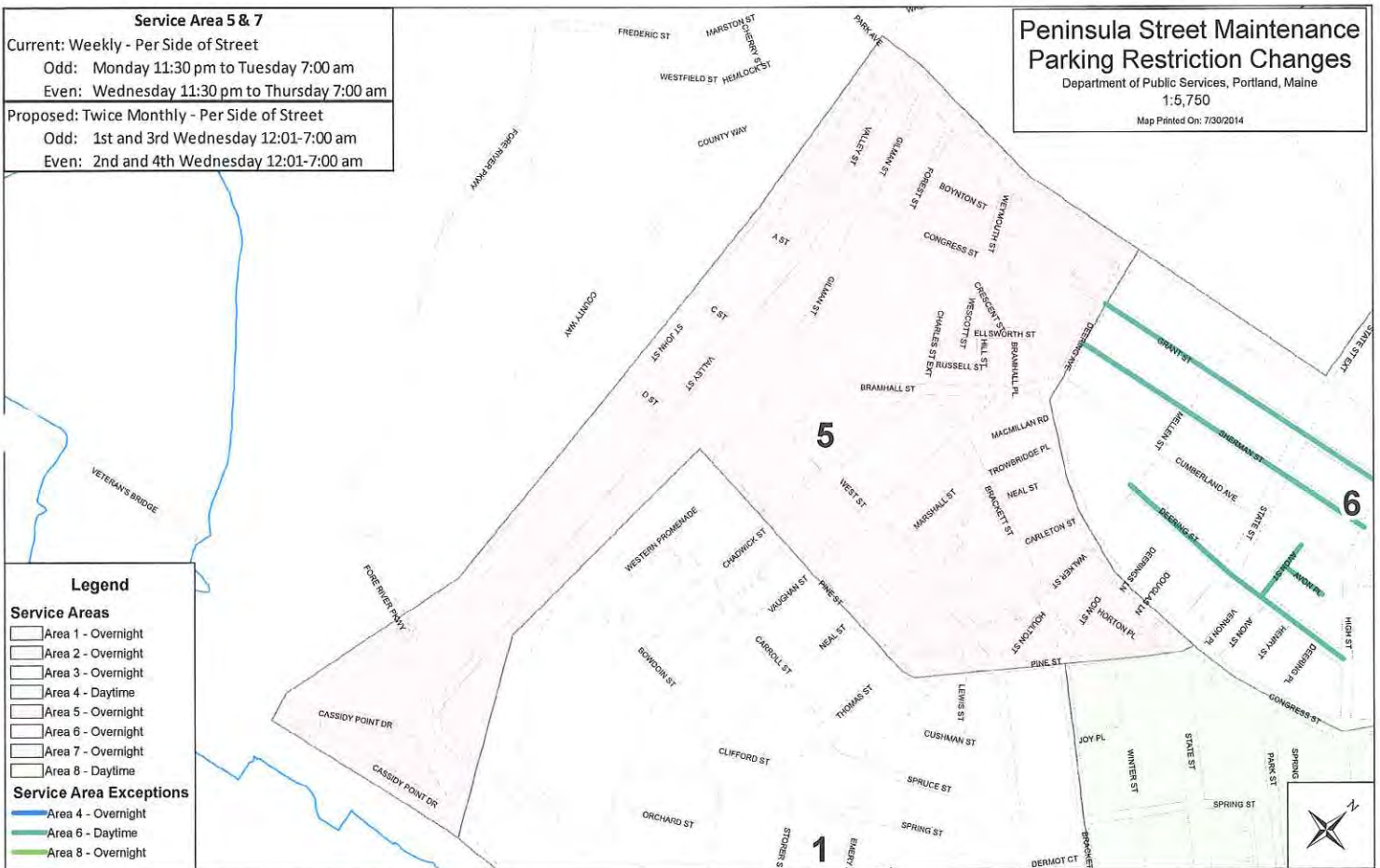
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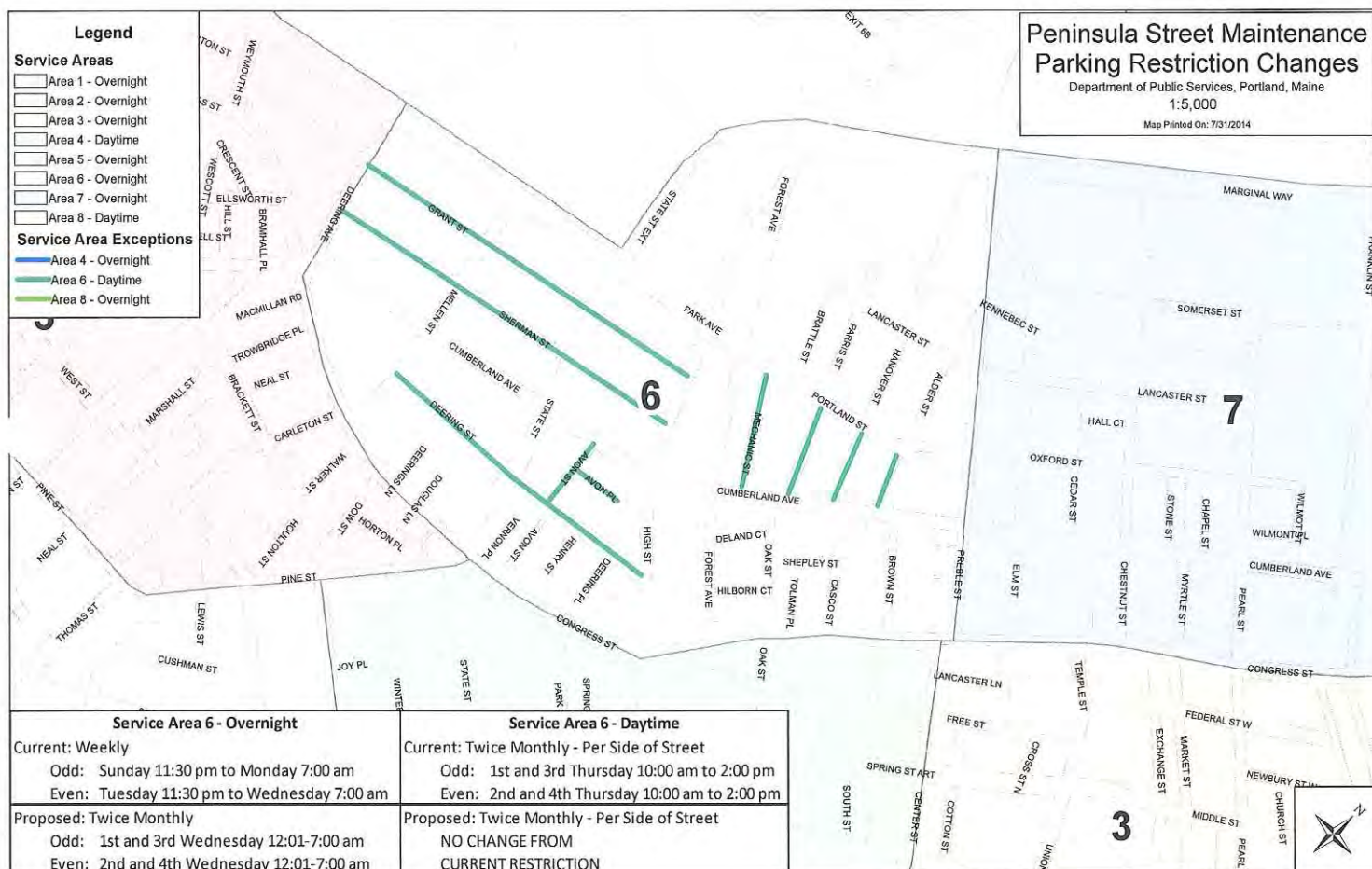
Service Areas

-  Area 1 - Overnight
-  Area 2 - Overnight
-  Area 3 - Overnight
-  Area 4 - Daytime
-  Area 5 - Overnight
-  Area 6 - Overnight
-  Area 7 - Overnight
-  Area 8 - Daytime

Service Area Exceptions

-  Area 4 - Overnight
-  Area 6 - Daytime
-  Area 8 - Overnight





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

Order 91-14/15
Tab 23 11-3-14

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

AMENDMENT TO PORTLAND CITY CODE
Sec. 28-51 TRAFFIC SCHEDULE
RE: REDUCING PENINSULA PARKING RESTRICTIONS

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN THE CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Chapter 28, Section 51 Traffic Schedule, is hereby amended by repealing Traffic Schedules XXX and XXXI; and*
2. *That Traffic Schedules XXXA and XXXIA are hereby enacted, and will replace Schedules XXX and XXXI, in substantially the form attached hereto; and*
3. *That this Order shall be effective on May 1, 2015.*

MEMORANDUM
City Council Agenda Item

TO: Mayor Michael Brennan and City Councilors

FROM: Michael J. Bobinsky, Director of Public Services

DATE: October 26, 2014

DISTRIBUTION: (City Manager, Mayor, Corporation Counsel, Sonia Bean, Nancy)

SUBJECT: Traffic Schedule Amendment: Peninsula Parking Restriction Amendments

SPONSOR: City Councilor David Marshall, Chair of the Transportation Sustainability and Energy Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading November 3 Final Action November 17,
2014

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

Department staff have been working on the proposed changes for several months. Action is now needed by City Council to endorse the amended parking changes for the Peninsula. If approved, it will take staff several weeks to get delivery of the new signage reflecting the proposed changes to the parking restriction.

PRESENTATION: John Emerson, Utility Supervisor to present; use of Council action report and site maps reflecting areas of the proposed parking restriction.

I. SUMMARY OF ISSUE (Agenda Description)

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

Based on District 1 and 2 constituent input received over the recent years, the Department of Public Services and Parking Enforcement was asked to consider reducing daytime and nighttime parking restrictions by 50 percent. Following extensive review with involved Departments, staff developed a proposal that strikes a balance of service delivery needs and capabilities and resident convenience. Under the proposed changes, residents will move their vehicles two times per month per-side of street as opposed to the current four times per month per side of street. The proposal recognizes that basic municipal street services must be provided and City staff will line up those services with the reduced parking restrictions. City Council needs to amend the traffic schedule relating to Peninsula parking restrictions in order to implement the proposed changes.

III. INTENDED RESULT

Program Benefits

- The proposal achieves the desired result of reducing, by 50%, the number of times vehicles must move per side of street during the month.
- Current service area boundaries will remain the same. Vehicles will now be moved on either Tuesday or Wednesday nights depending on the service area. This will enable the Department of Public Services to provide service on one side of every street in every week.
- Days on which restrictions occur precede the day that Solid Waste and Recycling collection takes place. This feature is especially beneficial in the winter months as it allows the Department of Public Services the opportunity to widen snow narrowed streets by plowing, re-plowing and removing snow prior to rubbish collection.
- Daytime restrictions will be between 10 AM and 2:00 PM. This time frame is consistent with the current Parkside restriction and provides Parking Control Officers with the opportunity to complete school crossing guard tasks before assisting with parking oriented service delivery support.
- New signage will reflect a "time of restriction" change that will run from 12:01 AM to 7:00 AM. This change should be easier to understand than the current 11:30 PM to 7:00 AM restriction.

