

AGENDA

REGULAR CITY COUNCIL MEETING

JUNE 19, 2017

1. Agenda Only

Documents:

[AGENDA ONLY 06-19-17.PDF](#)

2. Agenda And Packet

Documents:

[CITY COUNCIL AGENDA AND PACKET 2017-06-19.PDF](#)

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

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

AGENDA
REGULAR CITY COUNCIL MEETING
JUNE 19, 2017

The Portland City Council will hold a regular City Council Meeting at 5:30 p.m. in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 1) June 5, 2017 Regular City Council Meeting Minutes

PROCLAMATIONS:

Proc 33-16/17 Proclamation Honoring Police Officer Christopher Gervais as Officer
(Tab 2) of the Month for June, 2017 – Sponsored by Mayor Ethan K. Strimling.

Proc 34-16/17 Proclamation Recognizing June as Pride Month in Portland, Maine -
(Tab 3) Sponsored by Councilors Pious Ali, David Brenerman, Justin Costa, Jill Duson, Nicholas M. Mavodones, Jr., Belinda Ray, Spencer Thibodeau, Brian Batson and Mayor Ethan K. Strimling,

Proc 35-16/17 Proclamation Recognizing the Celebration of Eid-ul-Fitr by the
(Tab 4) Muslim Community in Portland, Maine – Sponsored by Councilors Pious Ali, David Brenerman, Justin Costa, Jill Duson, Nicholas M. Mavodones, Jr., Belinda Ray, Spencer Thibodeau, Brian Batson and Mayor Ethan K. Strimling.

APPOINTMENTS:

Order 274-16/17 Order Appointing Members to Various Boards and Commissions -
(Tab 5) Sponsored by the Nominating Committee, Councilor Justin Costa, Chair.

Name	Board and Committee	Expiration
*Melanie Cahill	CDBG Committee	September 30, 2020
*John Ochira	CDBG Committee	September 30, 2020
Alan Freedman	Civil Service Commission	June 30, 2018
Tom Valleau	Portland Housing Authority	June 30, 2022
*Roger Berle	Portland Land Bank	June 30, 2020
*Steven Morgenstein	Portland Land Bank	June 30, 2020
William Mann	Portland Land Bank	June 30, 2020
*Ovid Santoro	Portland Development Corp.	September 30, 2018
Michael Mertaugh	Portland Parks Commission	June 30, 2020
Dory Waxman	Portland Parks Commission	June 30, 2020
*Zack Anchors	Portland Parks Commission	June 30, 2020
	Representing Friend of Eastern Promenade	
*Chelsea Malacara	Portland Parks Commission	June 30, 2019
*Colette Bouchard	Portland Parks Commission	June 30, 2019
*Jamie Parker	Portland Parks Commission	June 30, 2018
	Representing Portland Trails	
*Amy Segal	Portland Parks Commission	June 30, 2019
Lin Lisberger	Portland Public Arts	June 30, 2020
*Diana Greenwold	Portland Public Arts	June 30, 2020

*New Member

Five affirmative votes are required for passage after public comment.

CONSENT ITEMS:

LICENSES:

**Order 275-16/17
(Tab 6)**

Order Granting Municipal Officers' Approval of New England Provisions, Co dba Old Port Lobster Shack. Application for a Class III & IV FSE with Outdoor Dining on Private Property at 425 Fore Street Suite 500 – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/17/2017. New City and State applications. Location was formerly Helene M.

Five affirmative votes are required for passage after public comment.

**Order 276-16/17
(Tab 7)** **Order Granting Municipal Officers' Approval of Local Sprouts Cooperative dba Local Sprouts Cooperative. Application to change officers for a Class I FSE with Unamplified Entertainment without Dance and Outdoor Dining on Public Property at 649 Congress Street - Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 5/22/2017. New City and State applications.

Five affirmative votes are required for passage after public comment.

**Order 277-16/17
(Tab 8)** **Order Granting Municipal Officers' Approval of The Snug, LLC dba The Snug. Application for Outdoor Dining on Public Property at 223 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 5/24/2017. Applicant currently holds a Class A Lounge with Entertainment without Dance.

Five affirmative votes are required for passage after public comment.

**Order 278-16/17
(Tab 9)** **Order Granting Municipal Officers' Approval of Juiced, LLC dba Juiced. Application for a Class III & IV FSE with Entertainment Without Dance and Outdoor Dining on Private Property at 561 Forest Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 5/26/2017. New City and State applications. Location was formerly Helios Real Estate.

Five affirmative votes are required for passage after public comment.

**Order 279-16/17
(Tab 10)** **Order Granting Municipal Officers' Approval of Highlife LLC dba Howies Pub. Application for Outdoor Dining on Private Property at 501 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 5/26/2017. Applicant currently holds a Class A Lounge License.

Five affirmative votes are required for passage after public comment.

**Order 280-16/17
(Tab 11)**

Order Granting Municipal Officers' Approval of JSL Investments dba Old Port Sea Grill. Application for Outdoor Dining on Public Property at 93 Commercial Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/26/2017. Applicant currently holds a Class I FSE License.

Five affirmative votes are required for passage after public comment.

**Order 281-16/17
(Tab 12)**

Order Granting Municipal Officers' Approval of Hot Suppa, Inc. dba Hot Suppa. Application for a Class I FSE with Outdoor Dining On Private Property at 703 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/26/2017. New City and State applications. This is a new corporate ownership of an existing business.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

**Resolve 10-16/17
(Tab 13)**

Resolution Supporting the Mayors National Climate Action Agenda – Sponsored by Councilors Pious Ali, Brian Batson, David Brenerman, Justin Costa , Jill Duson, Nicholas M. Mavodones, Jr., Belinda Ray, Spencer Thibodeau, and Mayor Ethan K. Strimling.

In the aftermath of President Trump's decision to withdraw the United States from the Paris Climate Agreement, cities around the nation have moved to affirm their commitment to the carbon reduction goals outlined in the accord. Many have chosen to join the Mayors National Climate Action Agenda founded by the mayors of Los Angeles, Houston, and Philadelphia in advance of the 2015 Paris Conference of the Parties to the Paris Climate Accord.

Adopting the resolution will signal the City of Portland's desire to join dozens of other cities across the nation in a commitment to take bold action to reduce greenhouse gas emissions in their cities in support of the objectives outlined in the Paris Agreement.

Five affirmative votes are required for passage after public comment.

**Resolve 11-16/17
(Tab 14)**

**Resolution Supporting a National Carbon Fee and Dividend Policy –
Sponsored by the Sustainability and Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

During its meeting on April 25, the Energy and Sustainability Committee voted 3-0 to recommend that the City Council pass a resolution urging the Federal government to adopt a carbon fee and dividend at the national level.

A program of this sort would establish a fee on fossil fuels that would be assessed at the point of production or place of import with the goal of recognizing the environmental costs of carbon based fuels. Revenues collected by the fee on carbon would be returned as a dividend to United States citizens. This would compensate for the higher costs of fuel and products produced using fossil fuels and would ensure that the overall program is revenue neutral at the federal government level.

The Sustainability and Transportation Committee urges adoption of strong action such as the carbon fee and dividend program to address climate change on a national scale.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

**Order 254–16/17
(Tab 15)**

Order Re: Residential Parking Permit Extension – Sponsored by Jon P. Jennings, City Manager.

In June of 2008, the City Council approved a new residential parking zone, IR (Island Resident). A total of twenty-nine (29), two-hour parking spaces on both sides of Thames Street easterly of Hancock Street were signed accordingly. Vehicles displaying an IR (island resident) permit are exempt from the time limit parking regulation and can be left there all day.

Since the development of the proposed condominiums at the corner of Thames and Hancock Streets was on hold, 10 on-street spaces on the westerly side of Hancock Street between Fore & Thames and the 16 on-street parking spaces on the north side of Thames Street between India and Hancock Street were signed 2-hour parking (rather than metered), so that islanders with an IR permit could use them on a temporary year-to-year basis until the condominium development is started or another project in its place.

This gave the islanders an additional 26 on-street parking spaces convenient to Casco Bay Lines that would cause minimal interference with area businesses and residents.

There is now a hotel being built on that lot, and so the situation will be reassessed next spring prior to requesting another extension. The current one-year extension expires on June 30, 2017, and this order would extend this use to June 30, 2018.

At the June 5, 2017 Council meeting this item was postponed to this meeting. Five affirmative votes are required for passage.

**Order 268-16/17
(Tab 16)**

Order Adopting Development Program for Portland Downtown for Fiscal Year 2017-2018 – Sponsored by Jon P. Jennings, City Manager.

City Council authorization of documents is needed for the continued operation of Portland Downtown (PD). These documents include (1) Adopting Development Program for the PD for FY2018; (2) Assessing Maintenance and Implementation Assessments in the PD District for FY2018; (3) authorizing the Master Agreement for work to be done by PD; and (4) authorizing the Supplemental Services Agreement for work to be done by the City.

This year's assessment of \$764,922 will come from special assessments on all real estate in the District to fund the PD development program expenses for FY2018. The mill rate to raise this assessment is .92 cents per \$1,000 of property value, which has been the same rate for the past eight years.

Included in the City Council meeting packet is PD's 2017/2018 work plan, along with the Supplemental Services Agreement between PD and the City to contract with the City to provide specified Police public safety services and Public Works services to support downtown cleanliness such as sidewalk snow plowing and Summer clean-up.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 269-16/17
(Tab 17)**

Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2017-2018 – Sponsored by Jon P. Jennings, City Manager.

This order is a companion order to Order 268 above.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 270-16/17
(Tab 18)**

Order Approving and Authorizing the City Manager to Enter into Master Agreement and Supplemental Services Agreement with Portland Downtown – Sponsored by Jon P. Jennings, City Manager.

This order is a companion to Order 268 and Order 269 above. This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 271-16/17
(Tab 19)**

Amendment to Portland City Code Re: Golf Cart Ordinance – Sponsored by the Health and Human Services Committee, Councilor Belinda Ray, Chair.

On May 9, 2017, this amendment was forwarded to the City Council by a vote of 3-0 by the Health & Human Services Committee.

Amendments are proposed to the golf cart ordinance to address safety risks connected to the use of golf carts on Portland islands. Peaks Island has been the site of an increased use of golf carts, and complaints and concerns have been received by the Portland Police Department and the City Councilors and Staff who work with the island communities. The proposed revisions to the City Code require a driver's license and safety equipment like headlights and rear red reflectors, among other things. They prohibit a passenger from riding on another person's lap on a moving golf cart. The golf cart speed limit is increased to 20 miles per hour from 10, but a speed limit of 15 mph must be observed near schools during recess or at the beginning and end of the school day as students arrive. Two hundred and fifty-five golf carts are registered in Portland. With these changes, the Portland Police Department intends to improve the safety of their operation, especially during the crowded summer season.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 272-16-17
(Tab 20)**

Amendment to the Zoning Map Re: Camelot Farm -Sponsored by the Portland Planning Board, Elizabeth Boepple, Chair.

The Planning Board unanimously recommends to City Council the adoption of the R-3 and ROS rezoning for the Camelot Farms site, including four single family house lots in separate ownership along Westbrook Street.

The wetlands along the Stroudwater River would remain in the Resource Protection Zone (RPZ) and the Board recommends rezoning approximately the high water mark of the river to the Recreation Open Space zone (ROS). The land within the ROS would be held within an easement that provides public access for passive recreational purposes. Additional portions of the site, such as several lots along Westbrook Street and land between the ROS zone and potential single family house lots, would also be included within the open space easement. The proposed easements have been reviewed by the City and would be held in escrow until such time the applicant closes on the property. The proposal includes removing the flexible housing overlay zone that is shown along a portion of Westbrook Street.

The project proposes to redevelop the existing site into a traditional single-family development within the Stroudwater neighborhood. The proposed zoning map amendment would enable the applicant to construct approximately a one hundred (100) lot subdivision of which ninety-five (95) lots will be for single-family homes and four will be open space lots. The intent and purpose of the rezoning is for the proposed development to have smaller-scaled residential lots, while providing more publicly accessible green space directly along Westbrook Street and along the Stroudwater River. The applicant is proposing to develop the project in four phases; each phase will have 20 to 25 lots with accompanying infrastructure.

There have been three workshops, as well as a fourth public comments session with the Planning Board, for this project. The meetings were held on January 17, February 28, April 6, and April 13, 2017. There has been extensive public comment on the proposal, which is included in the Planning Board report to the City Council. At the public hearing, twenty-six residents spoke with the majority in opposition to the zone change; however, some spoke in favor of the rezone and there are comments on the record supporting the project. The Planning Board members found the proposed zone change to be consistent with the existing comprehensive plan and the pending Comprehensive Plan and to benefit the city as a whole by supporting new housing opportunities and linking open space along the Stroudwater River.

This item must be read on two separate days. It was given its first reading on June 5, 2017.

Staff recommends postponement of this item until after the City Council Workshop on July 10, 2017.

**Order 273- 16-17
(Tab 21)**

Amendment to the Zoning Map Re: 159 Canco Woods from IL to ROS - Sponsored by the Portland Planning Board, Elizabeth Boepple, Chair.

This proposed amendment, as recommended by the Planning Board, changes the zoning for property at 159 Canco Woods from IL to ROS. It represents an effort align the zoning for the property at 159 Canco Road with the present and future use.

Though it is currently zoned IL, or Low-Impact Industrial, neighborhood residents have historically used the property at 159 Canco Road as a passive recreational open space. The site includes woodlands, wetlands, streams, a pond, and a number of hiking, biking, and cross-country skiing trails.

As a result of a partnership with neighborhood residents, the Trust for Public Land, and Portland Trails, the city now owns the 12.9-acre property.

The City Council has placed it under a conservation easement to Portland Trails, with the intent that it remains protected open space in perpetuity. Upon conveying the conservation easement, the Council referred the issue of rezoning the property to the Planning Board, and recommended that the zoning be changed to Recreation and Open Space (ROS) in order to align more closely with existing and potential uses on site.

On March 19, 2013, the Planning Board voted unanimously (5-0, Soley and Dundon absent) to recommend a proposed zoning map amendment for the property at 159 Canco Road to change the zoning designation from Low-Impact Industrial (IL) to Recreation Open Space (ROS).