Amended parking restrictions on both the East End and West End of the Peninsula will result in residents needing to move their vehicles 50% less. This will result in more predictable services such as street sweeping during the spring, summer and fall season. The result is improvement to quality of living within most of the Peninsula neighborhood. City wide parking bans and temporary parking bans, by street, will still be used depending on emergency conditions related to weather, special events or unforeseen incidents.

IV. COUNCIL GOAL ADDRESSED

Responsive City Services that meet basic infrastructure maintenance needs and enhanced quality of living within the Peninsula neighborhood streets.

V. FINANCIAL IMPACT

The Department of Public Services budgeted \$50,000 for new replacement parking restriction signage and \$35,000 in overtime costs for program implementation and to ensure minimum staffing is provided for at all times.

VI. STAFF ANALYSIS

Staff recommends approval of the proposed amendment to the traffic schedule dealing with Peninsula parking changes. Staff will be presenting the proposed parking program changes at the District Neighborhood Meetings. The proposal offers the right balance between staff needing to provide basic municipal services and reduction to the inconvenience resident's face on a daily basis.

VII. RECOMMENDATION

The Department of Public Services received endorsement of the proposed plan at the September 17, 2014 TSE Committee and the Committee recommended sending on the proposal to City Council for final adoption.

VIII. LIST ATTACHMENTS

- Amended Traffic Schedule for the Peninsula Parking Restriction Program
- Map of the streets and service areas affected by the proposed parking restriction

Prepared by: Michael J. Bobinsky, Director of Public Services

Signature

Date

Schedule XXXA

Schedule XXX Repealed 11/2014 by City of Portland Council Order

NO OVERNIGHT PARKING – CITY SERVICE AREAS

Summary:

- Service Area 1: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
- Service Area 2: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
- Service Area 3: Weekly per Side of Street
Odd: Sunday 11:30 PM to Mon. 7:00 AM
Even: Tuesday 11:30 PM to Wed. 7:00 AM
- Service Area 4: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
- Service Area 5: Twice Monthly per Side of Street
Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM
Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
- Service Area 6: Twice Monthly per Side of Street
Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM
Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
- Service Area 7: Twice Monthly per Side of Street
Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM
Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
- Service Area 8: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM
Even: 2nd & 4th Tuesday 12:01 to 7:00 AM

SCHEDULE XXXIA

SCHEDULE XXXI REPEALED BY CITY OF PORTLAND COUNCIL ORDER 11/2014

NO DAYTIME PARKING – CITY SERVICE AREAS

Summary:

Service Area 4: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Service Area 6: Twice Monthly per Side of Street
Odd: 1st & 3rd Thursday 10:00 AM to 2:00 PM
Even: 2nd & 4th Thursday 10:00 AM to 2:00 PM

Service Area 8: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Schedule XXXA

Schedule XXX Repealed 11/2014 by City of Portland Council Order

NO OVERNIGHT PARKING – CITY SERVICE AREAS

Summary:

Service Area 1:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM
Service Area 2:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM
Service Area 3:	Weekly per Side of Street Odd: Sunday 11:30 PM to Mon. 7:00 AM Even: Tuesday 11:30 PM to Wed. 7:00 AM
Service Area 4:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM
Service Area 5:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Wednesday 12:01 to 7:00 AM Even: 2 nd & 4 th Wednesday 12:01 to 7:00 AM
Service Area 6:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Wednesday 12:01 to 7:00 AM Even: 2 nd & 4 th Wednesday 12:01 to 7:00 AM
Service Area 7:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Wednesday 12:01 to 7:00 AM Even: 2 nd & 4 th Wednesday 12:01 to 7:00 AM
Service Area 8:	Twice Monthly per Side of Street Odd: 1 st & 3 rd Tuesday 12:01 to 7:00 AM Even: 2 nd & 4 th Tuesday 12:01 to 7:00 AM

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DETAILS:**Service Area 1- No Overnight Parking – Twice Monthly Service****No Overnight Parking – Tuesday**

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for north & east side on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the south side & west side on the following streets or parts of streets.

Service Area 1 boundaries are described as follows:

West side of Western Promenade, Pine Street to a point following the west side of Western Promenade extended to Commercial Street

South side of Commercial Street, Brackett Street to a point intersecting the west side of the of Western Promenade extended.

West side of Brackett Street, Pine Street to Commercial Street.

South side of Pine Street, Western Promenade to Brackett Street.

The following streets or segments of streets are included within the boundaries of Service Area 1:

Beach Street*
Bond Street*
Bowdoin Street

Brackett Street
Briggs Street
Carroll Street
Chadwick Street
Clark Street
Clifford Street
Cushman Street
Danforth Street
Dermot Court *
Emery Street
Fletcher Street
Gray Street
Lewis Street

May Street
Neal Street
Orange Street*
Orchard Street
Pine Street
Salem Street
School Street
Spring Street
Spruce Street
Storer Street
Summer Street
Taylor Street
Thomas Street
Vaughn Street
West Commercial Street
Western Promenade
York Street

* - Streets included within the designated boundaries, but not affected by the parking project.

BOWDOIN STREET

North side (NP 1st & 3rd Tues.) From Clifford Street westerly to Western Promenade

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Clifford Street

BRACKETT STREET

West side - (NP 2nd & 4th Tues.) From Pine Street to a point southerly of Pine Street

BRIGGS STREET

East side (NP 1st & 3rd Tues.) From Salem Street northerly to Danforth Street

CARROLL STREET

North side - (NP 1st & 3rd Tues.) From Thomas Street to Western Promenade

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Thomas Street

CHADWICK STREET

East side - (NP 1st & 3rd Tues.) From Bowdoin Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Bowdoin Street

CLARK STREET

East side - (NP 1st & 3rd Tues.) From Beach Street northerly to Spring Street

West side - (NP 2nd & 4th Tues.) From Spring Street southerly to Beach Street

CLIFFORD STREET

North side - (NP 1st & 3rd Tues.) From Thomas Street westerly to Vaughan Street

South side - (NP 2nd & 4th Tues.) From Vaughan Street easterly to Thomas Street

CUSHMAN STREET

North side (NP 1st & 3rd Tues.) From Clark Street westerly to Emery Street

DANFORTH STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to a Point westerly of the Western Promenade.

South side - (NP 2nd & 4th Tues.) From a point opposite Vaughan Street easterly to Brackett Street

EMERY STREET

East side (NP 1st & 3rd Tues.) From dead end northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Spring Street southerly to dead end

FLETCHER STREET

East side (NP 1st & 3rd Tues.) From Danforth Street northerly to a point opposite Orchard Street

West side - (NP 2nd & 4th Tues.) From Orchard Street southerly to Danforth Street

GRAY STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to Clark Street

South side - (NP 2nd & 4th Tues.) From Clark Street easterly to Brackett Street

LEWIS STREET

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Cushman Street

MAY STREET

East side (NP 1st & 3rd Tues.) From Spring Street southerly to Danforth Street

NEAL STREET

East side (NP 1st & 3rd Tues.) From Spring Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Spring Street

ORCHARD STREET

South side - (NP 2nd & 4th Tues.) From Vaughan Street easterly to Fletcher Street

PINE STREET

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Brackett Street

SALEM STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to dead end

South side - (NP 2nd & 4th Tues.) From dead end easterly to Clark Street

SCHOOL STREET

West side - (NP 2nd & 4th Tues.) From Danforth Street southerly to Bond Street

SPRING STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to Vaughan Street

South side - (NP 2nd & 4th Tues.) From Emery Street easterly to Clark Street

SPRUCE STREET

Northside – (NP 1st & 3rd Tues.) From Clark Street Westerly to Emery Street

STORER STREET

West side - (NP 2nd & 4th Tues.) From a point 164 feet southerly of Spring Street to Danforth Street

SUMMER STREET

North side (NP 1st & 3rd Tues.) From Clark Street westerly to the terminus of the street

South side - (NP 2nd & 4th Tues.) From the terminus easterly to Brackett Street

TAYLOR STREET

North side (NP 1st & 3rd Tues.) From May Street westerly to Emery Street

South side - (NP 2nd & 4th Tues.) From Emery Street easterly to May Street

THOMAS STREET

East side (NP 1st & 3rd Tues.) From Spring Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Spring Street

VAUGHAN STREET

East side (NP 1st & 3rd Tues.) From Danforth Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Western Promenade

WEST COMMERCIAL STREET

North side (NP 1st & 3rd Tues.) From a point south of Brackett Street westerly to Cassidy Point Drive

South side - (NP 2nd & 4th Tues.) From Cassidy Point Dr. easterly to a point south of Brackett Street.

WESTERN PROMENADE

East side – (NP 1st & 3rd Tues.) From Bowdoin Street northerly to Pine Street

West side – (NP 2nd & 4th Tues.) From the southerly curb line of Western Promenade Park southerly to a point opposite Bowdoin Street

YORK STREET

North side – (NP 1st & 3rd Wed.) from Brackett Street westerly to Clark Street

South side – (NP 2nd & 4th Tues.) From Clark Street easterly to Brackett Street

Service Area 2 – No Overnight Parking – Twice Monthly Service

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 2 boundaries are described as follows:

West side of Center Street, Congress Street to a line running 5' parallel to the northerly street line of Commercial Street.