Final action on the zoning was postponed, due to an unrelated Land & Water Conservation Fund (L&WCF) grant issue related to Hadlock Field. In 1986, the City received an L&WCF grant for various improvements to the Park Avenue “sports complex” which encompassed Quinn Field in Deering Oaks, Fitzpatrick stadium and Hadlock Field. L&WCF funds stipulate that the property remain available to the public for outdoor recreation in perpetuity. In order to bring the City into compliance, a replacement property of equal value to the land value of Hadlock Field needed to be made available for outdoor recreation. Canco Woods was seen as one possibility for meeting the necessary value. Since that time, the City has acquired property on Warren Avenue which more than offsets the Hadlock Field value, allowing us to move forward with the rezoning.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

ORDERS:

**Order 282-16/17
(Tab 22)**

Order Approving Purchase and Sale Agreement with The NewHeight Group, LLC for Sale of City Property on Franklin Street - Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

NewHeight Group, which has option to purchase an abutting property to the strip of land (designated by the Assessor as 28-X-1) with approximately 1,800 sq. ft., is interested in acquiring this property to support a residential redevelopment project.

This property was acquired by the City to support the Franklin Street Arterial Project. When the City sold property in this area, it retained this strip as a 12-foot wide way for the owner of 28-C-18 to access an accepted City Street; otherwise 28-C-18 would be landlocked as access was not allowed onto the Franklin Street Arterial. The Deed stipulates for the 12-foot wide driveway that it be: “. . . for the purposes of travel by vehicles and pedestrians and for access to land herein conveyed to the 2 Grantee, provided that no structures or buildings of any kind or nature shall be erected or maintained on said strip of land and no vehicles shall be parked thereon.”

NewHeight’s proposal noted in its discussions with the holder of the easement rights for access that NewHeight is proposing to provide the holder of the easement with a new easement to travel under its proposed building to access its parking lot and associated apartment building.

In a Department-wide survey, the survey results were that this strip of land is excess to the needs of the city and can be sold.

The Economic Development Committee authorized staff to send out a Request for Bids to the two abutters. The EDC reviewed the one Bid received from The NewHeight Group, LLC, and, at its meeting on June 6, 2017, voted unanimously (2-0; Councilor Ali absent) to forward the proposed Purchase and Sale Agreement to the City Council for approval.

Five affirmative votes are required for passage after public comment.

**Order 283-16/17
(Tab 23)**

Order Approving an Amendment to the Power Purchase Agreement Re: Ocean Avenue Landfill Solar Project Array – Sponsored by Jon P. Jennings, City Manager.

On February 22, 2017 the City Council authorized the City Manager to enter into a power purchase agreement (PPA) with Revision Energy for energy produced by 660kW solar array to be constructed on the Ocean Avenue Landfill. Throughout project development, Revision has been seeking a third party to assume ownership of the array and to be beneficiary of the PPA. They have found a partner, Kenyon Energy, that has agreed to most of the terms outlined in the contract previously presented to the City Council. The substantive amendment they have requested deals with the buyout provisions. They are requesting an amendment that will provide three distinct opportunities for the City to exercise its buyout option instead of being able to exercise a buyout option annually at the start of any year, beginning in year seven. The other amendments they have requested are minor. Finally, Revision Energy has created a sole purpose LLC for the Ocean Avenue project called Sunfill North, LLC. The City will contract with this entity for the PPA. Revision would then transfer ownership of its interest in Sunfill North to Kenyon Energy as permitted under the assignment provision of the contract. Corporation Counsel advises us that these changes require City Council approval.

This order includes an emergency enactor which requires seven votes for passage after public comment.

**Order 284-16/17
(Tab 24)**

Order Endorsing Projects for Federal and State Funds Through Portland Area Comprehensive Transportation System - Sponsored by Jon P. Jennings, City Manager.

Portland Area Comprehensive Transportation System (PACTS) requires Council endorsement of project applications to advance beyond the first phase of their consideration for funding. This request does not commit PACTS to fund the projects nor does council endorsement commit Portland to provide the local match for the projects should they be recommended for funding.

These project applications and brief descriptions for which PACTS seeks endorsement are:

Brighton Avenue Multimodal Project, Rowe Avenue to Dartmouth Street: paving, traffic/pedestrian signals, sidewalks/curb ramps, pedestrian crossings and streetscape improvements; total project estimate, \$4.2M (request is to fund Preliminary Design Report (PDR) only)

Washington Avenue Reconstruction Phase II, north of Cumberland Avenue to past Eastern Promenade: paving, sidewalks/curb ramps, lighting, streetscape; total project estimate, \$4.4M (Note: a stormwater/utility project within this area to be constructed in 2017-2018 will reduce this overall total cost significantly) (request is to fund PDR only)

Rt. 77/York Street Pedestrian & Bicyclist Access-Safety Project, State Street to High Street: paving, sidewalks/curb ramps, enhanced bike lane and crosswalk pavement markings and lighting; total project estimate (Portland portion), \$650,000 (Note: this is a joint application with South Portland and Cape Elizabeth) (The request is to fund construction and it is under discussion with MaineDOT/PACTS whether PDR is required.)

Five affirmative votes are required for passage after public comment.

**Order 285-16/17
(Tab 25)**

Order Accepting Payment for City Property and Waiving Damage Claims Re: Maine Department of Transportation Reconstruction Work on Forest Avenue – Sponsored by Danielle West-Chuhta, Corporation Counsel.

The Maine Department of Transportation (MDOT) is undertaking a reconstruction of Forest Avenue, which is also State Highway 14, and widening the road. Landowners along the reconstruction route have received notice of the project and of the State's taking by eminent domain however much of their property along the street is needed to complete the project. Council action is required to accept MDOT's offer of just compensation in the amount of \$12,350.00 for the eminent domain taking of 1,349 square feet of City of Portland property along Forest Avenue for the Forest Avenue Woodford's Corner Project. The offer has been reviewed and approved by the Office of Corporation Counsel and the Department of Public Works. An appraisal of the property supports the payment as the fair market value of the land being transferred to the State.

Five affirmative votes are required for passage after public comment.

**Order 286-16/17
(Tab 26)**

Order Referring the Issue of the Enhancement of Islander Long-Term Mainland Parking to the Sustainability and Transportation Committee– Sponsored by Mayor Ethan K. Strimling.

As a result of the discussion on islander mainland parking difficulties at the Council's June 5th meeting, it was made clear that a comprehensive plan is needed to meet islanders' current and future parking needs. As development increases along the eastern waterfront, the pressures of parking for those who live on Portland's islands is also increasing.

This referral will ensure that the Committee explores comprehensive and long-term solutions to meet the needs of those Portland residents who count on available parking to be able to go about their daily lives as members of our community.

Five affirmative votes are required for passage after public comment.

**Order 287-16/17
(Tab 27)**

Order Referring the Issue of Citywide Small Emergency Shelters to the Health and Human Services Committee – Sponsored by Mayor Ethan K. Strimling.

As a result of the discussion on shelter zoning at the Council’s June 5th meeting, a desire was made clear by multiple Councilors to make sure the city performs a fuller review of our shelter system.

Along with originally-contemplated single large shelter option, testimony from subject matter experts as well as the public stated a need to expand our system beyond a single new site. This referral will ensure that a second-tier approach towards a more inclusive re-zoning plan for our shelter system will include the exploration and feasibility of multiple, smaller-scale shelters in order to meet our residents’ needs.

Five affirmative votes are required for passage after public comment.

**Order 288-16/17
(Tab 28)**

Order Referring the Portland Senior Tax Equity Program to the Finance Committee – Sponsored by Mayor Ethan K. Strimling.

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Further, rents have climbed 20%-40% between 2010 and 2015. However, during that same time, that increased cost of housing has outpaced incomes - especially for seniors with fixed or low incomes. In fact, since 2013, Social Security benefits have risen only 5.3% (with a 2017 increase of 0.3%). The P-STEP aims to keep some of our most vulnerable neighbors in their homes by easing this financial burden. As currently designed, the P-STEP would provide an average of \$300 in tax/rent relief for our most needy seniors.

Five affirmative votes are required for passage after public comment.

**Order 289-16/17
(Tab 29)**

Order Amending Traffic Schedule Re: Section of Concord Street to Two-Way – Sponsored by Jon P. Jennings, City Manager.

Roadway changes associated with the Portland Area Comprehensive Transportation System/Maine Department of Transportation Woodfords Corner project, in association with safety improvements as part of the Pan Am mainline crossing of Forest Avenue, will result in the closure of the curb cut at 710 Forest Avenue. As a result, a segment of Concord Street is being proposed to be made two-way to restore access back to Forest Avenue. A curb modification will be integrated into a City project just west of the two-way section to discourage cut-through traffic from Nevens Street. The intersection of Concord Street at Forest Avenue will be modified to improve sight distances and add more safety features to the railroad crossing, thus making exiting traffic feasible at this location.

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

AMENDMENTS:

**Order 290-16/17
(Tab 30)**

Amendment to Zoning Map Re: 510 Stevens Avenue – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

On May 23, 2017, the Planning Board met and voted unanimously 5-0 (Stanley and Mazer absent) to recommend to City Council adoption of the proposed map amendment to rezone one parcel, comprising 510 Stevens Avenue and adjacent Stevens Avenue Right-of-Way, from R-5 Residential to B-1b Neighborhood Business, as requested by Stephen and Roberta Cope. This map amendment would extend the B-1b zone north to encompass this property, permitting the development of a new, small-scaled mixed-use commercial and residential development at this location in Deering Center.

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

EXECUTIVE SESSION:

Executive Session Re: Bargaining Guidance for Police Superior Officers Contract Pursuant to 1 M.R.S. §405(6)(D) – Sponsored by Jon P. Jennings, City Manager.

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

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

DAVID BRENERMAN (5)
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JUNE 19, 2017

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Proc 35-16/17 Proclamation Recognizing the Celebration of Eid-ul-Fitr by the
(Tab 4) Muslim Community in Portland, Maine – Sponsored by Councilors Pious Ali, David Brenerman, Justin Costa, Jill Duson, Nicholas M. Mavodones, Jr., Belinda Ray, Spencer Thibodeau, Brian Batson and Mayor Ethan K. Strimling.

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*John Ochira	CDBG Committee	September 30, 2020
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*Roger Berle	Portland Land Bank	June 30, 2020
*Steven Morgenstein	Portland Land Bank	June 30, 2020
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CONSENT ITEMS:

LICENSES:

**Order 275-16/17
(Tab 6)**

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Application was filed on 5/17/2017. New City and State applications. Location was formerly Helene M.

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**Order 276-16/17
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Application was filed on 5/24/2017. Applicant currently holds a Class A Lounge with Entertainment without Dance.

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**Order 278-16/17
(Tab 9)**

Order Granting Municipal Officers' Approval of Juiced, LLC dba Juiced. Application for a Class III & IV FSE with Entertainment Without Dance and Outdoor Dining on Private Property at 561 Forest Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/26/2017. New City and State applications. Location was formerly Helios Real Estate.

Five affirmative votes are required for passage after public comment.

**Order 279-16/17
(Tab 10)**

Order Granting Municipal Officers' Approval of Highlife LLC dba Howies Pub. Application for Outdoor Dining on Private Property at 501 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/26/2017. Applicant currently holds a Class A Lounge License.

Five affirmative votes are required for passage after public comment.

**Order 280-16/17
(Tab 11)**

Order Granting Municipal Officers' Approval of JSL Investments dba Old Port Sea Grill. Application for Outdoor Dining on Public Property at 93 Commercial Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/26/2017. Applicant currently holds a Class I FSE License.

Five affirmative votes are required for passage after public comment.

**Order 281-16/17
(Tab 12)**

Order Granting Municipal Officers' Approval of Hot Suppa, Inc. dba Hot Suppa. Application for a Class I FSE with Outdoor Dining On Private Property at 703 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 5/26/2017. New City and State applications. This is a new corporate ownership of an existing business.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

**Resolve 10-16/17
(Tab 13)**

Resolution Supporting the Mayors National Climate Action Agenda – Sponsored by Councilors Pious Ali, Brian Batson, David Brenerman, Justin Costa , Jill Duson, Nicholas M. Mavodones, Jr., Belinda Ray, Spencer Thibodeau, and Mayor Ethan K. Strimling.

In the aftermath of President Trump's decision to withdraw the United States from the Paris Climate Agreement, cities around the nation have moved to affirm their commitment to the carbon reduction goals outlined in the accord. Many have chosen to join the Mayors National Climate Action Agenda founded by the mayors of Los Angeles, Houston, and Philadelphia in advance of the 2015 Paris Conference of the Parties to the Paris Climate Accord.

Adopting the resolution will signal the City of Portland's desire to join dozens of other cities across the nation in a commitment to take bold action to reduce greenhouse gas emissions in their cities in support of the objectives outlined in the Paris Agreement.

Five affirmative votes are required for passage after public comment.

**Resolve 11-16/17
(Tab 14)**

**Resolution Supporting a National Carbon Fee and Dividend Policy –
Sponsored by the Sustainability and Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

During its meeting on April 25, the Energy and Sustainability Committee voted 3-0 to recommend that the City Council pass a resolution urging the Federal government to adopt a carbon fee and dividend at the national level.

A program of this sort would establish a fee on fossil fuels that would be assessed at the point of production or place of import with the goal of recognizing the environmental costs of carbon based fuels. Revenues collected by the fee on carbon would be returned as a dividend to United States citizens. This would compensate for the higher costs of fuel and products produced using fossil fuels and would ensure that the overall program is revenue neutral at the federal government level. The Sustainability and Transportation Committee urges adoption of strong action such as the carbon fee and dividend program to address climate change on a national scale.

Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

**Order 254-16/17
(Tab 15)**

Order Re: Residential Parking Permit Extension – Sponsored by Jon P. Jennings, City Manager.

In June of 2008, the City Council approved a new residential parking zone, IR (Island Resident). A total of twenty-nine (29), two-hour parking spaces on both sides of Thames Street easterly of Hancock Street were signed accordingly. Vehicles displaying an IR (island resident) permit are exempt from the time limit parking regulation and can be left there all day.

Since the development of the proposed condominiums at the corner of Thames and Hancock Streets was on hold, 10 on-street spaces on the westerly side of Hancock Street between Fore & Thames and the 16 on-street parking spaces on the north side of Thames Street between India and Hancock Street were signed 2-hour parking (rather than metered), so that islanders with an IR permit could use them on a temporary year-to-year basis until the condominium development is started or another project in its place.

This gave the islanders an additional 26 on-street parking spaces convenient to Casco Bay Lines that would cause minimal interference with area businesses and residents.

There is now a hotel being built on that lot, and so the situation will be reassessed next spring prior to requesting another extension. The current one-year extension expires on June 30, 2017, and this order would extend this use to June 30, 2018.