A line running 5' parallel to the northerly street line of Commercial Street, Center Street to Brackett Street

East side of Brackett Street, from a line running 5' parallel to the northerly street line of Commercial Street to Pine Street

South side of Pine Street, Brackett Street to State Street

South side of Congress Street, State Street to Center Street

The following streets or segments of street are included within the boundaries of District #2:

Brackett Street	Park Street
Brown Street	Pine Street
Center Street*	Pleasant Street
Congress Street	South Street
Danforth Street	Spring Street
Foundry Lane*	State Street
Free Street	Stetson Court
Gray Street	Stratton Place*
Guilford Court*	Tate Street*
High Street	Tyng Street
Maple Street	Winter Street
Nye Street*	York Street
Oak Street	

* - Streets included within the designated boundaries, but not affected by the Parking Project

BRACKETT STREET

East side - (NP 1st & 3rd Tuesday) From York Street northerly to Pine Street

BROWN STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Free Street

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) State Street easterly to Center Street

DANFORTH STREET

North side - (NP 1st & 3rd Tues.) From York Street westerly to

Brackett Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to York Street

FREE STREET

North side - (NP 1st & 3rd Tues.) From Congress Street easterly to Center Street

South side - (NP 2nd & 4th Tues.) From Congress Street easterly to Center Street

GRAY STREET

North side - (NP 1st & 3rd Tues.) From Park Street westerly to State Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to Center

Street

HIGH STREET

East side - (NP 1st & 3rd Tues.) From York Street northerly to Pleasant Street

East side - (NP 1st & 3rd Tues.) From Spring Street northerly to Free Street

West side - (NP 2nd & 4th Tues.) From York Street southerly to Commercial Street

West side - (NP 2nd & 4th Tues.) From York Street northerly to Pleasant Street

West side - (NP 2nd & 4th Tues.) From Spring Street northerly to Congress Street

MAPLE STREET

East side - (NP 1st & 3rd Tues.) From Commercial Street northerly to Danforth Street

West side - (NP 2nd & 4th Tues.) From York Street southerly to Commercial Street

OAK STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Free Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Spring Street

PARK STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Spring Street

East side - (NP 1st & 3rd Tues.) From York Street southerly to Commercial Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Commercial Street

PINE STREET

South side - (NP 2nd & 4th Tues.) From State Street westerly to Brackett Street

PLEASANT STREET

North side - (NP 1st & 3rd Tues.) From Center Street westerly to Park Street

South side - (NP 2nd & 4th Tues.) From Park Street easterly to Center Street

SOUTH STREET

West side - (NP 2nd & 4th Tues.) From the terminus southerly to Pleasant Street

SPRING STREET

North side - (NP 1st & 3rd Tues.) From a point westerly of Center Street

to a point westerly of Center Street

North side - (NP 1st & 3rd Tues.) From a point westerly of Oak Street

to a point westerly of Oak Street

North side - (NP 1st & 3rd Tues.) From a point westerly of State Street

to a point easterly of Brackett Street

STATE STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to York Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to York Street

STETSON COURT

South side - (NP 2nd & 4th Tues.) From the terminus easterly to Park Street

TYNG STREET

East side - (NP 1st & 3rd Tues.)) From York Street northerly to Danforth Street

West side - (NP 2nd & 4th Tues.) From Danforth Street southerly to York Street

WINTER STREET

East side - (NP 2nd & 4th Tues.)) From Danforth Street northerly to Pine Street

YORK STREET

North side - (NP 1st & 3rd Tues.)) From Park Street westerly to Brackett Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to State Street

SERVICE AREA 3 – No Overnight Parking - Weekly Service

No Overnight Parking -Sundays&Tuesdays

Parking is prohibited between the hours Sunday, 11:30 PM to 7:00 A.M. Monday on the odd side of the street and is prohibited on the even side of the street from Tuesday 11:30 PM to 7 A.M. Wednesday.

Service Area 3 boundaries are described as follows:

Up to but not including the West side of India, Congress Street to Commercial Street.

South side of Commercial Street, From a point opposite Brackett Street to India Street

A line running 5' parallel to the northerly street line of Commercial Street, Center Street to a point opposite Brackett Street

East side of Center Street, Commercial Street to Congress Street.

South side of Congress Street, Center Street to India Street

* The following streets or segments of street are included within the boundaries of Service Area 3:

Center Street	Free Street
Church Street*	Gold Street *
Commercial Street	Hampshire Street
Congress Street	Market Street
Cotton Street	Middle Street
Cross Street	Milk Street
Custom House Street	Moulton Street
Dana Street	Newbury Street
Elm Street Ext.	Pearl Street
Exchange Street	Silver Street
Federal Street	Spring Street
Fore Street	Temple Street
Fox Court	Union Street
Franklin Street*	Wharf Street*

* - Streets that are included within the designated boundaries, but not affected by the Parking Project

CENTER STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Commercial Street northerly to Fore Street

East side - NP Sun. 11:30 PM to Mon. 7 AM) From Free Street northerly to Congress Street

COMMERCIAL STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Franklin Arterial westerly to High Street

South side - (NP Tues. 11:30 PM to Wed. 7 AM) From Deakes Wharf easterly to a point opposite India Street

CONGRESS STREET

South side - (NP Tues. 11:30 PM to Wed. 7 AM) From Temple Street easterly to India Street

COTTON STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street northerly to dead

end

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From the dead end southerly to

Fore Street

CROSS STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street southerly to Commercial

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Free Street to a point southerly of Free

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to

Commercial Street

CUSTOM HOUSE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point northerly of Commercial Street to Fore

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street to a point southerly of Fore Street

DANA STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Commercial Street northerly to Wharf

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Wharf Street to a point southerly of

Wharf Street

ELM STREET EXTENTION

West side -- (NP Tues. 11:30 PM to Wed. 7 AM) From Congress Street southerly to Federal Street

EXCHANGE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Congress Street southerly to Fore Street

West side -- (NP Tues. 11:30 PM to Wed. 7 AM) From Federal Street southerly to Fore Street

FEDERAL STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Hampshire Street

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street easterly to Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Temple Street

South side -- (NP Tues. 11:30 PM to Wed. 7:00 A.M.) From Elm Street Extension easterly to Franklin Arterial

South side - NP Tues. 11:30 PM to Wed. 7:00 A.M.) From Franklin Arterial easterly to India Street

FORE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point westerly of India Street to a point easterly of Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Exchange Street

South side -- (NP Tues. 11:30 PM to Wed. 7 AM) From Union Street easterly to India Street

FOX COURT

West side -- (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street northerly to dead end

FRANKLIN STREET

East side -- (NP Sun. 11:30 PM to Mon. 7 AM) from Commercial Street northerly to Fore Street

FREE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Center Street easterly to a point opposite Cross Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Center Street easterly to Temple Street

HAMPSHIRE STREET

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Congress Street southerly to Middle Street

MARKET STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street northerly to Federal Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to Commercial Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street northerly to Congress Street

MIDDLE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Exchange Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Union Street easterly to India Street

MILK STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Silver Street

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Market Street westerly to Exchange Street

South side (NP Tues. 11:30 PM to Wed. 7 AM) From Exchange Street easterly to Market Street

South side (NP Tues. 11:30 PM to Wed. 7 AM) From Silver Street easterly to Pearl Street

MOULTON STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street southerly to Commercial Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to Commercial Street

NEWBURY STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Market Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Market Street easterly to Pearl Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Franklin Arterial easterly to India Street

PEARL STREET

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Federal Street southerly to

Newbury St.

West side -- (NP Tues. 11:30 PM to Wed. 7 AM) From Middle Street southerly to Fore Street

SILVER STREET

West side (NP Tues. 11:30 PM to Wed. 7 AM) From Milk Street southerly to Fore Street

West side (NP Tues. 11:30 PM to Wed. 7 AM) From Milk Street northerly to Middle Street

SPRING STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Temple Street westerly to Cross Street

South side -- (NP Tues. 11:30 PM to Wed. 7 AM) From a point easterly of Center Street to Union Street

TEMPLE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point northerly of Middle Street to Federal Street

UNION STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Wharf Street northerly to Fore Street

SERVICE AREA 4 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 4 boundaries are described as follows:

East side of Eastern Promenade, Congress Street to Atlantic Street

South side of Fore Street, Atlantic Street to India Street

West side of India Street, Commercial Street to Congress Street

South side of Congress Street, India Street to Eastern Promenade

The following streets or segments of street are included within the boundaries Service Area #4:

CONGRESS STREET

INDIA STREET

EASTERN PROMENADE

MIDDLE STREET

FEDERAL STREET

MOUNTFORT STREET

FORE STREET

NEWBURY STREET

HANCOCK STREET

THAMES STREET

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street and from Kellogg Street to Munjoy Street

South side - (NP 2nd & 4th Tues.) From Mountfort Street to Kellogg Street and Munjoy Street to Eastern Promenade

EASTERN PROMENADE

East side - (NP 2nd & 4th Tues.) From a point opposite Atlantic Street easterly to the exit of Fort Allen Park

FEDERAL STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street

FORE STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

HANCOCK STREET

East side (NP 1st & 3rd Tues.) From Thames Street northerly to Federal Street

West side - (NP 2nd & 4th Tues.) From Federal Street southerly to Thames Street

INDIA STREET

East side (NP 1st & 3rd Wed.) From Fore Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Commercial Street

KELLOGG STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

MIDDLE STREET

South side - (NP 2nd & 4th Tues.) From India Street easterly to Hancock Street

MOUNTFORT STREET

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

NEWBURY STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street

THAMES STREET

North side - (NP 1st & 3rd Tues.) From terminus westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to terminus

SERVICE AREA 5 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 5 boundaries are described as follows:

North side of Pine Street, Congress Street to a point following the North side of Pine Street extended to Valley Street

East side of Valley Street, Danforth Street to a point intersecting the North side of Pine Street extended

West side of St. John Street, Veteran's Circle to Park Avenue

North side of Park Avenue, St. John Street to Deering Avenue

West side of Deering Avenue, Park Avenue to Congress Street

South side of Congress Street, Deering Avenue to Pine Street

The following streets or segments of street are included within the boundaries of Service Area 5:

A STREET	HILL STREET
BLYTHE COURT*	HORTON PLACE*
BOYNTON STREET	HOULTON STREET
BRACKETT STREET	MACMILLEN ROAD
BRAMHALL PLACE*	MARSHALL STREET*
BRAMHALL STREET	NEAL STREET
C STREET	PARK AVENUE
CARLETON STREET	PINE STREET
CHADWICK STREET	RUSSELL STREET*
CHARLES STREET*	ST. JOHN STREET
CONGRESS STREET	TROWBRIDGE PLACE*
CRESCENT STREET	VALLEY STREET
D STREET	VAUGHN STREET
DEERING AVENUE	WALKER STREET*
DOW STREET	WEST STREET
ELLSWORTH STREET	WESCOTT STREET*
FOREST STREET	WESTERN PROMENADE
GILMAN STREET	WEYMOUTH STREET
GRANT STREET	

* Streets included within the designated boundaries, but not affected by the Parking Project

A STREET

North side (NP 1st & 3rd Wed.) From Gilman Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Gilman Street

BOYNTON STREET

South side (NP 2nd & 4th Wed.) From Forest Street easterly to Weymouth Street

BRACKETT STREET

North side (NP 1st & 3rd Wed.) From Pine Street westerly to Vaughan Street

South side (NP 2nd & 4th Wed.) From Bramhall Street easterly to Pine Street

BRAMHALL STREET

East side (NP 1st & 3rd Wed.) From Brackett Street northerly to Vaughan Street

East side (NP 1st & 3rd Wed.) From Chadwick Street southerly to West Street

West side (NP 2nd & 4th Wed.) From Bramhall Place southerly to West Street

C STREET

North side (NP 1st & 3rd Wed.) From Valley Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Valley Street

CARLETON STREET

East side (NP 1st & 3rd Wed.) From Pine Street northerly to Congress Street

CHADWICK STREET

East side (NP 1st & 3rd Wed.) From Bramhall Street southerly to Pine Street

West side (NP 2nd & 4th Wed.) From Bramhall Street southerly to Pine Street

CONGRESS STREET

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to a point opposite State Street

CRESENT STREET

North side (NP 1st & 3rd Wed.) From Charles Street easterly to Ellsworth Street

D STREET

North side (NP 1st & 3rd Wed.) From Valley Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Valley Street

DEERING AVENUE

West side (NP 2nd & 4th Wed.) From Grant Street southerly to a point opposite Cumberland Avenue

DOW STREET

West side (NP 2nd & 4th Wed.) From Brackett Street northerly to Congress Street

ELLSWORTH STREET

East side (NP 1st & 3rd Wed.) From Charles Street northerly to Hill Street

FOREST STREET

West side (NP 2nd & 4th Wed.) From Congress Street northerly to Park Avenue

GILMAN STREET

East side (NP 1st & 3rd Wed.) From Park Avenue southerly to Congress Street

East side (NP 1st & 3rd Wed.) From the terminus northerly to Congress Street

West side (NP 2nd & 4th Wed.) From Park Avenue southerly to the terminus

GRANT STREET

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to Weymouth Street

South side (NP 2nd & 4th Wed.) From Weymouth Street easterly to Deering Avenue

HILL STREET

North side (NP 1st & 3rd Wed.) From Bramhall Street westerly to Ellsworth Street

South side (NP 2nd & 4th Wed.) From Ellsworth Street easterly to Bramhall Street

MACMILLAN ROAD

West side (NP 2nd & 4th Wed.) From a point southerly of Congress Street (1 space)

NEAL STREET

East side (NP 1st & 3rd Wed.) From Brackett Street southerly to Pine Street

West side (NP 2nd & 4th Wed.) From Congress Street southerly to Pine Street

PARK AVENUE

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street

South side (NP 2nd & 4th Wed.) From Gilman Street easterly to Deering Avenue

PINE STREET

North side (NP 1st & 3rd Wed.) From State Street westerly to Brackett Street

North side (NP 1st & 3rd Wed.) From Carleton Street westerly to Western Promenade

ST. JOHN STREET

East side (NP 1st & 3rd Wed.) From a point northerly the Valley Street, northerly to A Street

West side (NP 2nd & 4th Wed.) From a point northerly of Valley Street,, southerly to a point northerly of Valley Street

VALLEY STREET

East side (NP 1st & 3rd Wed.) From Danforth Street northerly to Park Avenue

West side (NP 2nd & 4th Wed.) From Congress Street southerly to St. John Street

West side (NP 2nd & 4th Wed.) From Congress Street northerly to Park Avenue

VAUGHAN STREET

East side (NP 1st & 3rd Wed.) From Pine Street northerly to Bramhall Street

West side (NP 2nd & 4th Wed.) From Bramhall Street southerly to Pine Street

WEST STREET

North side (NP 1st & 3rd Wed.) From Blyth Court westerly to Western Promenade

South side (NP 2nd & 4th Wed.) From Western Promenade easterly to Pine Street

WESTERN PROMENADE

East side (NP 1st & 3rd Wed.) From Pine Street northerly to West Street

West side - (NP Tues) From a point opposite West Street southerly to a point opposite Pine Street

WEYMOUTH STREET

East side (NP 1st & 3rd Wed.) From Congress Street northerly to Park Avenue

West side (NP 2nd & 4th Wed.) From Park Avenue southerly to Congress Street

SERVICE AREA 6 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM Wednesday to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 6 boundaries are described as follows:

West side of Preble Street, Marginal Way to Congress Street

North side of Congress Street, Preble Street to Deering Avenue

East side of Deering Avenue, Congress Street to Park Avenue

North side of Park Avenue, Deering Avenue to State Street.

West side of State Street, Park Avenue to Forest Avenue

North side of Marginal Way, Forest Avenue to Preble Street

The following streets or segments of street are included within the boundaries of Service area 6:

ALDER STREET	HIGH STREET
BRATTLE STREET	MELLEN STREET
BROWN STREET	OAK STREET
CASCO STREET	OXFORD STREET
CONGRESS STREET	PARK AVENUE
CUMBERLAND AVE	PARRIS STREET
DEERING AVENUE	PORTLAND STREET
DEERING STREET PLACE	PREBLE STREET
DEERING STREET	SHEPLEY STREET
FOREST AVE	SHERMAN STREET
GRANT STREET	STATE STREET
HANOVER STREET	VERNON PLACE*
HENRY STREET	

* Streets included within the designated boundaries, but not affected by the parking project.

ALDER STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Portland Street northerly to

Kennebec Street

West side – (NP 2nd & 4th Wed 12:01 - 7:00 AM) from Portland Street northerly to Lancaster Street (April 1st to November 30th)

West side -- (NP except 1st & 3rd Wed. 12:01 - 7 AM, December 1st to March 31st.)
from Portland Street northerly to Lancaster Street

BROWN STREET

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street to a point northerly of Congress Street

CASCO STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point northerly of Congress Street to Cumberland Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to Congress Street

CONGRESS STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to Deering Avenue

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to

Mechanic Street

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Mellen Street westerly to

Deering Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Mellen Street easterly to State

Street

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From High Street easterly to Forest

Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Casco Street easterly to

Brown Street

DEERING AVENUE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Grant Street

DEERING STREET PLACE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Deering Street to a point southerly of Deering Street

FOREST AVENUE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Portland Street northerly to a point opposite High Street

Extention

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From High Street Extention southerly to Park Avenue

HENRY STREET

Eastside - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From the terminus northerly to Deering Street

HIGH STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Park

Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to

Grant Street

HIGH STREET EXTENSION

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue to Forest Avenue

MARGINAL WAY

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point westerly of Preble Street Extension to a point easterly of Forest Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From a point easterly of Forest Avenue to Hanover Street

MELLEN STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to

Park Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue southerly to

Congress Street

OAK STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

OXFORD STREET

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Preble Street westerly to Portland Street

PARK AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From High Street westerly to

Deering Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Deering Avenue easterly to

High Street

PORTLAND STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to Forest Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Forest Avenue easterly to Preble Street

PREBLE STREET

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Kennebec Street southerly to Congress Street

SHEPLEY STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Casco Street westerly to Oak Street

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Oak Street easterly to Casco Street

STATE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

STATE STREET EXTENSION

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Forest Avenue southerly to Park Avenue

SERVICE AREA 7 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 7 boundaries are described as follows:

Eastside of Preble Street, Marginal Way to Congress

Northside of Congress Street, Preble Street to Smith Street

Up to but not including the Westside of Smith Street, Congress Street to Fox Street

Up to but not including the Westside of Diamond Street, Fox Street to Marginal Way

Northside of Marginal Way, Diamond Street to Preble Street

The following streets or segments of street are included within the boundaries of Service Area 7:

BOYD STREET	LOCUST STREET
CEDAR STREET	MARGINAL WAY*
CHAPEL STREET*	MAYO STREET
CHESTNUT STREET	MYRTLE STREET
CONGRESS STREET	NORTH BOYD STREET*
CUMBERLAND AVE	OXFORD STREET
ELM STREET	PEARL STREET
FOX STREET	PREBLE STREET
FRANKLIN STREET*	SOMERSET STREET
KENNEBEC STREET	STONE STREET
LANCASTER STREET	WILMOT STREET

* Streets included within the designated boundaries, but not affected by Parking Project

BOYD STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to end of street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From end of street southerly to Cumberland Avenue

CEDAR STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Lancaster Street

West side - (EXCEPT 1ST & 3RD Wed. 12:01 - 7 AM) From Cumberland Avenue northerly to Lancaster Street

CHESTNUT STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to Congress Street

East side - (NP except 1ST & 3RD Wed. 12:01 - 7 AM.) From Cumberland Avenue northerly to Oxford Street

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Oxford Street to Lancaster Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Somerset Street southerly to Congress Street

CONGRESS STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Elm Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Elm Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Pearl Street easterly to Smith Street

ELM STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Kennebec Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

FOX STREET

Southside (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Franklin Arterial easterly to a point opposite Diamond Street

KENNEBEC STREET

North side – (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Pearl Street westerly to Chestnut Street

Southside - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Chestnut street easterly to Pearl Street

LANCASTER STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM)From Pearl Street westerly to Preble Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Cedar Street easterly to Pearl Street

LOCUST STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

MAYO STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to the terminus

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From the terminus southerly to Cumberland Avenue

MYRTLE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Oxford Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

West side - (NP except 1st & 3rd Wed. 12:01 – 7 AM) From Cumberland Avenue northerly to Oxford Street

OXFORD STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Boyd Street

North side – (NP except 1st & 3rd Wed. 12:01 – 7 AM) from Wilmot Street westerly to Pearl Street

Southside (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Preble Street easterly to Smith Street

PEARL STREET

East side-(NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Oxford Street

PREBLE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Lancaster Street southerly to Oxford

Street

East side (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to
Congress Street

SOMERSET STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point opposite Pearl Street westerly to
Elm Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Elm Street easterly to Franklin Arterial

STONE STREET

East side - (NP except 2nd & 4th Wed. 12:01- 7AM) From Oxford southerly to Cumberland

West side - (NP 2nd & 4th Wed. 12:01 - 7 AM) From oxford southerly to Cumberland

WILMOT STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Oxford Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Oxford Street southerly to Cumberland Avenue

SERVICE AREA 8– NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 8 boundaries are described as follows:

West side of Diamond Street, Marginal Way to Fox Street

West side of Smith Street, Fox Street to Congress Street

North side of Congress Street, Smith Street to Eastern Promenade

East side of Eastern Promenade, Congress Street to Washington Avenue

North side of Plowman Street, Washington Avenue to Marginal Way

North side of Marginal Way, Plowman Street to Diamond Street

The following streets or segments of streets are included within the boundaries of Service

Area 8:

ANDERSON STREET	MARION STREET
CLEEVES STREET	MELBOURNE STREET
CONGRESS STREET	MERRILL STREET
COVE STREET	MONROE STREET
CUMBERLAND AVE	MONTGOMERY STREET*
DIAMOND STREET	MONTREAL STREET
EASTERN PROMENADE	MORNING STREET
E. LANCASTER STREET	NORTH STREET
EMERSON STREET	OXFORD STREET
EVERETT STREET	PLOWMAN STREET*
FOX STREET	QUEBEC STREET
GOULD STREET	ROMASCO LANE*
GREENLEAF STREET	SHERIDAN STREET
HAMMOND STREET	SMITH STREET

	30
HOWARD STREET	SUMNER COURT*
LAFAYETTE STREET	TURNER STREET
MADISON STREET	WALNUT STREET
MARGINAL WAY	WASHINGTON AVE
	WILLIS STREET
	WINTHROP STREET

* Streets included within the designated boundaries, but not affected by the parking project.