At the June 5, 2017 Council meeting this item was postponed to this meeting. Five affirmative votes are required for passage.

**Order 268-16/17
(Tab 16)**

Order Adopting Development Program for Portland Downtown for Fiscal Year 2017-2018 – Sponsored by Jon P. Jennings, City Manager.

City Council authorization of documents is needed for the continued operation of Portland Downtown (PD). These documents include (1) Adopting Development Program for the PD for FY2018; (2) Assessing Maintenance and Implementation Assessments in the PD District for FY2018; (3) authorizing the Master Agreement for work to be done by PD; and (4) authorizing the Supplemental Services Agreement for work to be done by the City.

This year's assessment of \$764,922 will come from special assessments on all real estate in the District to fund the PD development program expenses for FY2018. The mill rate to raise this assessment is .92 cents per \$1,000 of property value, which has been the same rate for the past eight years.

Included in the City Council meeting packet is PD's 2017/2018 work plan, along with the Supplemental Services Agreement between PD and the City to contract with the City to provide specified Police public safety services and Public Works services to support downtown cleanliness such as sidewalk snow plowing and Summer clean-up.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 269-16/17
(Tab 17)**

Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2017-2018 – Sponsored by Jon P. Jennings, City Manager.

This order is a companion order to Order 268 above.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 270-16/17
(Tab 18)**

Order Approving and Authorizing the City Manager to Enter into Master Agreement and Supplemental Services Agreement with Portland Downtown – Sponsored by Jon P. Jennings, City Manager.

This order is a companion to Order 268 and Order 269 above. This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 271-16/17
(Tab 19)**

Amendment to Portland City Code Re: Golf Cart Ordinance – Sponsored by the Health and Human Services Committee, Councilor Belinda Ray, Chair.

On May 9, 2017, this amendment was forwarded to the City Council by a vote of 3-0 by the Health & Human Services Committee.

Amendments are proposed to the golf cart ordinance to address safety risks connected to the use of golf carts on Portland islands. Peaks Island has been the site of an increased use of golf carts, and complaints and concerns have been received by the Portland Police Department and the City Councilors and Staff who work with the island communities. The proposed revisions to the City Code require a driver's license and safety equipment like headlights and rear red reflectors, among other things. They prohibit a passenger from riding on another person's lap on a moving golf cart. The golf cart speed limit is increased to 20 miles per hour from 10, but a speed limit of 15 mph must be observed near schools during recess or at the beginning and end of the school day as students arrive. Two hundred and fifty-five golf carts are registered in Portland. With these changes, the Portland Police Department intends to improve the safety of their operation, especially during the crowded summer season.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

**Order 272-16-17
(Tab 20)**

Amendment to the Zoning Map Re: Camelot Farm -Sponsored by the Portland Planning Board, Elizabeth Boepple, Chair.

The Planning Board unanimously recommends to City Council the adoption of the R-3 and ROS rezoning for the Camelot Farms site, including four single family house lots in separate ownership along Westbrook Street.

The wetlands along the Stroudwater River would remain in the Resource Protection Zone (RPZ) and the Board recommends rezoning approximately the high water mark of the river to the Recreation Open Space zone (ROS). The land within the ROS would be held within an easement that provides public access for passive recreational purposes. Additional portions of the site, such as several lots along Westbrook Street and land between the ROS zone and potential single family house lots, would also be included within the open space easement. The proposed easements have been reviewed by the City and would be held in escrow until such time the applicant closes on the property. The proposal includes removing the flexible housing overlay zone that is shown along a portion of Westbrook Street.

The project proposes to redevelop the existing site into a traditional single-family development within the Stroudwater neighborhood. The proposed zoning map amendment would enable the applicant to construct approximately a one hundred (100) lot subdivision of which ninety-five (95) lots will be for single-family homes and four will be open space lots. The intent and purpose of the rezoning is for the proposed development to have smaller-scaled residential lots, while providing more publicly accessible green space directly along Westbrook Street and along the Stroudwater River. The applicant is proposing to develop the project in four phases; each phase will have 20 to 25 lots with accompanying infrastructure.

There have been three workshops, as well as a fourth public comments session with the Planning Board, for this project. The meetings were held on January 17, February 28, April 6, and April 13, 2017. There has been extensive public comment on the proposal, which is included in the Planning Board report to the City Council. At the public hearing, twenty-six residents spoke with the majority in opposition to the zone change; however, some spoke in favor of the rezone and there are comments on the record supporting the project. The Planning Board members found the proposed zone change to be consistent with the existing comprehensive plan and the pending Comprehensive Plan and to benefit the city as a whole by supporting new housing opportunities and linking open space along the Stroudwater River.

This item must be read on two separate days. It was given its first reading on June 5, 2017.

Staff recommends postponement of this item until after the City Council Workshop on July 10, 2017.

**Order 273- 16-17
(Tab 21)**

Amendment to the Zoning Map Re: 159 Canco Woods from IL to ROS - Sponsored by the Portland Planning Board, Elizabeth Boepple, Chair.

This proposed amendment, as recommended by the Planning Board, changes the zoning for property at 159 Canco Woods from IL to ROS. It represents an effort align the zoning for the property at 159 Canco Road with the present and future use.

Though it is currently zoned IL, or Low-Impact Industrial, neighborhood residents have historically used the property at 159 Canco Road as a passive recreational open space. The site includes woodlands, wetlands, streams, a pond, and a number of hiking, biking, and cross-country skiing trails.

As a result of a partnership with neighborhood residents, the Trust for Public Land, and Portland Trails, the city now owns the 12.9-acre property.

The City Council has placed it under a conservation easement to Portland Trails, with the intent that it remains protected open space in perpetuity. Upon conveying the conservation easement, the Council referred the issue of rezoning the property to the Planning Board, and recommended that the zoning be changed to Recreation and Open Space (ROS) in order to align more closely with existing and potential uses on site.

On March 19, 2013, the Planning Board voted unanimously (5-0, Soley and Dundon absent) to recommend a proposed zoning map amendment for the property at 159 Canco Road to change the zoning designation from Low-Impact Industrial (IL) to Recreation Open Space (ROS).

Final action on the zoning was postponed, due to an unrelated Land & Water Conservation Fund (L&WCF) grant issue related to Hadlock Field. In 1986, the City received an L&WCF grant for various improvements to the Park Avenue "sports complex" which encompassed Quinn Field in Deering Oaks, Fitzpatrick stadium and Hadlock Field. L&WCF funds stipulate that the property remain available to the public for outdoor recreation in perpetuity. In order to bring the City into compliance, a replacement property of equal value to the land value of Hadlock Field needed to be made available for outdoor recreation. Canco Woods was seen as one possibility for meeting the necessary value. Since that time, the City has acquired property on Warren Avenue which more than offsets the Hadlock Field value, allowing us to move forward with the rezoning.

This item must be read on two separate days. It was given its first reading on June 5, 2017. Five affirmative votes are required for passage after public comment.

ORDERS:

**Order 282-16/17
(Tab 22)**

Order Approving Purchase and Sale Agreement with The NewHeight Group, LLC for Sale of City Property on Franklin Street - Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

NewHeight Group, which has option to purchase an abutting property to the strip of land (designated by the Assessor as 28-X-1) with approximately 1,800 sq. ft., is interested in acquiring this property to support a residential redevelopment project.

This property was acquired by the City to support the Franklin Street Arterial Project. When the City sold property in this area, it retained this strip as a 12-foot wide way for the owner of 28-C-18 to access an accepted City Street; otherwise 28-C-18 would be landlocked as access was not allowed onto the Franklin Street Arterial. The Deed stipulates for the 12-foot wide driveway that it be: “. . . for the purposes of travel by vehicles and pedestrians and for access to land herein conveyed to the 2 Grantee, provided that no structures or buildings of any kind or nature shall be erected or maintained on said strip of land and no vehicles shall be parked thereon.”

NewHeight’s proposal noted in its discussions with the holder of the easement rights for access that NewHeight is proposing to provide the holder of the easement with a new easement to travel under its proposed building to access its parking lot and associated apartment building.

In a Department-wide survey, the survey results were that this strip of land is excess to the needs of the city and can be sold.

The Economic Development Committee authorized staff to send out a Request for Bids to the two abutters. The EDC reviewed the one Bid received from The NewHeight Group, LLC, and, at its meeting on June 6, 2017, voted unanimously (2-0; Councilor Ali absent) to forward the proposed Purchase and Sale Agreement to the City Council for approval.

Five affirmative votes are required for passage after public comment.

**Order 283-16/17
(Tab 23)**

Order Approving an Amendment to the Power Purchase Agreement Re: Ocean Avenue Landfill Solar Project Array – Sponsored by Jon P. Jennings, City Manager.

On February 22, 2017 the City Council authorized the City Manager to enter into a power purchase agreement (PPA) with Revision Energy for energy produced by 660kW solar array to be constructed on the Ocean Avenue Landfill. Throughout project development, Revision has been seeking a third party to assume ownership of the array and to be beneficiary of the PPA. They have found a partner, Kenyon Energy, that has agreed to most of the terms outlined in the contract previously presented to the City Council. The substantive amendment they have requested deals with the buyout provisions. They are requesting an amendment that will provide three distinct opportunities for the City to exercise its buyout option instead of being able to exercise a buyout option annually at the start of any year, beginning in year seven. The other amendments they have requested are minor. Finally, Revision Energy has created a sole purpose LLC for the Ocean Avenue project called Sunfill North, LLC. The City will contract with this entity for the PPA. Revision would then transfer ownership of its interest in Sunfill North to Kenyon Energy as permitted under the assignment provision of the contract. Corporation Counsel advises us that these changes require City Council approval.

This order includes an emergency enactor which requires seven votes for passage after public comment.

**Order 284-16/17
(Tab 24)**

Order Endorsing Projects for Federal and State Funds Through Portland Area Comprehensive Transportation System - Sponsored by Jon P. Jennings, City Manager.

Portland Area Comprehensive Transportation System (PACTS) requires Council endorsement of project applications to advance beyond the first phase of their consideration for funding. This request does not commit PACTS to fund the projects nor does council endorsement commit Portland to provide the local match for the projects should they be recommended for funding.

These project applications and brief descriptions for which PACTS seeks endorsement are:

Brighton Avenue Multimodal Project, Rowe Avenue to Dartmouth Street: paving, traffic/pedestrian signals, sidewalks/curb ramps, pedestrian crossings and streetscape improvements; total project estimate, \$4.2M (request is to fund Preliminary Design Report (PDR) only)

Washington Avenue Reconstruction Phase II, north of Cumberland Avenue to past Eastern Promenade: paving, sidewalks/curb ramps, lighting, streetscape; total project estimate, \$4.4M (Note: a stormwater/utility project within this area to be constructed in 2017-2018 will reduce this overall total cost significantly) (request is to fund PDR only)

Rt. 77/York Street Pedestrian & Bicyclist Access-Safety Project, State Street to High Street: paving, sidewalks/curb ramps, enhanced bike lane and crosswalk pavement markings and lighting; total project estimate (Portland portion), \$650,000 (Note: this is a joint application with South Portland and Cape Elizabeth) (The request is to fund construction and it is under discussion with MaineDOT/PACTS whether PDR is required.)

Five affirmative votes are required for passage after public comment.

**Order 285-16/17
(Tab 25)**

Order Accepting Payment for City Property and Waiving Damage Claims Re: Maine Department of Transportation Reconstruction Work on Forest Avenue – Sponsored by Danielle West-Chuhta, Corporation Counsel.

The Maine Department of Transportation (MDOT) is undertaking a reconstruction of Forest Avenue, which is also State Highway 14, and widening the road. Landowners along the reconstruction route have received notice of the project and of the State's taking by eminent domain however much of their property along the street is needed to complete the project. Council action is required to accept MDOT's offer of just compensation in the amount of \$12,350.00 for the eminent domain taking of 1,349 square feet of City of Portland property along Forest Avenue for the Forest Avenue Woodford's Corner Project. The offer has been reviewed and approved by the Office of Corporation Counsel and the Department of Public Works. An appraisal of the property supports the payment as the fair market value of the land being transferred to the State.

Five affirmative votes are required for passage after public comment.

**Order 286-16/17
(Tab 26)**

Order Referring the Issue of the Enhancement of Islander Long-Term Mainland Parking to the Sustainability and Transportation Committee– Sponsored by Mayor Ethan K. Strimling.

As a result of the discussion on islander mainland parking difficulties at the Council's June 5th meeting, it was made clear that a comprehensive plan is needed to meet islanders' current and future parking needs. As development increases along the eastern waterfront, the pressures of parking for those who live on Portland's islands is also increasing.

This referral will ensure that the Committee explores comprehensive and long-term solutions to meet the needs of those Portland residents who count on available parking to be able to go about their daily lives as members of our community.

Five affirmative votes are required for passage after public comment.

**Order 287-16/17
(Tab 27)**

Order Referring the Issue of Citywide Small Emergency Shelters to the Health and Human Services Committee – Sponsored by Mayor Ethan K. Strimling.

As a result of the discussion on shelter zoning at the Council's June 5th meeting, a desire was made clear by multiple Councilors to make sure the city performs a fuller review of our shelter system.

Along with originally-contemplated single large shelter option, testimony from subject matter experts as well as the public stated a need to expand our system beyond a single new site. This referral will ensure that a second-tier approach towards a more inclusive re-zoning plan for our shelter system will include the exploration and feasibility of multiple, smaller-scale shelters in order to meet our residents' needs.

Five affirmative votes are required for passage after public comment.

**Order 288-16/17
(Tab 28)**

Order Referring the Portland Senior Tax Equity Program to the Finance Committee – Sponsored by Mayor Ethan K. Strimling.

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Further, rents have climbed 20%-40% between 2010 and 2015. However, during that same time, that increased cost of housing has outpaced incomes - especially for seniors with fixed or low incomes. In fact, since 2013, Social Security benefits have risen only 5.3% (with a 2017 increase of 0.3%). The P-STEP aims to keep some of our most vulnerable neighbors in their homes by easing this financial burden. As currently designed, the P-STEP would provide an average of \$300 in tax/rent relief for our most needy seniors.

Five affirmative votes are required for passage after public comment.

**Order 289-16/17
(Tab 29)**

Order Amending Traffic Schedule Re: Section of Concord Street to Two-Way – Sponsored by Jon P. Jennings, City Manager.

Roadway changes associated with the Portland Area Comprehensive Transportation System/Maine Department of Transportation Woodfords Corner project, in association with safety improvements as part of the Pan Am mainline crossing of Forest Avenue, will result in the closure of the curb cut at 710 Forest Avenue. As a result, a segment of Concord Street is being proposed to be made two-way to restore access back to Forest Avenue. A curb modification will be integrated into a City project just west of the two-way section to discourage cut-through traffic from Nevens Street. The intersection of Concord Street at Forest Avenue will be modified to improve sight distances and add more safety features to the railroad crossing, thus making exiting traffic feasible at this location.

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

AMENDMENTS:

**Order 290-16/17
(Tab 30)**

Amendment to Zoning Map Re: 510 Stevens Avenue – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

On May 23, 2017, the Planning Board met and voted unanimously 5-0 (Stanley and Mazer absent) to recommend to City Council adoption of the proposed map amendment to rezone one parcel, comprising 510 Stevens Avenue and adjacent Stevens Avenue Right-of-Way, from R-5 Residential to B-1b Neighborhood Business, as requested by Stephen and Roberta Cope. This map amendment would extend the B-1b zone north to encompass this property, permitting the development of a new, small-scaled mixed-use commercial and residential development at this location in Deering Center.

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

EXECUTIVE SESSION:

Executive Session Re: Bargaining Guidance for Police Superior Officers Contract Pursuant to 1 M.R.S. §405(6)(D) – Sponsored by Jon P. Jennings, City Manager.

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

Tab 1 6-19-17

IN COUNCIL REGULAR MEETING JUNE 5, 2017 VOL. 133 PAGE 108

ROLL CALL: Mayor Strimling called the meeting to order at 5:30 P.M. (Councilor Duson absent, Councilor Mavodones, Costa arrived during Arts in the Chamber.)

ANNOUNCEMENTS:

RECOGNITIONS:

“Arts in the Chamber”, The Maine Squeeze Ensemble

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Ray and seconded by Councilor Batson to approve the minute of May 15, 2017 City Council Meeting. Passage 8-0.

PROCLAMATIONS:

Proc 31-16/17 Proclamation Honoring Bobbi Jo Weeks, Fire Department, as Employee of the Month for April 2017 – Sponsored by Mayor Ethan K. Strimling.

Proc 32-16/17 Proclamation Honoring Christine Grimando, Planning and Urban Development Department, as Employee of the Month for May 2017 – Sponsored by Mayor Ethan K. Strimling.

APPOINTMENTS:

Order 253-16/17 Order Appointing Constables for 2017 Re: Department of Parks Recreation & Facilities – Sponsored by Jon P. Jennings, City Manager.

This order appoints Park Ranger Jason Monteiro as a constable for the Department of Parks, Recreation & Facilities.

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

CONSENT ITEMS:

Motion was made by Councilor Mavodones and seconded by Councilor Ray to amend Order 254 by separating out Order 254. Passage 8-0.

Order 254–16/17 Order Re: Residential Parking Permit Extension – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Mavodones.

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Motion was made by Mayor Strimling and seconded by Councilor Ray to amend Order 254 by “extending Peaks parking to both sides of Thames between Hancock and India.

Motion was made by Councilor Mavodones and seconded by Councilor Costa to postpone Order 254 to June 19, 2017. Passage 8-0.

Order 255-16/17 Order Declaring Tuesday, July 4, 2017, as July 4th Stars and Stripes Spectacular Festival – Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Costa and seconded by Councilor Thibodeau for passage. Passage 8-0.

LICENSES:

Order 256-16/17 Order Granting Municipal Officers’ Approval of The Four Forty Three Club, LLC dba Evo Kitchen & Bar. Application for Outdoor Dining on Private Property at 443 Fore Street– Sponsored by Michael Russell, Director of Permitting and Inspections.

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

Order 257-16/17 Order Granting Municipal Officers’ Approval of The King’s Head LLC dba Jager. Application for Outdoor Dining on Public Property at 41 Wharf Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

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

Order 258-16/17 Order Granting Municipal Officers’ Approval of Little Giant LLC dba Little Giant. Application for a Class I FSE #211 Danforth Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

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

Order 259-16/17 Order Granting Municipal Officers’ Approval of Portland Shuck Shack LLC dba The Shop. Application for a Class III & IV FSE with Entertainment without Dance and Outdoor Dining and Private Property at 123 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage. Passage 8-0.

IN COUNCIL REGULAR MEETING JUNE 5, 2017 VOL. 133 PAGE 110

Order 260-16/17 Order Granting Municipal Officers' Approval of Vinbar LLC dba Trattoria Fanny. Application for a Class I FSE at 3 Deering Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Motion was made by Councilor Thibodeau and seconded by Councilor Ray for passage. Passage 8-0.

Order 261-16/17 Order Granting Municipal Officers' Approval of Allagash Brewing Company. Application for Expansion of Outdoor Dining on Private Property at 50 Industrial Way – Sponsored by Michael Russell, Director of Permitting and Inspections.

Councilor Thibodeau recused himself, his firm represents Allagash Brewing Company.

Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 7-0 (Councilor Thibodeau recused).

Order 262-16/17 Order Granting Municipal Officers' Approval of The Local Press, LLC dba The Local Press. Application for a Class III & IV FSE at 276 Woodford Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

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

Order 263-16/17 Order Granting Municipal Officers' Approval of Bo Tree Corp dba Kon Asian Bistro. Application for a Class XI Restaurant/Lounge with Entertainment with Dance at 1140 Brighton Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Motion was made by Councilor Ray and seconded by Councilor Thibodeau for passage. Passage 8-0.

BUDGET ITEMS:

COMMUNICATIONS:

RESOLUTIONS:

Resolve 8-16/17 Resolution Amending Council Rules for 2016-2017 – Sponsored by Danielle West-Chuhta, Corporation Counsel.

This item was given first reading on May 15, 2017.

Motion was made by Councilor Batson and seconded by Councilor Costa for passage. Passage 8-0.

IN COUNCIL REGULAR MEETING JUNE 5, 2017 VOL. 133 PAGE 111

Resolve 9-16/17 Resolution Approving the Live Video Streaming of City Council Meetings and Committee Hearings on Social Media – Sponsored by Councilor Spencer Thibodeau.

Motion was made by Councilor Thibodeau and seconded by Councilor Batson for passage.

Motion was made by Councilor Thibodeau and seconded by Councilor Mavodones to amend Resolve 9 by changing the date of the first live streamed council meeting to July 17, 2017.

Motion was made by Mayor Strimling and seconded by Councilor Ray to amend Resolve 9 by changing “Council Committee hearings” to “Council Committee meetings”. Passage 8-0.

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

UNFINISHED BUSINESS:

Order 215-16/17 Order Adopting the City of Portland Comprehensive Plan – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

This item was given first reading on April 24, 2017.

Motion was made by Councilor Brenerman and seconded by Councilor Ray for passage.

Motion was made by Councilor Thibodeau and seconded by Councilor Strimling to amend Order 215 Portland’s plan page 6 to strike out “We recognize that Climate change will have significant impacts on our City and endeavor to mitigate and adapt.” and add “Recognizing our responsibility as a global citizen, and concerned that climate change will have significant impacts on our City, we will prioritize a transition to a low-carbon economy, and adapt to those climate changes we can no longer mitigate.” Passage 7-1(Councilor Ray).

Motion was made by Mayor Strimling and seconded by Councilor Thibodeau to amend Order 215 by adding on Portland’s Plan page 22

“Eliminate, by 2040, net CO2 emissions from City operations through means such as improved efficiency of lighting and heating, installation of solar arrays, purchase of renewable electric power and conversation of vehicles to electric propulsion.

Encourage City residents to invest in renewable energy for heating and transport.

IN COUNCIL REGULAR MEETING JUNE 5, 2017 VOL. 133 PAGE 112

Encourage commercial entities to reduce fossil fuel use through expanded benchmarking, incentives for improved lighting and heating efficiencies and purchase of electric vehicles.

Encourage fossil fuel-free transport through support for electric vehicles, electric public transit, dedicated bicycle lanes and vehicle exclusion zones. Ensure that all municipal decisions take into account the necessity of essentially eliminating carbon dioxide emissions within 30 years.” Passage 7-1 (Councilor Ray).

Motion was made by councilor Brenerman and seconded by Councilor Ray for passage as amended 8-0.

Order 252-16/17 Amendment to Portland City Code Chapter 14 Re: Emergency Shelters as a Conditional Use – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

This item was given first reading on May 15, 2017.

Motion was made by Councilor Ray and seconded by Councilor Batson for passage.

Motion was made by Mayor Strimling and seconded by Councilor Mavodones to amend Order 252 by adding “6. The facility must be located within 2.75 aerial miles of Monument Square. Motion failed 1-7 (Mavodones, Brenerman, Ali, Costa, Ray, Thibodeau, Batson).

Motion was made by Councilor Ray and seconded by Councilor Batson for passage 8-0.

ORDERS:

Order 264-16/17 Order Approving the Renewal of the Cumberland County Home Consortium – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

Motion was made by Councilor Costa and seconded by Councilor Brenerman for passage. Passage 8-0.

Order 265-16/17 Order Approving Agreement Between Portland and Maine Department of Transportation Re: Woodford’s CoStormwater Improvements – Sponsored by Jon P. Jennings, City Manager.

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

IN COUNCIL REGULAR MEETING JUNE 5, 2017 VOL. 133 PAGE 113

Order 266-16/17 Order Approving an Extension of the Report Deadline for the Dr. Martin Luther King Recognition Task Force – Sponsored by The Martin Luther King Recognition Task Force, Councilor Pious Ali, Chair.

Motion was made by Councilor Costa and seconded by Councilor Batson for passage. Passage 8-0.

Order 267-16-17 Order Referring the Wild and Exotic Animal Ordinance to the Health and Human Services Committee – Sponsored by Councilor Brian Batson

Motion was made by Councilor Batson and seconded by Councilor Ray for passage. Passage 8-0.

Order 268-16/17 Order Adopting Development Program for Portland Downtown for Fiscal Year 2017-2018 – Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

Order 269-16/17 Order Assessing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2017-2018 – Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

Order 270-16/17 Order Approving and Authorizing the City Manager to Enter into Master Agreement and Supplemental Services Agreement with Portland Downtown – Sponsored by Jon P. Jennings, City Manager.

This is its first reading.

AMENDMENTS:

Order 271-16/17 Amendment to Portland City Code Re: Golf Cart Ordinance – Sponsored by the Health and Human Services Committee, Councilor Belinda Ray, Chair.

This is its first reading.

Order 272-16-17 Amendment to the Zoning Map Re: Camelot Farm -Sponsored by the Portland Planning Board, Elizabeth Boepple, Chair.

This is its first reading.

IN COUNCIL REGULAR MEETING JUNE 5, 2017 VOL. 133 PAGE 114

**Order 273- 16-17 Amendment to the Zoning Map Re: 159 Canco Woods from IL to ROS
- Sponsored by the Portland Planning Board, Elizabeth Boepple, Chair.**

This is its first reading.

Motion was made by Councilor Costa and seconded by Councilor Ray
to adjourn. Passage 8-0, 10:10 P.M.

A TRUE COPY.

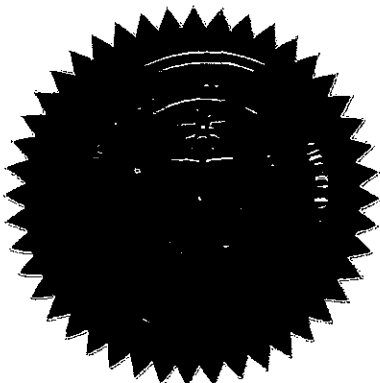
Katherine L. Jones, City Clerk

*Proc 33-16/17
Tab 2 6-19-17*

PROCLAMATION
HONORING
OFFICER CHRISTOPHER GERVAIS

- WHEREAS,** **Christopher Gervais** joined the Portland Police Department as a police recruit in November 2013. He became a police officer in January 2014. **Officer Gervais** was a reserve patrolman for the Wells Police Department before coming to Portland; and
- WHEREAS,** **Officer Gervais** is a dedicated and dependable police officer. **Officer Gervais** is very active apprehending impaired drivers that pose a serious risk to themselves or the public's safety; and
- WHEREAS,** **Officer Gervais** recently completed accident reconstruction training with the Massachusetts State Police and is now a member of the department's Accident Reconstruction Team investigating fatal/serious accidents; and
- WHEREAS,** **Officer Gervais** regularly assists fellow officers with testing of narcotics with the use of the department's Tru Narc, a laser spectrum testing device.
- WHEREAS,** **Officer Gervais** is a member of the police department's Honor Guard. Officer Gervais volunteers many hours representing the department during functions such as funerals, parades and other official ceremonial events; and
- WHEREAS,** **Officer Gervais** is commended for his exemplary performance and outstanding representation of the Portland Maine Police Department.
- NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling,** Mayor of the City of Portland, Maine, and the members of the Portland City Council do hereby proclaim honor and recognition to **Officer Brent Abbott** as **Officer of the Month for April 2017.**

Signed and sealed this 19th day of June 2017



A handwritten signature in black ink, appearing to read 'Ethan K. Strimling', is written over a horizontal line.

Ethan K. Strimling, Mayor
City of Portland, Maine

Proc 34-16/17
Tab 3 6-19-17

PROCLAMATION

RECOGNIZING

JUNE AS PRIDE MONTH

WHEREAS: The City of Portland, Maine has a diverse lesbian, gay, bisexual, transgender, queer/questioning, intersex, asexual and pansexual+ (LGBTQIAP+) community and is committed to supporting visibility, dignity and equity for all people in our city; and

WHEREAS: The LGBTQIAP+ community and allies have spurred sweeping progress by changing hearts and minds and by demanding equal treatment under our laws from our citizens, courts, and in our politics; and

WHEREAS: Many of the residents, students, city employees, and business owners in our community who contribute to the enrichment of our City are a part of the LGBTQIAP+, community; and

WHEREAS: Several cities across the United States recognize and celebrate June as LGBTQIAP+ Pride Month; and

WHEREAS: June has become a symbolic month in which the LGBTQIAP+ community and their allies come together in various celebrations of pride; and

WHEREAS: The rainbow flag, also known as the LGBTQIAP+ pride flag, has been used since the 1970s as a symbol of LGBTQIAP+ social and political movements; and

WHEREAS: Pride Portland brings people together to celebrate the achievements of the LGBTQIAP+ movement, remember the history and raise awareness of the work that still needs to be done.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Ethan K. Strimling, Mayor of the City of Portland, Maine and the members of the Portland City Council do hereby declare June as Pride Month in the City of Portland, Maine and invite citizens of Portland to reflect on ways we all can be inclusive and celebrate diversity during this month and every month.