CONGRESS STREET

North side (NP 1st & 3rd Tues. 12:01 - 7:00 AM) from Merrill Street to a point westerly of North Street and from Washington Avenue to Smith Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Tues. 12:01 - 7:00 AM) from Washington Avenue westerly to Smith Street

South side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From Smith Street easterly to Washington Avenue

EASTERN PROMENADE

East side - (NP 1st & 3rd Tues. 12:01 - 7 AM) From a point opposite Congress Street northerly to a point opposite Walnut Street

East side -- (NP 1st & 3rd Tues. 4 - 6 AM) From a point opposite Walnut Street northerly to a point opposite East End School

West side - (NP 2nd & 4th Tues. 4 - 6 AM) From North Street southerly to Walnut Street

West side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From Walnut Street southerly to Congress Street

NORTH STREET

East side -- (NP 4 a.m. to 6 a.m. Mon.) from a point northerly of Walnut Street to Eastern Prom

West side -- (NP 4 a.m. to 6 a.m. Mon.) from E. Prom to a point northerly of Walnut Street

WASHINGTON AVENUE

East side (NP 1st & 3rd Tues. 12:01 - 7:00 AM) From Congress Street northerly to Eastern Promenade

West side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM)) From a point opposite Eastern Promenade southerly to Cumberland Avenue

SCHEDULE XXXIA**SCHEDULE XXXI REPEALED BY CITY OF PORTLAND COUNCIL ORDER 11/2014****NO DAYTIME PARKING – CITY SERVICE AREAS****Summary:**

Service Area 4: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Service Area 6: Twice Monthly per Side of Street
Odd: 1st & 3rd Thursday 10:00 AM to 2:00 PM
Even: 2nd & 4th Thursday 10:00 AM to 2:00 PM

Service Area 8: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Details:

Service Area 4:	Page 2
Service Area 6:	Page 5
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Service Area 4 – No Daytime Parking – Twice Monthly Service

No Daytime Parking – Tuesday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 4 boundaries are described as follows:

East side of Eastern Promenade, Congress Street to Atlantic Street

South side of Fore Street, Atlantic Street to India Street

West side of India Street, Commercial Street to Congress Street

South side of Congress Street, India Street to Eastern Promenade

The following streets or segments of street are included within the boundaries Service Area #4:

ADAMS STREET	MOODY STREET
ATLANTIC STREET	MORNING STREET
BECKETT STREET	MOUNTFORT STREET
CONGRESS STREET	MUNJOY STREET
CUTTER STREET*	
EASTERN PROMENADE	NEWBURY STREET
FEDERAL STREET	O'BRIEN STREET
FORE STREET	PONCE STREET
GILBERT LANE*	SHERBROOK STREET
HANCOCK STREET	SHERIDAN STREET
HOYT'S LANE*	ST. LAWRENCE STREET
	THAMES STREET
INDIA STREET	VESPER STREET
KELLOGG STREET	WATERVILLE ST.
MIDDLE STREET	WILSON STREET
MONUMENT STREET	

*Streets included within the designated boundaries, but not affected by the parking project.

ADAMS STREET

North side (NP 1st & 3rd Tues.) From Waterville Street westerly to Sheridan Street

South side - (NP 2nd & 4th Tues.) From a point opposite Sheridan Street easterly to Waterville Street

ATLANTIC STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

BECKETT STREET

East side (NP 1st & 3rd Tues.) From Moody Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Moody Street

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) From Mountfort Street easterly to Kellogg Street and Munjoy Street easterly to Eastern Promenade

EASTERN PROMENADE

East side - (NP 2nd & 4th Tues.) From a point opposite Atlantic Street easterly to the exit of Fort Allen Park

East side - (NP 2nd & 4th Tues.) From Cutter Street to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to a point opposite Cutter Street

West side - (NP 2nd & 4th Tues.) From Vesper Street to Atlantic Street

FORE STREET

North side (NP 1st & 3rd Tues.) From Atlantic Street to Mountfort Street

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street to a point opposite Mountfort Street

South side - (NP 2nd & 4th Tues.) From a point opposite Mountfort Street to opposite Atlantic Street

KELLOGG STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

MONUMENT STREET

North side (NP 1st & 3rd Tues.) From Munjoy Street westerly to Ponce Street

South side - (NP 2nd & 4th Tues.) From Ponce Street easterly to Munjoy Street

MOODY STREET

North side (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Munjoy Street

South side - (NP 2nd & 4th Tues.) From Munjoy Street easterly to Eastern Promenade

MORNING STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

MUNJOY STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

O'BRION STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Wilson Street

West side - (NP 2nd & 4th Tues.) From Wilson Street southerly to Eastern Promenade

PONCE STREET

East side (NP 1st & 3rd Tues.) From Monument Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Monument Street

SHERBROOK STREET

North side (NP 1st & 3rd Tues.) From St. Lawrence Street westerly to Waterville Street

SHERIDAN STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

ST. LAWRENCE STREET

East side (NP 1st & 3rd Tues.) From Fore Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

VESPER STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

WATERVILLE STREET

East side (NP 1st & 3rd Tues.) From Fore Street northerly to Monument Street

West side - (NP 2nd & 4th Tues.) From Monument Street southerly to Fore Street

WILSON STREET

North side (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Atlantic Street

South side - (NP 2nd & 4th Tues.) From Atlantic Street easterly to Eastern Promenade

SERVICE AREA 6 – NO DAYTIME PARKING – TWICE MONTHLY SERVICE

No Daytime Parking – Thursday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM on the 1st and 3rd Thursday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Thursday of the month for the South & West sides on the following streets or parts of streets.

Service Area 6 boundaries are described as follows:

West side of Preble Street, Marginal Way to Congress Street

North side of Congress Street, Preble Street to Deering Avenue

East side of Deering Avenue, Congress Street to Park Avenue

North side of Park Avenue, Deering Avenue to State Street.

West side of State Street, Park Avenue to Forest Avenue

North side of Marginal Way, Forest Avenue to Preble Street

The following streets or segments of street are included within the boundaries of Service area 6:

ALDER STREET	HIGH STREET
BRATTLE STREET	MELLEN STREET
BROWN STREET	OAK STREET
CASCO STREET	OXFORD STREET
CONGRESS STREET	PARK AVENUE
CUMBERLAND AVE	PARRIS STREET
DEERING AVENUE	PORTLAND STREET
DEERING STREET PLACE	PREBLE STREET
DEERING STREET	SHEPLEY STREET
FOREST AVE	SHERMAN STREET
GRANT STREET	STATE STREET
HANOVER STREET	VERNON PLACE*
HENRY STREET	

* Streets included within the designated boundaries, but not affected by the parking project.

ALDER STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue

AVON PLACE

North side - (NP 1st & 3rd Thurs.) From a point westerly of the terminus to a point easterly of Avon Street

AVON STREET

East side - (NP 1st & 3rd Thurs.) From Deering Street northerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From Deering Street northerly to Cumberland Avenue

DEERING STREET

North side - (NP 1st & 3rd Thurs.) From High Street westerly to Mellen

Street

South side - (NP 2nd & 4th Thurs.) From Mellen Street easterly to High Street

GRANT STREET

North side - (NP 1st & 3rd Thurs.) From Deering Avenue easterly to High Street

South side - (NP 2nd & 4th Thurs.) From Deering Avenue easterly to High Street

HANOVER STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue (April 1st to November 30¹)

East side - (NP 2nd & 4th Thurs. December 1st to March 31st)
from Portland Street southerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From a point northerly of Portland Street southerly to Cumberland Avenue

HENRY STREET

Eastside - (NP 1st & 3rd Thurs.) From the terminus northerly to Deering Street

MECHANIC STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue (April 1st to November 30th)

East side - (NP except 11:30 P.M. Tue. to 7:00 AM. Wed. December 1st to March 31st)
from Portland Street southerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From Portland Street southerly to Cumberland Avenue

PARRIS STREET

East side - (NP 1st & 3rd Thurs.) From Cumberland Avenue northerly to Portland Street

West side - (NP 2nd & 4th Thurs.) From Cumberland Avenue northerly to Portland Street (April 1st to November 30th)

West side - (NP 1st & 3rd Thursday Mon. Dec. 1st to March 31st)
from Cumberland Avenue northerly to Portland Street)

SHERMAN STREET

North side - (NP 1st & 3rd Thurs.) From High Street westerly to Deering Avenue

South side - (NP 2nd & 4th Thurs.) From High Street westerly to Deering Avenue

SERVICE AREA 8– NO DAYTIME PARKING – TWICE MONTHLY SERVICE

No Daytime Parking – Tuesday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 8 boundaries are described as follows:

West side of Diamond Street, Marginal Way to Fox Street

West side of Smith Street, Fox Street to Congress Street

North side of Congress Street, Smith Street to Eastern Promenade

East side of Eastern Promenade, Congress Street to Washington Avenue

North side of Plowman Street, Washington Avenue to Marginal Way

North side of Marginal Way, Plowman Street to Diamond Street

The following streets or segments of streets are included within the boundaries of Service

Area 8:

ANDERSON STREET	MARION STREET
CLEVES STREET	MELBOURNE STREET
CONGRESS STREET	MERRILL STREET
COVE STREET	MONROE STREET
CUMBERLAND AVE	MONTGOMERY STREET*
DIAMOND STREET	MONTREAL STREET
EASTERN PROMENADE	MORNING STREET
E. LANCASTER STREET	NORTH STREET
EMERSON STREET	OXFORD STREET
EVERETT STREET	PLOWMAN STREET*
FOX STREET	QUEBEC STREET
GOULD STREET	ROMASCO LANE*
GREENLEAF STREET	SHERIDAN STREET
HAMMOND STREET	SMITH STREET
HOWARD STREET	SUMNER COURT*

LAFAYETTE STREET

TURNER STREET

MADISON STREET

WALNUT STREET

MARGINAL WAY

WASHINGTON AVE

WILLIS STREET

WINTHROP STREET

* Streets included within the designated boundaries, but not affected by the parking project.