Signed and Sealed this 19th Day of June, 2017



Ethan K. Strimling, Mayor
City of Portland

*Proc 35-16/17
Tab 4 6-19-17*

PROCLAMATION

RECOGNIZING

Eid-UL-Fitr 2017

- WHEREAS:** In three centuries of the slave trade, an estimated 10 to 50 percent of the Africans brought to these shores were Muslims, and Islam has given this country notable citizens like Muhammed Ali and Malcolm X; and
- WHEREAS:** The City of Portland, Maine has a diverse Muslim community and is committed to supporting visibility, dignity and equity for all people in our City; and
- WHEREAS,** Many of the residents, students, city employees, and business owners in our City who contribute to its enrichment are a part of the Muslim community; and
- WHEREAS,** Eid is a week of celebrating family and community after a month long fasting by Muslims across the world, and
- WHEREAS:** Various advancements have been made with respect to equitable treatment of muslims in the city of Portland and the nation, but there continues to be some opposition against people from that community making it important for cities like Portland to stand up and show support for our residents who are affected.

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council do hereby congratulate the Muslim community on the week-long celebration of Eid-UL-Fitr and invite everyone in Portland to reflect on ways we can live and work together with a commitment to mutual respect and understanding.

Signed and sealed this 19th day of June, 2017



**Ethan K. Strimling, Mayor
City of Portland, Maine**

Order 274-16/17
Tab 5 6-19-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMITTEES

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

Name	Board and Committee	Expiration
Melanie Cahill	CDBG Committee	September 30, 2020
John Ochira	CDBG Committee	September 30, 2020
Alan Freedman	Civil Service Commission	June 30, 2018
Tom Valleau	Portland Housing Authority	June 30, 2022
Roger Berle	Portland Land Bank	June 30, 2020
Steven Morgenstein	Portland Land Bank	June 30, 2020
William Mann	Portland Land Bank	June 30, 2020
Ovid Santoro	Portland Development Corp.	September 30, 2018
Michael Mertaugh	Portland Parks Commission	June 30, 2020
Dory Waxman	Portland Parks Commission	June 30, 2020
Zack Anchors	Portland Parks Commission	June 30, 2020
	Representing Friend of Eastern Promenade	
Chelsea Malacara	Portland Parks Commission	June 30, 2019
Colette Bouchard	Portland Parks Commission	June 30, 2019
Jamie Parker	Portland Parks Commission	
	Representing Portland Trails	June 30, 2018
Amy Segal	Portland Parks Commission	June 30, 2019
Lin Lisberger	Portland Public Arts	June 30, 2020
Diana Greenwold	Portland Public Arts	June 30, 2020



Office of the City Clerk
Katherine L. Jones, CMC

MEMORANDUM

TO: Mayor Ethan Strimling, and Members of City Council
FROM: Katherine L. Jones
DATE: June 7, 2017
RE: Appointments

The Nominating Committee is making the following recommendations to the Various Boards and Committees.

Name	Board and Committee	Expiration
Melanie Cahill (New)	CDBG Committee	September 30, 2020
John Ochira (New)	CDBG Committee	September 30, 2020
Alan Freedman	Civil Service Commission	June 30, 2018
Tom Valleau	Portland Housing Authority	June 30, 2022
Roger Berle (New)	Portland Land Bank	June 30, 2020
Steven Morgenstein (New)	Portland Land Bank	June 30, 2020
William Mann	Portland Land Bank	June 30, 2020
Ovid Santoro (New)	Portland Development Corp.	September 30, 2018
Michael Mertaugh	Portland Parks Commission	June 30, 2020
Dory Waxman	Portland Parks Commission	June 30, 2020
Zack Anchors (New)	Portland Parks Commission	June 30, 2020
	Representing Friend of Eastern Promenade	
Chelsea Malacara (New)	Portland Parks Commission	June 30, 2019
Colette Bouchard (New)	Portland Parks Commission	June 30, 2019
Jamie Parker (New)	Portland Parks Commission	
	Representing Portland Trails	June 30, 2018
Amy Segal (New)	Portland Parks Commission	June 30, 2019
Lin Lisberger	Portland Public Arts	June 30, 2020
Diana Greenwol (New)	Portland Public Arts	June 30, 2020

Melanie Cahill
139 Glenwood Ave
Portland, ME 04103
Melaniecahill2010@gmail.com
Cell: 401-419-1993

Appointments Committee Chairman
c/o City Clerk
389 Congress Street
Portland, ME 04101

April 20, 2017

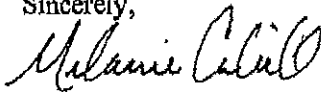
Dear Chair:

I am writing in regards to the position available on the CDBG Allocation Committee.

My background is in Public Policy and Administration with many years of experience in affordable housing. I have served on three Boards and sat as Chair for a non-profit community development corporation. As a consultant for the Holyoke Housing Authority, I assisted in the evaluation of CDBG applications. I also assisted the Olneyville Housing Development Corporation in Providence, RI apply for funds.

I would welcome the opportunity to talk with the Committee about how my experience could assist the City's allocation process.

Sincerely,



Melanie Cahill

Melanie A. Cahill, MPA, PHM

139 Glenwood Ave
Portland, ME 04103
Ph: 401-419-1993
Email: melaniecahill2010@gmail.com

Experience

Maintenance Coordinator: South Portland Housing Authority
South Portland, ME 2016 to Present

- As a consultant, developed a new administrative position and created a procedure manual
- Responsible for developing reports, work reviews & inspection procedures
- Complete ongoing projects for public housing buildings
- Manage small scale building improvement projects
- Implemented Home Modification for Seniors program

Director of Public Housing: Worcester Housing Authority
Worcester, MA, 2005-2014

- Administration of 2,900 public housing units including Lease enforcement, policy development, tenant grievances and property management
- Supervision of 26 staff including performance evaluations, development of training and testing program for all new hires and monthly training for management staff
- Responsible for oversight of the Transitional Housing & Resident Service programs
- Achievements include bringing Authority's required Federal reporting rate to 99% acceptance, collection of over \$100,000 in back rent from tenant fraud investigations, rent delinquency rate of less than 3%, Management Department operated within or under budget for 8 years.

Housing Management Specialist: Department of Housing and Community Development
Boston, MA. 2001-2005

- Oversight and program management for over 30 housing authorities assuring compliance with state regulations and policies
- Training housing authority personnel on program administration, lease enforcement and rent collection
- Analysis of performance indicators including vacancy reports, budgets, maintenance records and financial statements
- Review of grant applications for the allocation of capital and community improvement funds
- Completed audits at three troubled housing authorities

Program Management Consultant: Holyoke Housing Authority
Holyoke, MA. March-July 2001.

- Managed four-person team assessing programs funded by Drug Elimination and Abatement Grants from 1997-2000, including services to 300 public housing units
- Interviewed authority staff, service providers and residents to determine service efficacy and target areas for program improvement
- Created a service history and performance measures, positioning the authority to apply for CDBG and other Federal grants

Degrees and Certifications

- Commonwealth Citation for Outstanding Performance, 2005: Department of Housing and Community Development
- Public Housing Manager, 2002: National Association of Housing and Redevelopment Officials
- Masters of Public Administration, 2001: University of Massachusetts Amherst, MA

John Ochira

13 Emerson St Apt 204
Portland, ME 04092

johnochira@gmail.com

207-409-5475(cell)

Education

University of Maine Farmington, ME, 2010 - 2014

Ba., Business Economics

GPA 3.5, Dean's List, High Honors recipient

Related Coursework

Service Operations Analysis (480), Managerial Economics (450), Managerial Finance (340), Strategic Management (491), Intermediate Statistics (367)

Professional Work Experience

Disability Benefit Specialist, Unum Life Insurance Company of America

Unum US Operation, Portland, ME, March 2015 - Present

- Utilize claim investigative techniques to identify and evaluate claim information in a fair and objective manner.
- Analyze and research contract information.
- Make fast, fair and appropriate decisions even in the face of disagreement while being open to reconsider previous decisions based on new information.
- Influence others in order to reach proper and constructive conclusion.
- communicate effectively both verbally and in writing

Special Project Assistant

University of Maine at Farmington, Farmington, ME, June 2013 -- September 2013.

I worked closely with the Department of Residence Life, assisting the Director of Center for Student Involvement with the development, organization and execution of the New Student Orientation program. Some of my responsibilities included:

- Reviewing data and materials from previous programs
- Assisting in selection of Orientation materials
- Organizing Days of Service program with local nonprofits and businesses
- Creating and developing programs for Transfer and Commuter new students
- Managing public relations for Opening Day and Orientation Activities

Residential Community Assistant, Student Life

University of Maine at Farmington, Farmington, ME, 2011 - 2013

- Assess and respond to the needs of 50 residents on floor
- Develop and facilitate programs on diversity, chemical abuse, personal development, relationships, security, and academic performance
- Manage administrative tasks including, but not limited to, room condition reports, maintenance requests, incident reports, and the room change process
- Enforce University policy in the residence halls

Dear Sir/Madam,

Please consider this letter a statement of interest in the open seat on the Community Development Block Grant Allocation Committee.

I learned about this opening through the City Manager's office and quickly took interest in learning more about the role. I met with Kristin Styles to discuss the CDGB application process and the expectations for the committee members. I have, not just the desire to do this work, but also the budgetary experience to be an effective member of this committee.

I graduated from the University of Maine at Farmington (Cum Laude) with a Business Economics degree and was very fortunate to be part of many student clubs and organizations. From co-founding the UMF Multicultural Club to leading the Student Senate, the campus' governing organization which (during my tenure) managed a \$500, 000 budget, I enjoyed the challenge of wearing many hats as well as the opportunity to learn about and design solutions to problems affecting individuals, groups and organizations.

I currently work for Unum Insurance where I have been managing Long Term Disability claims for over two years.

Outside of work I continue to engage in community activities around the city of Portland.

I currently serve as Vice Chairman of the South Sudanese Community Association of Maine. I also volunteer the Maine Immigrants Rights Coalition where I serve on the governance committee.

Please consider my application for the open seat on the CDBG allocation committee.

Sincerely,
John Ochira.

Education Center Coordinator

Portland Housing Authority, Portland, ME, September 2009 - August 2010

- Coordinated an after-school Education Center for public housing students Kindergarten through Adult Education
- Mentored over 100 youth, primarily immigrant and refugee ELL students
- Acted as an intermediary between Portland Housing Authority and families in the Riverton community
- Supported providers in the communities such as Boys and Girls Club and the Riverton Food Pantry

Leadership Experience

President, UMF Student Senate (2013- 2014)

Officer of Club Affairs, UMF Student Senate (2012 - 2013)

President, UMF Multicultural Club (2011 - 2013)

President, UMF Journalism Club (2012 - 2013)

Member, Maine Youth Advisory Council (2010 - 2012)

Awards

Student Senate's Above and Beyond Award (2011), (2012) (2013) (2014)

Sudanese Youth Leadership Award (2011)

Jill Schwab Underclassman Leadership Award (2013)

Main Banker's Association Scholarship (2013)

Campus Activities

Member, Provost Search Committee (University of Maine at Farmington) (2013-2014)

Board Member, Alliance for Responsible Communities (ARC) (2009-2011)

Member, UMF Student Senate (Financial Affairs Committee) (2011 - 2012)

Staff Writer, Farmington Flyer (2011 - 2013)

References

Brian Ufford,

Director of Housing and Residence Life

Phone: 207.778.7334

Email: brian.ufford@maine.edu

Clyde Mitchell

Associate Professor of Business

Phone: 207-778-7413

Email: clyde.mitchell@maine.edu

Sheena Bunnell

Professor Business Economics

Director Maine Health Research Institute

email: sbunnell@maine.edu

Phone: 207.778.7440(w)

Kirsten Swan

Director, Center for Student Involvement

Student Senate Adviser

email: kswan@maine.edu

Phone: 207.778.7347

Dr. S. Waleck Dalpour

Chairperson

Division of Social Sciences and Business

email: dalpour@maine.edu

Phone: 207-778-7441

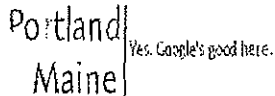
Lynne Eustis

Assistant Director,

Office of International Programs

email: leustis@maine.edu

Phone: 207-778-712



Katherine Jones <klj@portlandmaine.gov>

Alan Freedman - Civil Service Commission Applicant

1 message

al33@maine.rr.com <al33@maine.rr.com>

Thu, Apr 20, 2017 at 4:49 PM

To: klj@portlandmaine.gov

Dear Ms. Jones:

Thank you for your letter dated March 13, 2017 informing me that my term as a Civil Service Commission member will expire on June 30, 2017. Please be advised that I am seeking re-nomination to that position. It would be an honor to continue to serve the citizens of Portland in that capacity.

My education and experience include the relevant areas of organizational development, human resource management, labor relations, recruitment and retention. I enjoy serving on panels that interview candidates for entry level and promotional Public Safety positions. The citizens of Portland deserve to be protected by employees that are dedicated, passionate and competent. Each employee deserves to have co-workers that exhibit the same qualities. My perspective helps fellow panelists identify people that possess such qualities. Avoiding group think in the selection process is a consistent goal when seeking people with the qualities to perform the duties associated with the jobs the City of Portland seeks to fill.

I am having computer issues that have precluded construction of an updated resume. I respectfully request that the resume that you have on file be used to assess my knowledge, skills and abilities. It should be pointed out that, if re-appointed, my eligibility to serve on the Civil Service Commission will expire next year because of term limits. Hence, it would not be possible to complete an entire 3 year term. I will continue to demonstrate an unwavering commitment to maintain the basic principles of the merit system for the duration of my term.

Thank you for your assistance and consideration. I look forward to hearing from you.

Sincerely,
Alan Freedman
164 Caleb Street
Portland, ME. 04102
al33@maine.rr.com
207-541-9329

184 Caleb Street
Portland, ME. 04102

Phone: (207) 541-9328
E-mail: al33@maine.rr.com

Alan Freedman

Self Employment

Real Estate and Construction

- Residential renovation
- Property management
- Residential sales

Municipal Fire Department Experience

Fire Department, Brookline, MA

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

Education

MPA, Western Carolina University

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

BS, Fire Science and Political Science, Boston State College

Selected Training and Certification

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

Community Activities

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

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

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

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

Publications

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

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

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

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

Katherine L. Jones
City Clerk
City of Portland Maine
City Hall
389 Congress Street
Portland, Maine 04101

March 14, 2014

Dear Kathy:

I am submitting my application for re-appointment to the Board of Commissioners of the Portland Housing Authority. I am completing my second five-year term, and this would be my third. The Housing Authority is in good condition, with an active and attentive Board, an able staff, properties in generally good condition, sound finances, and specific long range plans in hand.