ANDERSON STREET

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to Gould Street

East side - (NP 1st & 3rd Tues.) From Gould Street to Plowman Street

West side- (NP 2nd & 4th Tues.) from a point south of Plowman Street to a point north of Gould Street

West side - (NP 2nd & 4th Tues.) from Fox Street to Cumberland Avenue

CLEEVE STREET

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to Oxford Street

West side (NP 2nd & 4th Tues.) From Oxford Street southerly to Cumberland Avenue

CONGRESS STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Merrill Street and from a point west of North Street to Washington Avenue

COVE STREET

East side - (NP 1st & 3rd Tues.) From Anderson Street northerly to Marginal Way

West side (NP 2nd & 4th Tues.) From Marginal Way southerly to Anderson Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Tues.) From Merrill Street westerly to Washington Avenue

South side - (NP 2nd & 4th Tues.) from Washington Avenue easterly to Merrill Street

DIAMOND STREET

East side - NP 1st & 3rd Tues.) From Fox Street to a point northerly of Fox Street

West side (NP 2nd & 4th Tues.) from Marginal Way southerly to Fox Street

EASTERN PROMENADE

East side - (NP 1st & 3rd Tues.) From a point opposite Congress Street northerly to a point opposite

Walnut Street

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Congress Street

EAST LANCASTER STREET

North side - (NP 1st & 3rd Tues.) From Anderson Street westerly to Smith Street

South side (NP 2nd & 4th Tues.) From Smith Street easterly to Anderson Street

EMERSON STREET

East side - (NP 1st & 3rd Tues.) From Melbourne Street southerly to Congress Street

West side (NP 2nd & 4th Tues.) From Melbourne Street southerly to Congress Street

EVERETT STREET

North side - (NP 1st & 3rd Tues.) From Winthrop Street westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Winthrop Street

FOX STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Washington Avenue

GOULD STREET

North side - (NP 1st & 3rd Tues.) From the terminus westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to the terminus

GREENLEAF STREET

East side - (NP 1st & 3rd Tues.) From Oxford Street northerly to Madison Street

East side - (NP 1st & 3rd Tues.) From Everett Street northerly to Fox Street

West side (NP 2nd & 4th Tues.) From Fox Street southerly to Everett Street

West side (NP 2nd & 4th Tues.) From Madison Street southerly to Oxford Street

HAMMOND STREET

East side - (NP 1st & 3rd Tues.) From Fox Street northerly to Gould Street

West side (NP 2nd & 4th Tues.) From Gould Street southerly to Fox Street

HOWARD STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Quebec Street

West side - (NP 2nd & 4th Tues.)

LAFAYETTE STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Quebec Street

West side (NP 2nd & 4th Tues.) From Quebec Street southerly to Congress Street

MADISON STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Washington Avenue

MARGINAL WAY

North side - (NP 1ST & 3RD Tues.) From a point opposite Plowman Street westerly to Diamond Street

South side (NP 2nd & 4th Tues.) From Diamond Street easterly to Plowman Street

MARION STREET

North side - (NP 1st & 3rd Tues.) From the terminus westerly to a point opposite Romasco Lane

South side-- (NP 2nd & 4th Tues..) From Washington Avenue easterly to the terminus.

MELBOURNE STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

MERRILL STREET

East side - NP 1st & 3rd Tues.) From Congress Street northerly to Melbourne Street

West side (NP 2nd & 4th Tues.) From Melbourne Street southerly to Congress Street

MONROE STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Greenleaf Street

South side (NP 2nd & 4th Tues.) From Greenleaf Street easterly to Washington Avenue

MONTREAL STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

MORNING STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Turner Street

West side (NP 2nd & 4th Tues.) From Congress Street northerly to Turner Street

NORTH STREET

East side- (NP 1st & 3rd Tues.) From Congress Street northerly to a point north of Walnut Street

West side (NP 2nd & 4th Tues.) From a point northerly of Walnut Street to a point southerly of

Cumberland Avenue

West side (NP 2nd & 4th Tues.) From a point southerly of Cumberland Avenue to Congress Street

QUEBEC STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

SHERIDAN STREET

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Congress Street

East side - (NP 2ND & 4TH Tues.) from Congress Street northerly to Walnut Street

SMITH STREET

East side - (NP except 10 am To 2 PM 2nd & 4th Tues.) From Congress Street northerly to Cumberland Avenue

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to the terminus

West side (NP 2nd & 4th Tues.) From the terminus southerly to Congress Street

TURNER STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Merrill Street

South side (NP 2nd & 4th Tues.) From Merrill Street easterly to Eastern Promenade

WALNUT STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Washington Avenue

South side (NP 2nd & 4th Tues.) From Washington Avenue easterly to Eastern Promenade

WILLIS STREET

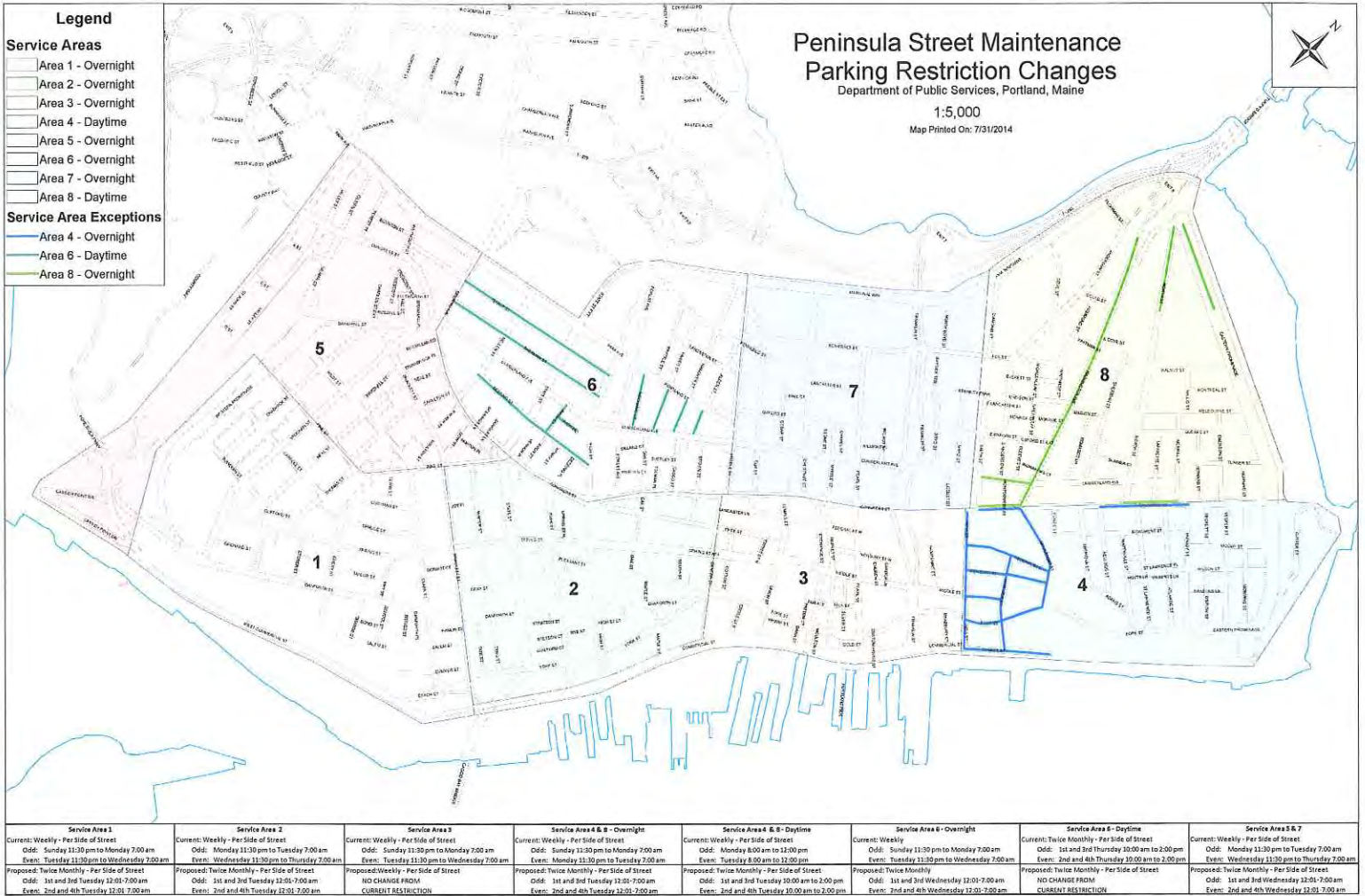
East side - (NP 1st & 3rd Tues.) From Melbourne Street northerly to Walnut Street

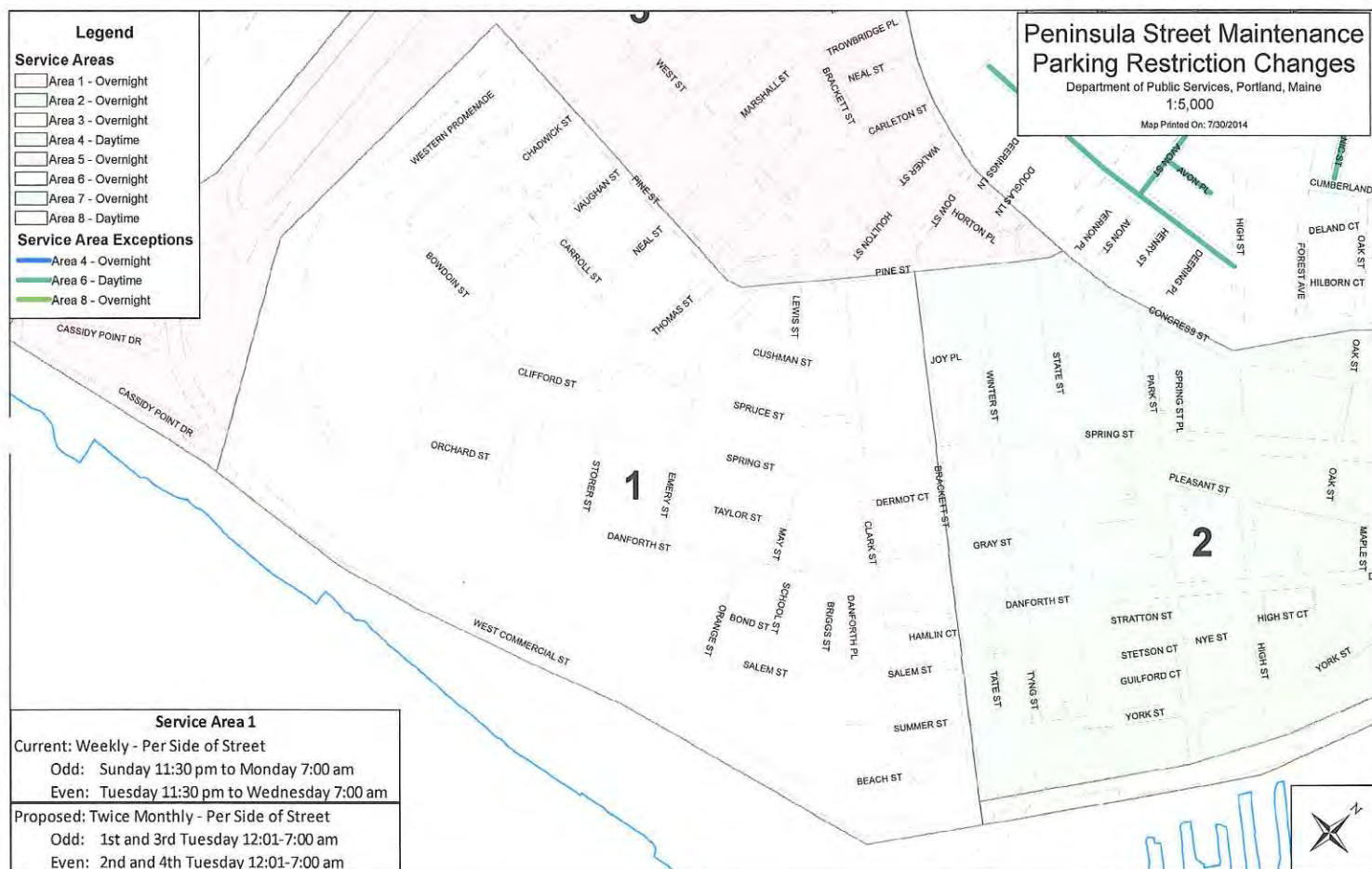
West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Melbourne Street