We depend on funding from Washington for our operating budget and for long term capital projects. Currently, large reductions in federal funding are being proposed. While this is nothing new, we can't be complacent about the future.

Also, related to this, we are beginning to participate in the housing marketplace as project developers, as many housing authorities across the country are doing. This is a way of fulfilling our mission without requiring additional federal funding.

I am looking forward to serving for a third term if I were fortunate to be re-appointed.

Sincerely,

Tom Valteau
65 Rockland Avenue
Portland, Maine

RESUME

THOMAS F. VALLEAU
65 ROCKLAND AVENUE
PORTLAND, ME 04102
772 6868
tvalleau@maine.rr.com

Born: Elizabeth, NJ, 1936

Education: BA, University of Colorado, 1964

Married: Two adult daughters

Occupation: Executive Director, North Atlantic Ports Association

Employment: US Department of Housing and Urban Development
1965 - 1969

Executive Director, Portland Urban Renewal Authority
1970 - 1977

Deputy City Manager, Portland, Maine
1977 - 1980

Director of Transportation and Waterfront, Portland
Maine 1980 - 1998

Current civic:

Board of Directors: Portland Housing Authority
Board of Directors: Portland Fish Exchange

*Roger K. Berle
Seven Reamer's Road
Cliff Island, Maine 04019*

March 21, 2017

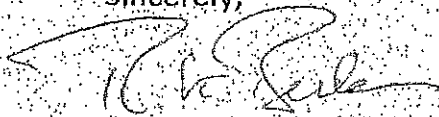
To Whom It May Concern:

I am interested in applying for a position on the Portland Land Bank Commission. While I am currently the Portland Trails non-voting representative to the Land Bank, I served as a voting member from its origination in 1999 through 2008 and was Chair from 2000-2008, when I was term-limited off.

Outside of my family and business lives, I have dedicated my life for over four decades to island, conservation and environmental issues and initiatives. My several nonprofit roles and commitments intersect with each other in multiple ways and provide valuable relationships and synergies.

My continuing interest in and focus on open space issues and opportunities in the City of Portland impels me to once again apply for a full, voting member position on the Land Bank Commission. In addition to continuing to provide institutional memory, I have developed a thorough knowledge of open spaces within the City. Finally, I have been an island resident within the City for almost fifty years and can uniquely provide the current Commission with comprehensive knowledge of the landscape on the City's islands.

Sincerely,



Roger K. Berle

(207) 712-8365
<rkberle@msn.com>

Resume

Roger K. Berle

Phone: (207) 712-5565

Residence: 7 Reamer's Road, Cliff Island, Maine 04019

Mainland Office: 11 Oasis Landing, Falmouth, Maine 04105-1649

Born: January 12, 1943 in Dedham, Massachusetts 02026

BA, Bowdoin College June 1966; MBA: Boston University June 1971

Occupations:

2005-present: Writer

1971-2005: Contractor/Owner, Finestkind Builders EPD, Inc. Cliff Island, ME

1968-1971 Marine Sales, Onset Bay Marina, Onset, MA

1966-1968 Marketing Rep, Atlantic refining Co., Boston, MA

Organizations:

2007-2016: Southern Maine Conservation Collaborative, Founding President

1982-present: Oceanside Conservation Trust of Casco Bay; current President

2003-present: Maine Islands Coalition, Founding Co-Chair

2007-present: Maine Conservation Voters, Board Chairman

2005-present: Friends of Fort Gorges, Board President

2002-present: Portland Trails, Advisory Trustee; former President

2013-present: Sustainable Cliff Island, Founding Director, Treasurer

1977-present: Cliff Island Corp for A.C.E., Board Chair, Founding President

1971-present: Cliff Island Community Memorial Fund, Founding President

1999-present: Portland Land Bank Commission, former Chair 1999-2008

To whom it may concern:

My name is Steven Morgenstein. I am interested in applying for the vacancy on the Land Bank Commission. For the past 9 years I have served on the Parks Commission. I am a retired teacher who taught in the city of Portland for 39 years. I am interested in the position because I am committed to the protection and expansion of public open spaces in the city. Parks, and open space add so much to the beauty and livability that makes Portland a great city to live in.

Steven Morgenstein

STEVEN MORGENSTEIN

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

Education

Southern Connecticut State University- New Haven, CT 1976

- Master of Arts- Special Education

University of Connecticut- Storrs, CT 1972

- Bachelor of Arts-Political Science
- Minor- History

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

Work Experience

Hershey's Candy, Retail Sales Merchandiser 2014-2017

- Sell and service accounts at convenience stores in southern and central Maine.

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

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

Additional roles included:

- **Title 1 math consultant:** Supervised the delivery of mathematic instruction to elementary and middle school students. Worked with small groups of students to remediate math deficit. Developed strategies for teachers to improve their skills in the presentation of mathematic concepts.
 - **Building Pupil Evaluation Team Coordinator:** Lead a team of teachers to develop an appropriate educational plan for students with special needs. Tested students to get base line data in mathematics and reading. Conducted meetings with up to 15 professional personnel and parents that met state regulations for placement and followed the rules of confidentiality. Supervised the delivery of services to students after meetings were conducted.
 - **Building Technology Coordinator:** Directed the use of technology at King Middle School in Portland, a school of 550 students and 70 professional staff. Managed 1to1 computing in a building with over 600 devices. These devices include networked PC desktops on a Windows platform, MacBook laptops, and I pads. Responsibilities Included: supervision of educational technicians, management of a data base with our inventory of computers, orientation for new users, trouble shooting a repair of problems, managing a wireless network, yearly reimaging of laptops to reflect software changes, introducing new software to faculty and students, maintaining accounts on the school network, and administering a self- insurance plan to cover breakage and theft.
 - **Soccer and Tennis coach:** Provided instruction to middle school students in 2 sports for over 30 years. Organized and supervised practice. Worked with high school coaches to provide a feeder system for athletes moving up Portland's high school programs
- LL Bean, Freeport, ME, Telephone Representative 1997-2004**
- Received inbound phone calls during the holiday season. Created accurate orders for customers. Utilized paper and internet resources to convey information concerning items. Aided customers who needed assistance with concerns on previous orders.

Community Involvement

- **Little League Softball Coach-** Little League East 1987-1993
- **Soccer Coach-** Portland-Shinagawa Sports Exchange 1994- Coached a boy's soccer team that travelled to Shinagawa, Japan to compete against Japanese soccer teams.
- **Building Committee -** Ocean Avenue Elementary School Portland, ME. 2010-11 Participated in the planning of the construction of a new elementary school in Portland.
- **Parks Commission-** Portland 2007-17 Collaborate in the management of the parks and open space in the city of Portland with city officials.
- **Medicare Counselor-** Southern Maine Agency on Aging

STEVEN MORGENSTEIN

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

Education

Southern Connecticut State University- New Haven, CT 1976

- Master of Arts- Special Education

University of Connecticut- Storrs, CT 1972

- Bachelor of Arts-Political Science
- Minor- History

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

Work Experience

Hershey's Candy, Retail Sales Merchandiser 2014-2017

- Sell and service accounts at convenience stores in southern and central Maine.

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

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

Additional roles included:

- **Title 1 math consultant:** Supervised the delivery of mathematic instruction to elementary and middle school students. Worked with small groups of students to remediate math deficit. Developed strategies for teachers to improve their skills in the presentation of mathematic concepts.
 - **Building Pupil Evaluation Team Coordinator:** Lead a team of teachers to develop an appropriate educational plan for students with special needs. Tested students to get base line data in mathematics and reading. Conducted meetings with up to 15 professional personal and parents that met state regulations for placement and followed the rules of confidentiality. Supervised the delivery of services to students after meetings were conducted.
 - **Building Technology Coordinator:** Directed the use of technology at King Middle School in Portland, a school of 550 students and 70 professional staff. Managed 1to1 computing in a building with over 600 devices. These devices include networked PC desktops on a Windows platform, MacBook laptops, and I pads. Responsibilities included: supervision of educational technicians, management of a data base with our inventory of computers, orientation for new users, trouble shooting a repair of problems, managing a wireless network, yearly reimaging of laptops to reflect software changes, introducing new software to faculty and students, maintaining accounts on the school network, and administering a self- insurance plan to cover breakage and theft.
 - **Soccer and Tennis coach:** Provided instruction to middle school students in 2 sports for over 30 years. Organized and supervised practice. Worked with high school coaches to provide a feeder system for athletes moving up Portland's high school programs
- LL Bean, Freeport, ME, Telephone Representative 1997-2004**

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

Community Involvement

- **Little League Softball Coach**- Little League East 1987-1993
- **Soccer Coach**- Portland-Shinagawa Sports Exchange 1994- Coached a boy's soccer team that travelled to Shinagawa, Japan to compete against Japanese soccer teams.
- **Building Committee** - Ocean Avenue Elementary School Portland, ME. 2010-11 Participated in the planning of the construction of a new elementary school in Portland.
- **Parks Commission**- Portland 2007-17 Collaborate in the management of the parks and open space in the city of Portland with city officials.
- **Medicare Counselor**- Southern Maine Agency on Aging

WILLIAM J. MANN

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

Via e-mail to klj@portlandmaine.org

April 19, 2017

Chairman, Appointments Committee
Portland City Council
City of Portland
c/o Katherine Jones, City Clerk
City Hall, 389 Congress Street
Portland, Maine 04101

RE: Portland Land Bank Commission - Board Service Opportunity

Ladies and Gentlemen,

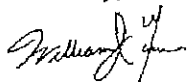
Please accept this electronic letter and the attached copies of my Résumé, Summary of Education and Community Involvement as my application / request for consideration for reappointment to the City of Portland Land Bank Commission.

I have enjoyed my time on the Land Bank Commission and believe that my background in Banking, Finance, and Economic Development provide me the necessary skills and experience to continue making positive contributions to the Commission, the City of Portland, and allows me to give something back to my community.

I have been privileged to be a citizen & resident of this community for most of my adult life and it is an honor and pleasure to be able to be of service to our City. With the support of the City Council I look forward to continuing my service to the City. I would be more than happy to meet with the Appointments Committee to discuss my continued desire to serve.

You may reach me by phone at: 207-831-0700 (Cell), 207-797-6001 (home) or e-mail at: billihelp@gmail.com. I thank you for your consideration.

Sincerely,



William J. Mann

Electronic Enclosure - 01 01 17 Resume of William J. Mann

WILLIAM J. MANN

90 Roaring Brook Road • Portland, ME 04103 • (207) 831-0700 or (207) 797-6001 • bill@help@gmail.com

QUALIFICATIONS

Collaborative Leader, Mentor & Educator - Strong track record of talent attraction, retention, development, and teaching

Creative Problem Solver - Capacity to quickly assess, make decisions, and resolve complex challenges

Negotiator & Mediator - Ability to negotiate/mediate effectively with diverse groups to develop win-win outcomes

Deal Maker - 30+ years of economic development and commercial banking experience structuring deals ranging in size from \$10k to \$50MM

Business Developer - History of top business development performance

Financial Analyst - Proven expertise in financial statement, credit, and bankruptcy analyses

Marketer - Self-motivated marketer able to gear presentations to audience to maximize impact on audience

RELEVANT EXPERIENCE & ACCOMPLISHMENTS

New Business and Economic Development

- As the Economic Development Director for the City of Saco, Maine I lead the City's day to day economic development efforts. I work closely with my colleagues in the City, our Economic Development Commission, City Council and Mayor; as well as other organizations in the City, region and State, to facilitate a business environment that is welcoming, user-friendly, and helpful to businesses and entrepreneurs that are here or considering Saco for relocation or expansion. Principal activities include: business engagement/retention, recruitment, community engagement and marketing.
- Owned and operated part-time consulting practice commercial loan brokerage, business plan development, strategic counseling in workout/turnaround situations litigation/deposition preparation, and the oversight of building / construction permitting for new commercial and residential buildings (deal size range \$50K to \$6.5MM).
- Acted as senior lender for southern Maine mortgage brokerage firm assisting clients in mortgage planning for purchase, refinance of consumer residential & investment properties, and structuring and placement of commercial loans with community, regional, and national lenders.
- In 2010 developed new and grown existing deposit relationships with governmental, not for profit, and business and individual clients totaling in excess of \$60 million net new dollars (in excess of 10% total organizational deposits). Notes: Annual individual deposit growth goal was set at \$8 million dollars for 2010 by employer; also referred more than \$25 million in commercial loans (more than 2 times annual regional lending goal).
- Grew small business loan portfolio of regional bank in southern and central Maine from \$8.0MM to \$22.0MM in 2.5 years, with average deal size of \$300,000+/-.
- Doubled the size of central Maine economic development agency community loan portfolio in 1 year, from \$6.0MM to \$12.5MM by partnering with local banking institutions and increasing the marketing effort; while at the same time reducing annual financial support from the budgets of our two municipal partners budgets by 50%.
- Developed infrastructure and credit enhancement Tax Increment Financing (TIF) proposals for several economic development projects in Portland and Auburn, resulting in the retention of largest manufacturer in Auburn, and the creation of 100+ new jobs with full benefits. Retention/expansion of businesses in Portland with new job creation.
- Coordinated Lewiston/Auburn's joint economic development and business marketing activities through participation in local, regional, and national economic development tradeshows. Established the highly successful Androscoggin Business to Business Trade Show.

Negotiation and Communication

- Advocated for the largest credit enhancement TIF ever approved in Saco - the Tax Increment Financing credit enhancement for the Saco Island redevelopment.
- Featured speaker at a variety of business groups/forums on the topics of business: planning, growth, and financing.
- Presented bank and economic development loan proposals to various loan committees and Boards of Directors on a regular basis.

- Analyzed and structured mortgage solutions to meet the residential purchase, refinance/restructure needs of mortgage banking clients primarily in southern Maine but have also done several Massachusetts Mortgages thru affiliation. Deal sizes ranging from \$65,000 to \$6.5MM.
- Have taught undergraduate accounting courses and seminars with a focus on Financial Accounting.
- Managed the consensual restructuring of \$24MM (40%) of all business loan relationships of southern Maine community bank resulting in retention of all desired business relationships and an improvement in asset quality from a level subject to severe regulatory criticism to a level rated on a par with the best performing peers of the institution.
- Assumed responsibility of loan portfolio with several commercial real estate loans in the process of foreclosure; developed solutions which eliminated foreclosure in 80% of these situations with no loss to bank.
- Restructured several commercial banking relationships with credit enhancements from various guarantee agencies (SBA, FAME and Rural Development) allowing bank to increase loan portfolio to these existing clients while decreasing absolute level of risk exposure.
- Handled workout of pools of commercial real estate assets ranging from individual building to entire development complexes in varying stages of development. In some cases restructured and returned to Performing status in others liquidation often consensual - occasionally not - to maximize return to institution and minimize losses for all parties involved.

Financial Management, Analysis and Research

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

WORK HISTORY

Economic Development Director, City of Saco, Maine, Saco, ME (December, 2014 - Present)

Adjunct Faculty-Accounting, University of Southern Maine, Portland, ME (Jan. 2012 - May, 2015)

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

Senior Lender, Barton Mortgage Corporation, Portland, ME (Nov. 2010 - Dec. 2014)

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

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

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

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

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

- VP and Senior Account Executive - Business & Entrepreneurial Services Group (1996 - 99)
- VP Team Leader - Managed Assets Division (1991 - 94)
- Various positions of increasing responsibility (1982 - 91)

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

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

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

EDUCATION AND TRAINING

WILLIAM J. MANN

90 Roaring Brook Road • Portland, ME 04103 • 207-797-6001 • wjmann1@maine.rr.com

EDUCATION, LICENSING AND COMMUNITY INVOLVEMENT

Education & Training

University of Southern Maine - School of Business
Master of Business Administration (MBA) - Finance and Marketing concentrations - 2004
Master of Science in Accounting (MSA) - 2002

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

Williams College, Williamstown, MA - 1986
New England School of Banking - Honors Graduate - Top 10% of class.

The George Washington University, Washington, D.C.
Columbian College of Arts & Sciences
Bachelor of Arts in Political Science - 1982

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

Institute for Civic Leadership - Sigma Class Graduate

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

Publications and Seminar Presentations

Have written manuals and presented numerous workshops focusing on credit, the lending process, business plan development and "Problem Loans" including presentations to the following groups:

- Service Corp of Retired Executives (S.C.O.R.E.)
- City of Portland, Department of Economic Development
- Maine Association of Nonprofits
- Women's Forum, Institute for Family - Owned Business, University of Southern Maine
- Maine Real Estate & Development Association (MBREDA)
- Maine Municipal Association (MMA)

Partial Listing of Community Activities/Affiliations

Current

Saco Main Street - Board Member
Southern Maine Regional Planning Commission - Executive Committee Member
Biddeford-Saco-Old Orchard Beach-Waterboro Chamber of Commerce - Ex Officio Board Member

Prior

Univ. of Southern Maine, School of Business - Alumni Association, Board President, Portland, Maine
Univ. of Southern Maine, Faculty Senate - member, Portland, Maine
Chamber of Commerce of the Greater Portland Region, Portland, Maine - member
School Board Vice Chair & Finance Committee Chair - St. Patrick's School & Church, Portland, Maine
Fundraising Chair - Rebuilding Together Greater Portland (aka Christmas in April), Portland, Maine (1998 - 2004)
Program Chair - University of Southern Maine - Corporate Partners, Portland, Maine (1999 - 2004)
Advisory Board member - Lewiston /Auburn College - University of Southern Maine, Lewiston, Maine
Advisory Board member - Central Maine Technical College, Auburn, Maine
Board member - American Institute of Banking, Portland, Maine
Lended Executive - United Way of Androscoggin County, Lewiston, Maine
Member - Saco Island Advisory Council, Saco, Maine
Member - Maine Outdoor Adventure Club, Portland, Maine

4/4/2017

City of Portland Mail - Portland Development Committee - 1 position



Katherine Jones <klj@portlandmaine.gov>

Portland Development Committee - 1 position

1 message

Ovid Santoro <ovid@ovid.net>
To: Katherine Jones <klj@portlandmaine.gov>

Tue, Mar 28, 2017 at 9:15 PM

Dear Ms. Jones

I saw this posting and would like to apply:

Portland Development Committee - 1 position

Responsibilities: Institute economic development programs in Portland, with particular emphasis on the Downtown area, to insure compliance to City's goals, objectives and requirements. Review loan and underwriting applications for financing programs.

Qualifications: Some or all of the following experience is required: commercial financing, small business operations, commercial real estate, marketing, and have an interest or be active in economic development. 6 members must be either residents of, property owner in the City of Portland or have an ownership interest in a business that has its principal office in the City of Portland.

I currently serve on the Police Citizen Review Subcommittee (Civil Service Commission).

Attached is my CV.

My relevant experience, in summary, is that I was an investment banker for over 25 years in New York and London where I started and had global oversight to the Private Equity Commitment Committee, which reviewed, approved, and oversaw all of Deutsche Bank's investment in private equity and venture capital companies and funds. I started and had global responsibility for the bank's venture capital business, where we made almost 50 investments during my tenure.

Earlier in my career I ran the non-US subordinated loan business at a major investment bank.

In addition, I am currently the founder of two software companies, both based in Portland.

I am a former Top Gun Mentor at the Maine Center for Entrepreneurial Development. I'm also a former board member of the Camden Conference.

Over the years I have been an advisor and investor to many early stage companies, and currently am a board member of two startups, one in Los Angeles and the other in Palo Alto, CA.

I live in Portland with my wife and daughter.

I'd love to serve on this committee.

Thank you.

Sincerely,
Ovid
22 Carroll St.
Portland, 04102
917-528-1188

Ovid Santoro

22 Carroll St.
Portland, ME 04102
1-917-528-1188
ovid@ovid.net

Current Activities

Crushroom, Inc., Portland, ME

August 2014 to Present

Chairman of Board of Directors, President

Technology design and development company. Company is developing app and services for 'social music', combining music, social networking, and messaging.

SurfCast, Inc., Portland, ME

January 2000 to Present

Chairman of Board of Directors, President

Design computer operating system technology (UI / UX). Co-inventor of seven issued and one pending patent. Guide strategy as plaintiff in Federal suit *SurfCast v. Microsoft*.

Valence Partners, Portland, ME

2000 to Present

Advise on strategic planning, financial strategy, M&A. Clients have included: *Deutsche Bank, Warner Music Group, Island DefJam Music Group*, several venture capital funds, and growth-stage companies such as *RelishMix* and *Metis Biosciences*.

Past Experience

Deutsche Bank AG, London

Consultant to Alternative Capital Group Global Markets

Q1 2006 to Q2 2007

Responsible for originating new business, specifically principal investment and financing transactions.

Consultant to Corporate Investments Division

January 2000 to January 2002

Held board seats for *Deutsche Bank* in several companies, and assisted the bank in managing its alternative investments.

Former board member of *Airspan Inc. (NASDAQ)*, *Orchestream Ltd (LSE)*, *Cybersafe Inc.*, and *Cocom A/S* (acquired by *Cisco*).

Global Head of Principal Investment Group

April 1997 to January 2000

Chairman, Private Equity Commitment Committee

Chairman, DB (UK) Finance PLC

Managing Director, Head of Private Equity Capital Markets Group

Founded and managed the Principal Investment Group that invested the bank's own capital in alternative investments, primarily direct venture capital investments throughout the world with a focus on IP-centric investments in technology, media, and pharma / biotech. Reported directly to Chairman of Global Corporate and Investment Banking.

Established and managed the bank's first firm-wide Private Equity Commitment Committee responsible for all procedures and approvals of alternative equity investments for the investment banking, global markets, and equities divisions.

Responsible for the bank's global 'Private Equity Capital Markets' business, which originated, structured, and syndicated private equity transactions (primary and secondary placements of private securities for private companies), and raised capital for alternative investment fund managers (such as *Cinven* and *Hermitage Capital*).

Selected Principal Transactions: AIC (Advanced Integration Company), Airspan, Antigenics, Atmosphere Networks, Cocom, Color Kinetics, Cybersafe, Digital Broadcasting Company, Gemplus, Genome Pharma Corp. (GPC), Global Photon, IFS (Int'l Financial Systems), Medigene, Monterey Design Systems, Orchestream, Pluris, Sequenom, Tecoplan, Transmeta, Verdicom, WorldStreet, Xacct, Xaim.

Selected Advisory Transactions: Dr. Ing. h.c. F. Porsche AG, Lundbeck, Bertelsmann, Birla AT&T, Nokia.

Valence Partners, London

May 1993 to April 1997

Principal

Advised on financial strategy and strategic planning. Clients included: Intel Capital, Warner Interactive Entertainment, Reuters, Argonaut Software, Virgin Megastores, Govt. of Singapore Investment Corp., Turner Broadcasting (CNN), McKinsey & Co., and several family offices.

Credit Suisse First Boston Ltd., London

May 1991 to April 1993

Director, Private Equity Investment Banking

Responsible for the international (Europe and Middle East) private equity investment banking business, including: origination, structuring, execution, and distribution of equity private placements and alternative investment funds, as well as secondary placements of private minority shareholdings (including funds).

Lehman Brothers, Inc., London

May 1989 to March 1991

Director, International Product Manager - High Yield and Mezzanine Finance

Managed international (non-USA) high yield sales, trading and syndication. Responsible for the origination, execution, and distribution of mezzanine finance and private equity placements in Europe and the Middle East. Responsible for trading book of illiquid securities such as high yield bonds, senior and mezzanine loans, private placements, and private equity shareholdings.

Drexel Burnham Lambert Inc., New York

August 1986 to January 1989

Salesman, Private Placement Group

Marketed and distributed private placement financings of senior and subordinated debt, bridge loans, private equity, and fund participations to an international client base. Graduated first in class (with Honors) from the 18-month Intensive Sales Training Program. Top producing salesman of all new salesmen in 1988.

Miscellaneous Experience

WKCR-FM (89.9), New York

Sept. 1983 to Nov. 1986

Board Member, Director of Publicity, and On-air programmer (DJ)

Oversaw station operations and administered annual budget of approx. \$500,000. Programmer for innovative nightly music programme, "Transfigured Night".

CTV, New York

May 1984 to May 1986

Producer and Director

Creator and producer of 'Alternate Currents', a music television programme of live and studio performances, interviews and feature segments, broadcast weekly in New York City on *Manhattan Cable Television* (Warner Cable) and *Group W* (Westinghouse). Oversaw Columbia's undergraduate television station, which had several shows and administered annual budget of over \$250,000.

The Mix Club, Hollywood, CA

May 1984 to May 1985

Managing Partner

Founded and managed concert promotions business, which was a financial success and helped launch the careers of several platinum-selling recording artists. Achieved local critical acclaim ("Best New Club", *L.A. Weekly*, "Best Club", *Los Angeles Magazine*). Performers included: Ice-T, Fishbone, Run DMC, Grand Master Melle Mel and the Furious Five, The Red Hot Chili Peppers.

RAI Corporation, Los Angeles, CA

June 1982 to Dec. 1982

Producer and Assistant Director

Produced a series of documentaries for Italian television about the entertainment industry.

M&M Oil Services, Lafayette, LA

Jan. 1982 to May 1982

Roustabout. Pick-up and lay-down oil field services for on-shore drilling operations.

Writer and Editor

The Red Herring magazine

1994 - 1997

European Editor, Featured Columnist

CNBC Business News, 'Future File', 'Media Report'

1995 - 1999

Contributing Editor, Featured Commentator

Dow Jones' EBN (European Business News) 'Media Report'

1994 - 1995

Contributing Editor, Featured Commentator

Education

Columbia University, New York, NY

1986

BA, Creative Writing

Bennington College, Bennington, VT

1980 - 1982

Concentration in Photography

Sotheby Parke-Bernet, Los Angeles, CA

1981

Internship Program.

Studied with: Claude Fredericks, Alvin Feinstein, Ben Bellitt, Arturo Vivante, Spalding Gray (teaching assistant), Bernard Malamud, Sylvère Lotringer, and Umberto Eco



Katherine Jones <klj@portlandmaine.gov>

Application for Parks Commission Position

1 message

Michael Mertaugh <michaelmertaugh@gmail.com>
To: klj@portlandmaine.gov

Fri, Mar 31, 2017 at 10:24 AM

Dear Appointments Committee Chair,

I have served as an at-large commissioner on the Portland Parks Commission for the past three years, and would like to apply to serve an additional three-year term. My CV is attached.

I believe that my professional training and experience as an economist provides a perspective which is valuable to the Commission's work. As chair of the Commission's Finance Committee, I helped introduce an objective priority ranking process to guide the Commission's review of budget proposals for parks and open spaces. I am also working with other Commission members to explore impact-fee financing and other sources of financing to improve maintenance standards for Portland's parks and open spaces.

Another interest that I would hope to pursue if I am selected to serve an additional term is view protection for Portland's parks and open spaces, building on the positive experience with Fort Sumner Park. To support that effort, I reviewed Portland's individual park master plans to document how views and scenic vistas are treated as character-defining features of those parks. I also helped document the lessons of experience in view protection in other communities, and shared that information with Planning Department staff.

Beyond these specific interests, I am particularly interested in representing the needs of Portland's parks and open spaces that may not be adequately reflected in ongoing advocacy efforts. The city is blessed with advocacy groups for many of Portland's parks and open spaces, and there are vocal advocates for Portland's various active recreational facilities. But I have a concern that public advocacy on behalf of these facilities may at times detract attention and resources from the ongoing maintenance needs of Portland's other parks and open spaces that many Portland residents tend to take for granted. Portland's extraordinary park legacy did not just happen. It is the result of the efforts of dedicated park advocates over more than a century. I see the Parks Commission as playing a vital role as stewards of that precious legacy.