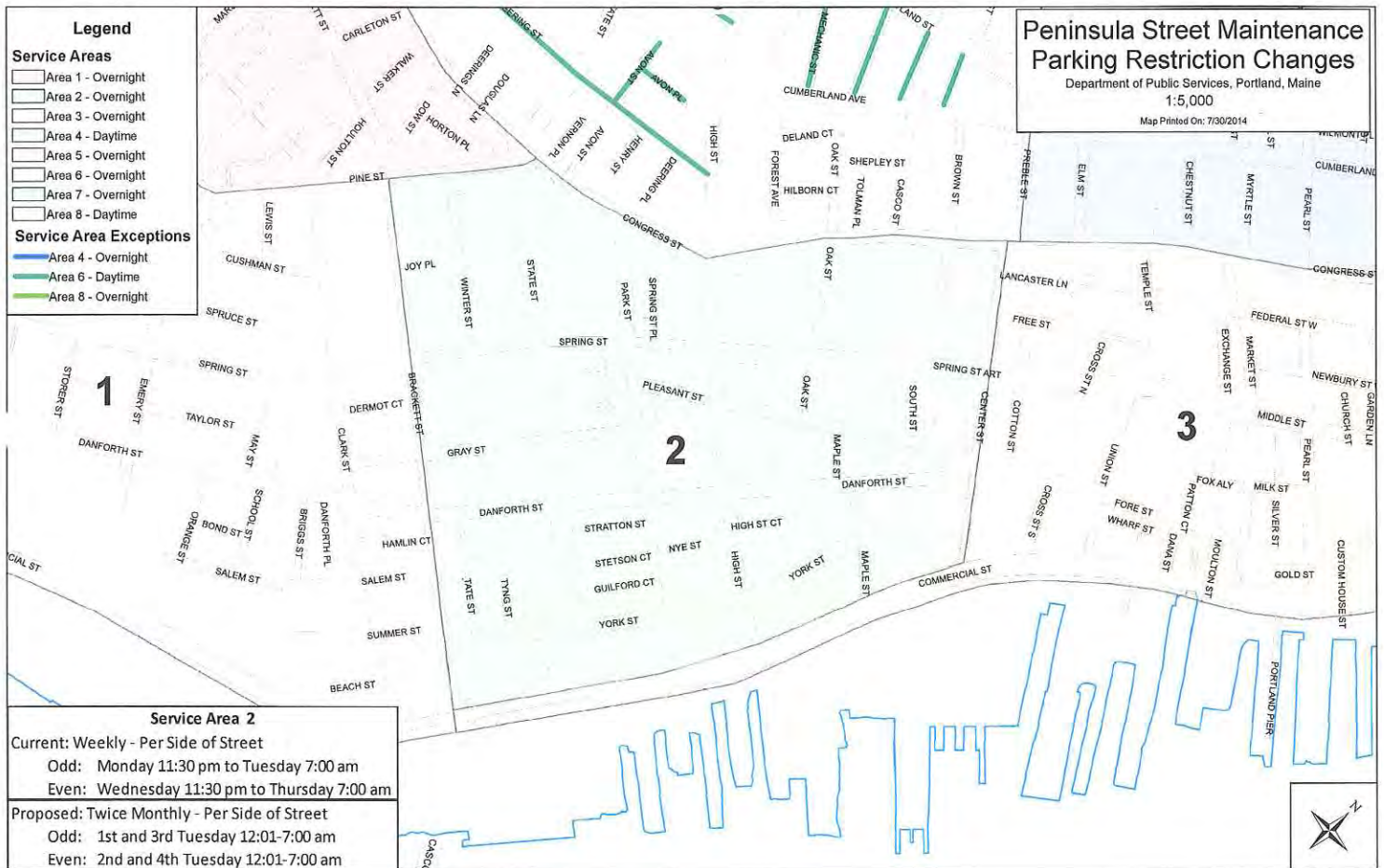
WINTHROP STREET

West side (NP 2nd & 4th Tues.) From Fox Street southerly to Madison Street

East side - (NP 2nd & 4th Tues.) - Madison Street to Fox Street







Peninsula Street Maintenance Parking Restriction Changes

Department of Public Services, Portland, Maine

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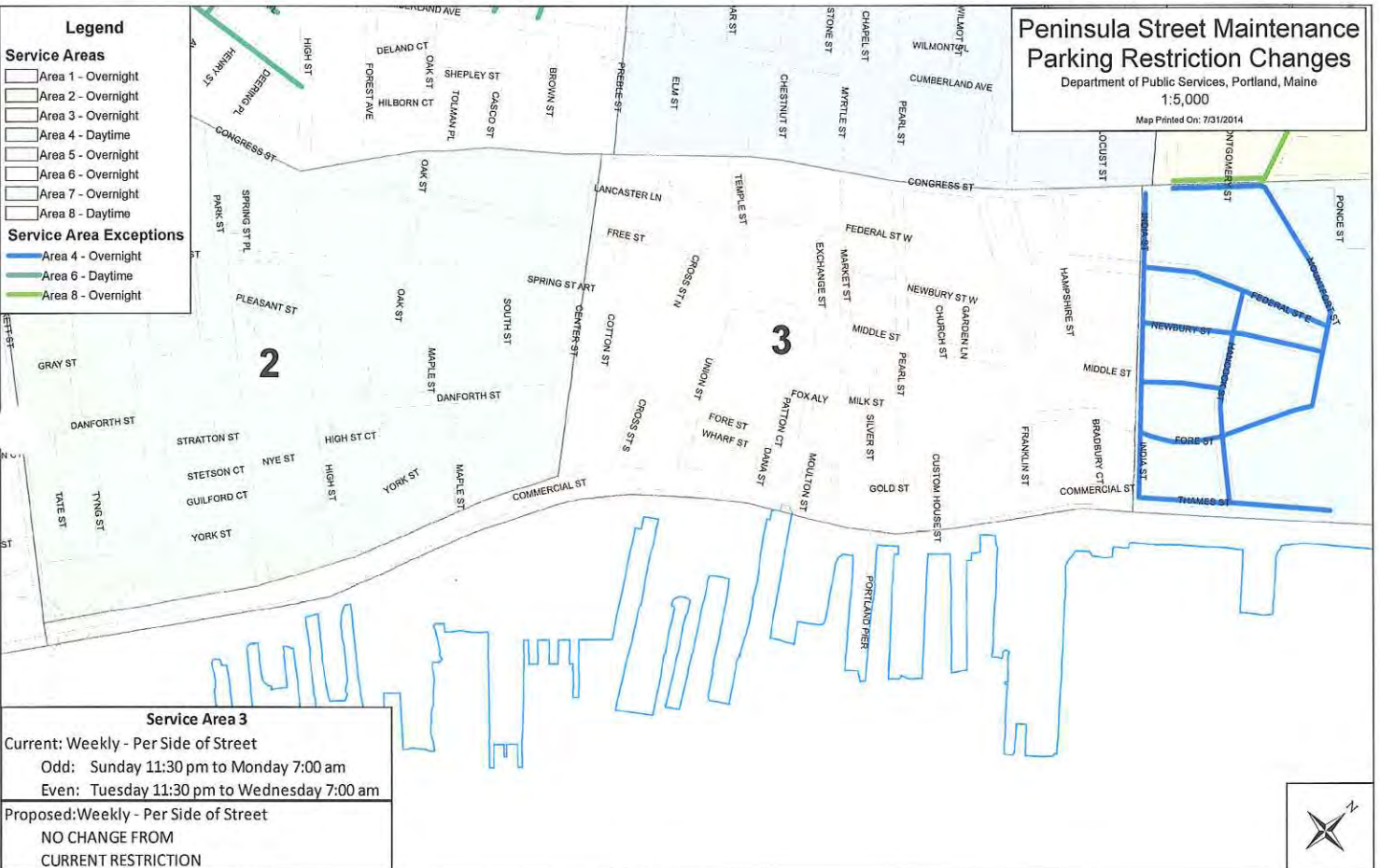
Legend

Service Areas

- Area 1 - Overnight
- Area 2 - Overnight
- Area 3 - Overnight
- Area 4 - Daytime
- Area 5 - Overnight
- Area 6 - Overnight
- Area 7 - Overnight
- Area 8 - Daytime

Service Area Exceptions

- Area 4 - Overnight
- Area 6 - Daytime
- Area 8 - Overnight



Service Area 3

Current: Weekly - Per Side of Street

Odd: Sunday 11:30 pm to Monday 7:00 am

Even: Tuesday 11:30 pm to Wednesday 7:00 am

Proposed: Weekly - Per Side of Street

NO CHANGE FROM

CURRENT RESTRICTION



Map Printed On: 7/30/2014

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Department of Public Services, Portland, Maine

1:5,000

Map Printed On: 7/30/2014

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- Area 1 - Overnight
- Area 2 - Overnight
- Area 3 - Overnight
- Area 4 - Daytime
- Area 5 - Overnight
- Area 6 - Overnight
- Area 7 - Overnight
- Area 8 - Daytime

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- Area 4 - Overnight
- Area 6 - Daytime
- Area 8 - Overnight

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Current: Weekly - Per Side of Street

Odd: Sunday 11:30 pm to Monday 7:00 am

Even: Monday 11:30 pm to Tuesday 7:00 am

Proposed: Twice Monthly - Per Side of Street

Odd: 1st and 3rd Tuesday 12:01-7:00 am

Even: 2nd and 4th Tuesday 12:01-7:00 am

####

Current: Weekly - Per Side of Street

Odd: Monday 8:00 am to 12:00 pm

Even: Tuesday 8:00 am to 12:00 pm

Proposed: Twice Monthly - Per Side of Street

Odd: 1st and 3rd Tuesday 10:00 am to 2:00 pm

Even: 2nd and 4th Tuesday 10:00 am to 2:00 pm

- Area 4 - Overnight
- Area 6 - Daytime
- Area 8 - Overnight

Even: 2nd and 4th Tuesday 10:00 am to 2:00 pm



Service Area 5 & 7

Current: Weekly - Per Side of Street

Odd: Monday 11:30 pm to Tuesday 7:00 am

Even: Wednesday 11:30 pm to Thursday 7:00 am

Proposed: Twice Monthly - Per Side of Street

Odd: 1st and 3rd Wednesday 12:01-7:00 am

Even: 2nd and 4th Wednesday 12:01-7:00 am

Peninsula Street Maintenance Parking Restriction Changes

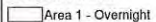
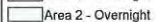
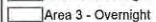
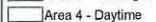
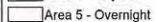
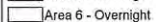
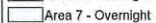
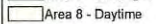
Department of Public Services, Portland, Maine

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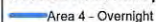
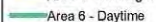
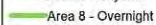
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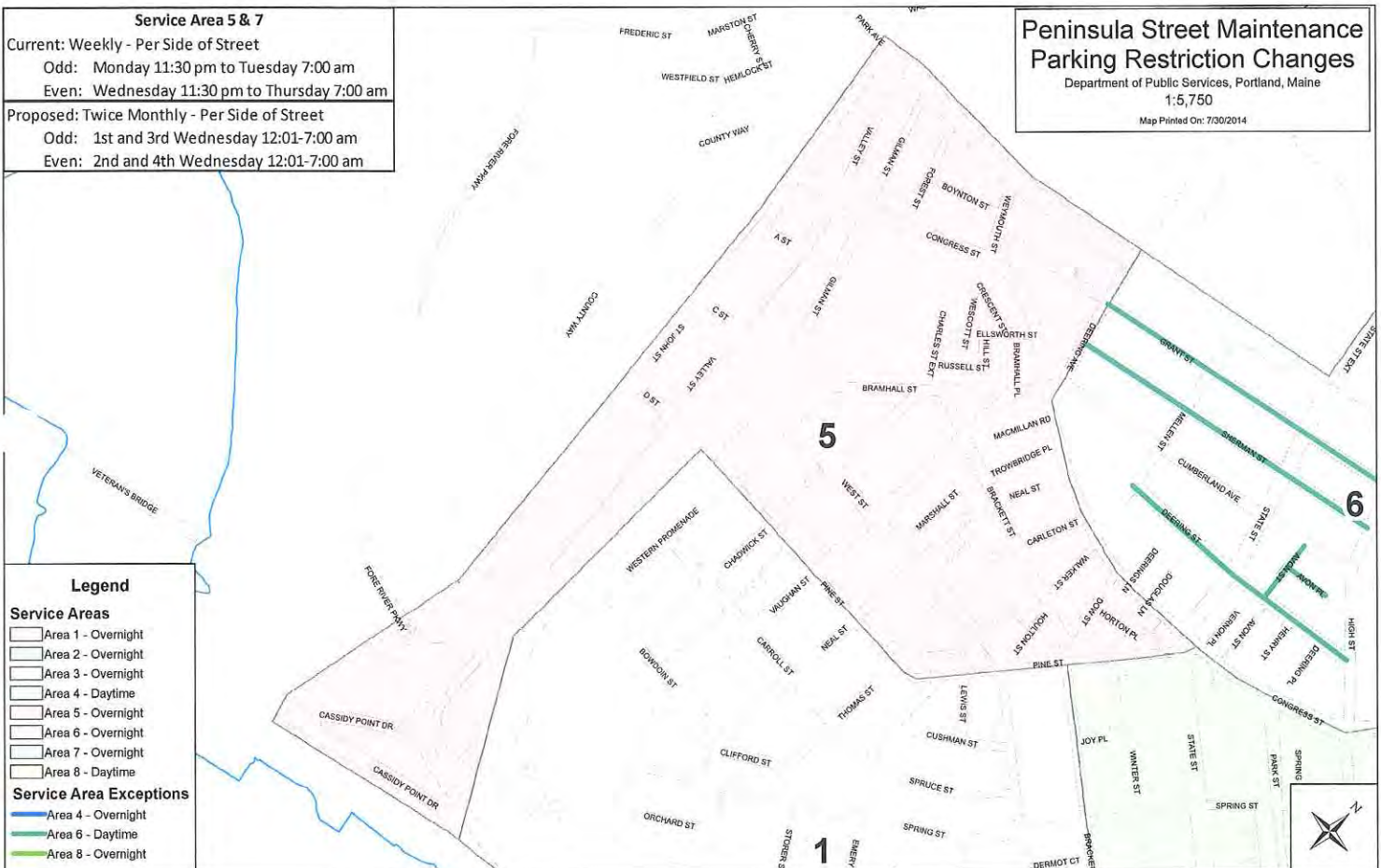
Legend

Service Areas

-  Area 1 - Overnight
-  Area 2 - Overnight
-  Area 3 - Overnight
-  Area 4 - Daytime
-  Area 5 - Overnight
-  Area 6 - Overnight
-  Area 7 - Overnight
-  Area 8 - Daytime

Service Area Exceptions

-  Area 4 - Overnight
-  Area 6 - Daytime
-  Area 8 - Overnight



Peninsula Street Maintenance Parking Restriction Changes

Department of Public Services, Portland, Maine

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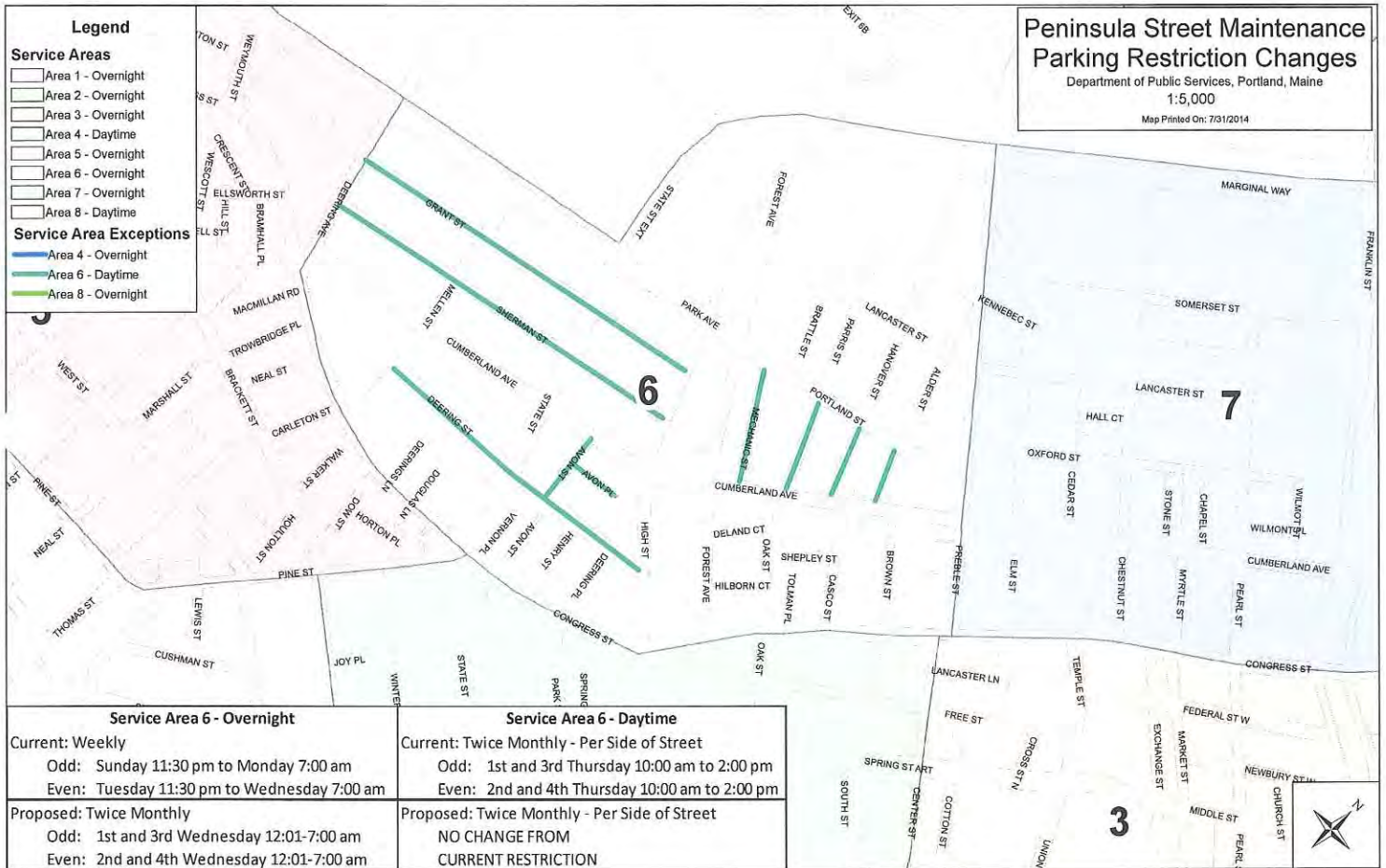
Legend

Service Areas

- Area 1 - Overnight
- Area 2 - Overnight
- Area 3 - Overnight
- Area 4 - Daytime
- Area 5 - Overnight
- Area 6 - Overnight
- Area 7 - Overnight
- Area 8 - Daytime

Service Area Exceptions

- Area 4 - Overnight
- Area 6 - Daytime
- Area 8 - Overnight



Service Area 6 - Overnight

Current: Weekly

Odd: Sunday 11:30 pm to Monday 7:00 am

Even: Tuesday 11:30 pm to Wednesday 7:00 am

Proposed: Twice Monthly

Odd: 1st and 3rd Wednesday 12:01-7:00 am

Even: 2nd and 4th Wednesday 12:01-7:00 am

Service Area 6 - Daytime

Current: Twice Monthly - Per Side of Street

Odd: 1st and 3rd Thursday 10:00 am to 2:00 pm

Even: 2nd and 4th Thursday 10:00 am to 2:00 pm

Proposed: Twice Monthly - Per Side of Street

NO CHANGE FROM

CURRENT RESTRICTION



Peninsula Street Maintenance Parking Restriction Changes

Department of Public Services, Portland, Maine
1:5,000

Map Printed On: 7/30/2014

Legend

Service Areas

- Area 1 - Overnight
- Area 2 - Overnight
- Area 3 - Overnight
- Area 4 - Daytime
- Area 5 - Overnight
- Area 6 - Overnight
- Area 7 - Overnight
- Area 8 - Daytime

Service Area Exceptions

- Area 4 - Overnight
- Area 6 - Daytime
- Area 8 - Overnight



Service Area 5 & 7

Current: Weekly - Per Side of Street

Odd: Monday 11:30 pm to Tuesday 7:00 am

Even: Wednesday 11:30 pm to Thursday 7:00 am

Proposed: Twice Monthly - Per Side of Street

Odd: 1st and 3rd Wednesday 12:01-7:00 am

Even: 2nd and 4th Wednesday 12:01-7:00 am