Sincerely yours,

Michael Mertaugh

 **CV - March 2017.doc**
47K

CURRICULUM VITAE
(March, 2017)

NAME: Michael MERTAUGH

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

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

MARITAL STATUS: Married, three children, three grandchildren

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

LANGUAGES: English, native; French, fluent

VOLUNTEER ACTIVITIES:

- Parks Commission, Portland, Maine (2014-present)
- Board member, Friends of Evergreen Cemetery (2013-present)
- Board member, Greater Portland Landmarks (2013-2016)

WORK EXPERIENCE:

December, 2007 – present:

I retired from the World Bank in November, 2007 upon reaching the mandatory retirement age of 62. I am now a consultant on education economics. Among the consultancies I have carried out since then are the following: At the request of the Hungarian Government, I prepared a policy note on higher education finance early in 2008 as an input to the public debate leading up to a national referendum on the introduction of student fees in higher education. During the first half of 2008 I prepared a background paper for the World Bank's Europe and Central Asia (ECA) region on the role of secondary education in meeting changing skill needs under the global economy as an input to a regional flagship study on changing skill needs in the ECA region. Between August and December, 2008, I prepared a policy paper on the Economic Benefits of Education Investments for the Bank's Education Network as an input to the December, 2008 Oslo *Education for All* Conference and a resource for education sector staff training programs in the education sector. In November, 2008, I

chaired a Quality Assessment of Lending Portfolio Review Panel for the World Bank's Quality Assurance Group (QAG), and in 2009 participated in three other QAG assessments. I also served as a member of the Education for All (EFA) Secretariat's review panel, and in that context participated in the September, 2009 review of Tajikistan's EFA application. I recently served as a member of the World Bank teams that worked with the governments of Latvia and Lithuania and with the IMF to determine the specific actions that are necessary to protect education programs under the financial recovery programs in those countries. This work included the development of recommendations on per-student financing of education in Latvia, which have since been successfully implemented. I recently carried out a consultancy with the World Bank's Independent Evaluation Group (IEG) on an assessment of how impact evaluation has affected the design and implementation of recent World-Bank-financed education projects. In 2013, I completed an Implementation Completion and Results Report (ICR) for the Egypt Secondary Education Enhancement Project, helped to develop a Youth Employability Project for USAID in Morocco, and prepared the ICR for the Employer-Driven Skills Development Project in Jordan. In 2014, I prepared the Implementation Completion Report for the Tunisia Second Higher Education Reform Support Project.

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

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

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

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

study of financing, coverage, and quality of basic education in Indonesia. The latter work provided the basis for a series of new projects in support of basic education in Indonesia.

In 1989, I moved to the Europe and Central Asia Human Development Department, where I have worked primarily on projects and analytical work in Central and Eastern Europe and Turkey. During this period, I have led a number of project appraisals and analytical work in the human development sector, and contributed the human-development-sector inputs to numerous tasks led by colleagues. I provided the labor-market and education program analysis for the Slovakia Country Economic Memorandum and Economic Recovery Loan, led the needs assessment and appraisal of the first Bank-sponsored education projects in post-war Bosnia, the Employment and Training Project in Turkey, and the 1998 Adaptable Program Loans for Basic Education in Turkey. I also contributed to the Structural Adjustment Loan for the Czech Republic, provided the analysis of education decentralization and finance issues for the Hungary Structural Adjustment Loan, and contributed to a number of Country Economic Memoranda, Country Assistance Strategies, Public Expenditure Reviews, and Poverty Analyses in the Europe and Central Asia Region. This analytical work included the analysis of education issues for the Turkey Women in Development Report and Turkey Living Standards Study, work on restructuring of education and training systems in Slovakia and Turkey, contributions to a regional conference on pension and social assistance policy, and contributions to the UNICEF International Child Development Centre regional monitoring report, *"Education for All?"*

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

I returned to World Bank headquarters in March, 2001, where I gradually handed over responsibility for management of the Turkey program to others, and took on new responsibilities in Eastern Europe and Central Asia. This work focused on issues of decentralized education finance and management, and education and poverty linkages. In 2001, I carried out the needs assessment for education reconstruction in Serbia and Montenegro, and contributed to the preparation of the Bank's first education project there. In 2001 and 2002, I provided the education chapters of the Public Expenditure Reviews in Bulgaria and the Kyrgyz Republic and the Uzbekistan Poverty Assessment, and led a sector study of Education Finance and Management in Romania. An important dimension of all four of these activities was assessing the problems arising from inconsistent roles and responsibilities of central and local

education authorities under decentralized finance and management of education, and recommending appropriate actions to address these problems. In 2002, I also contributed to the preparation of the Romania Rural Education Project and led a major policy report on education management and finance. Implementation of the recommendations of this report was supported under the Romania Programmatic Adjustment Loan. The same year, I assumed responsibility as the Human Development Program Team Leader for the Kyrgyz Republic. In that role, I led the human development inputs into the Kyrgyz Poverty Assessment, the National Poverty Reduction Strategy, the Governance Structural Adjustment Credit and Governance Technical Assistance Credit, and the Country Assistance Strategy. I also led the preparation of the Bank's first education project in Kyrgyzstan -- the Rural Education Project. This project complemented and built on the initiatives of other education donors in the Kyrgyz Republic. Among other things, it supported improvements in the financing formula for basic education, is developing performance incentives for teachers, and supported measures to build accountability of schools to local communities. I also led the analysis of education issues in the Kazakhstan poverty assessment and the Uzbekistan Public Expenditure Review. In 2004, I led a team that prepared the World Bank's new Education Strategy Paper, which synthesized the World Bank's global education strategy.

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

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

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

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

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

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

November 1968 – August 1970: Accounting Specialist, US Army

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

SELECTED PUBLICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

OLD PORT WOOL AND TEXTILE COMPANY

52 DANFORTH ST. PORTLAND MAINE

April 18 2017

Kathy Jones
City of Portland
City Clerk
Congress Street
Portland Maine 04101

Dear Kathy

Enclosed please find my resume for your consideration as you submit names and applications for the 2 open positions on the Parks Commission. As a resident for over 28 years I have come to love and respect our parks and open spaces where my husband and my children have found great joy and many happy times over the years. I understand the importance of preserving and protecting these beautiful places and so I am writing to ask that you consider me for appointment to the Parks commission.

As former City Councilor and liaison to the Parks Commission on behalf of the Council from 2009 through 2011 I thoroughly enjoyed being a participant working with the Public Services departments and with arborist Jeff Tarling as well as all of the other wonderful staff as they support the vision and mission of the City Parks and Open Spaces.

As you know I have long standing and good working relationships with elected officials, neighborhood leaders and the business community. My hope is that I would be helpful in finding balance as the city continues to grow and celebrate our parks.

Thank you in advance for your consideration and look forward to hearing from you.

Best wishes, Dory

Dory- Anna Richards Waxman
192 Stevens Ave
Portland Maine 04102 mermaidst@gmail.com 207-332-4634

RESUME and EXPERIENCE

Old Port Wool and Textile Company 2013 - present

Founded in May of 2013 OPWT is the re-creation of a business (Casco Bay Wool Works) that I built in 1992 and sold in 2003. Our new venture located at 52 Danforth Street in Portland we design, cut, sew and ship our handcrafted Maine made, 100% merino wool and cashmere, capes, shawls, jackets and blankets world wide. The 52 Danforth Street location is also home to our retail shop which is not only filled with our own products but with other fine clothing and accessories made by Maine textile artists, weavers and spinners.

In Good Hands 2007 - 2013

Community Organizer and outreach coordinator working on special projects relating to community development in greater Portland. Work included the West Commercial Street environmental cleanup project for Northern Utilities, the Maine State Pier development. I have worked as a liaison for the Portland Downtown District covering the Homeless Task Force recommendations and the street artist revisions, organizing neighbors to support the medium strip amendment as they move through the City Council process as well as the "Have a Heart, Give Smart" campaign with the PDD, Chamber and United Way.

Bayside Neighborhood Association 2005 -2008

Community Organizer building a diverse volunteer base (650 plus) to support the Bayside Neighborhood mission and vision. Grant writing, fundraising, management and creation of program initiatives including: Neighborhood Watch, Adopt-A-Block Pilot Program, Bayside World Fair and Market, Black Frame Art Show Sale, summer lunch and after school nutrition, art, music and reading enrichment programs.

YWCA-Family Center Young Parent Program 2004-2006

Prenatal educator working with at risk young parents and families. Prenatal through postpartum education, guidance and support. Tutoring youth for GED tests, parenting programs, life skills and mentoring young parents.

Congressman Tom Allen -

Portland Office Special projects coordinator- Voter File

Casco Bay Wool Works (CBWW) 1992-2003 Owner

Founder and owner of CBWW started in 1992. We sold a variety of fine handcrafted capes, blankets and other woolens world wide from our Portland Maine locations. Responsible for designing, manufacturing, marketing and selling fine woolens through mail order and retail stores located at 34 Danforth St. and 10 Moulton St. in Portland's Old Port.

Employed 12 full-time and seasonal employees. Honored by Maine Businesses for Social Responsibility and Cumberland County Child Abuse and Neglect Council for our community partnerships and supporting the prevention of child abuse throughout our state. Our advocacy of paid sick leave for employees was recognized nationally and state wide. CBWW was sold in 2003

Other : Maine Licensed Massage Therapist 1984 - Present

RELATED EXPERIENCE:

- State Senate campaign manager for Senator Jim Boyle
 - Portland City Councilor At Large 2008-2011
 - Portland Public Library Board member 2009 - present
 - Portland Fish Exchange
 - Portland Parks Commission
 - Portland School Committee 1995-1998 District 3

Volunteer/Community Service

- Task Force to Develop a Strategic Plan to Prevent and End Homelessness 2011-201
- Portland Public Library - Trustee and Board member - 2009 - Present
- Bayside World Fair and Market Co-founder / Organizer 2006-2009
- Portland Community Action - 1994-2000 Co - Founder and Executive Board Member
- Opportunity Maine - Founding member and Board of Directors 2004
- Portland Democratic City Committee - Chair 2000-2006

April 15, 2017

Zack Anchors
44 Waterville Street #1
Portland, Maine 04101

Appointments Committee Chair
389 Congress Street
Portland ME 04101

Dear Appointments Committee,

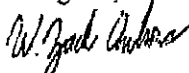
Please consider me as a candidate to serve on the city's Parks Commission. I am a long-time Portland resident, a board member of the Friends of the Eastern Promenade and a civically-engaged citizen with a passion for parks and other public spaces. I am excited at the prospect of helping the commission ensure that all of Portland's parks are vibrant, dynamic and well-maintained spaces that remain accessible to residents of all backgrounds.

Portland parks have long played an important role in my life and work. Five years ago I worked with city staff to launch my business, Portland Paddle, at the East End Beach area. A primary mission of the business was to allow Portland residents to tap into the incredible potential of the park for sea kayaking and other paddlesports. We designed our business with an emphasis on serving the local community, leading us to build strong relationships with other organizations that have a stake in the city's public spaces, including Friends of the Eastern Promenade, Friends of Fort Gorges, the Maine Island Trail Association and Ripple Effect. We have done our best, working closely with city staff, to make the park a more dynamic and cleaner space with greater opportunities for public recreation.

Promoting stewardship of public spaces and natural environments has always been a central focus of my work as a sea kayak guide, a business owner and a board member. Portland Paddle has sponsored or supported several cleanup events, including two at Fort Gorges in partnership with the city and the Maine Island Trail Association. Most recently I took the lead in organizing the Friends of the Eastern Promenade's April Stools Day community cleanup. Most importantly, I have educated thousands of clients about the importance of low-impact uses and environmental stewardship of the Maine coast's natural and public spaces.

I spend an enormous amount of time in Portland's parks – mostly notably the Eastern Promenade and Fort Gorges – and this has given me a deep understanding of the complex web of uses, stakeholders and regulations that characterize these spaces. In recent years I have drawn on this experience while serving on the city's East End Waterfront Access Project working group. I hope that serving on the Parks Commission will provide another opportunity to contribute my knowledge and love of the city's parks to public service.

Best regards,



Zack Anchors

ZACK ANCHORS - WRITER • ENTREPRENEUR • EDUCATOR • GUIDE

44 Waterville Street #1, Portland, Maine | 207-370-1496 | zack.anchors@gmail.com

ENTREPRENEUR

Owner and Co-Founder - Portland Paddle LLC (2013 - Present)

Founded a paddlesports outfitter with a mission to increase public access to Casco Bay and strengthen the paddling community in Southern Maine.

WRITER

Writer & Editor - The Writing Company, Portland, Maine (2008 - present)

Served as an editor and writer for a company that creates custom content for major companies and institutions in the world of finance.

Journalist -- Contributed as a freelance columnist, reporter and editor to dozens of publications, including *The Wall Street Journal*, *MaineBiz*, *CBS News Online*, *The Portland Phoenix*, *Drug Discovery News* and many others.

EDUCATOR

Instructor - *University of New Hampshire* (2014 - Present)

Taught undergraduate courses in U.S. history, including History of Early America and Environmental History of the U.S.

Instructor - *So. Maine Community College* (2010-2013)

Taught composition and literature courses.

GUIDE

Master Maine Guide, sea kayaking and recreation specializations

Wilderness First Responder, Wilderness Medical Associates

ACA-Certified Instructor, Coastal Waters Kayaking, Level 3

Trip Leader for dozens of wilderness expeditions, including a 50-day sea kayaking trip in Alaska in 2013.

COMMUNITY SERVICE

Board of Directors, Friends of the Presumpscot River (2015-Present)

Board of Directors, Friends of the Eastern Promenade (2016-Present)

EDUCATION

M.A., Literature, *University of British Columbia, Vancouver* (2010)

B.A., English (Honors) -- *University of Maine, Farmington* (2005)

Certificate in Documentary Studies - *Salt Institute, Portland, Maine* (2005)

Chelsea Malacara
21 Tremont St.
Portland, ME 04103
262-527-2767

Appointments Committee Chairman
c/o City Clerk
389 Congress Street
Portland ME 04101

4/20/17

Re: Parks Commission Member Position

Dear Appointments Committee Chairman,

I am applying for a position as member of the Parks Commission. I have been a resident of the City of Portland for three years and am currently finishing a Master's of Arts in Policy, Planning, and Management at the Muskie School of Public Service. I have several years of experience working with various park services around the country. I believe that the well-being of a city's green spaces is linked to the well-being of a community. It would be an honor to serve on the Parks Commission and work towards the City's vision for its parks.

Sincerely,

Chelsea Malacara

Chelsea Lynne Malacara

chelsea.foote@maine.edu

(262) 527-2767

EDUCATION

Muskie School of Public Service, Portland, ME Policy, Planning and Management M.A (Expected Graduation Fall 2017)

University of Southern Maine, Portland, ME Environmental Planning and Policy B.A.

Milwaukee Area Technical College, Milwaukee, WI Sustainable Facilities Operations Certificate (2013)

PROFESSIONAL EXPERIENCE

- 06/2016-present *Waste Reduction Intern*, City of South Portland's Office of Sustainability, South Portland, ME
Developing a solid waste reduction plan to meet the city's goal. Assisting with development and implementation of food waste collection pilot and other waste reduction-related projects. Granting writing and acquisition.
- 05/2015-02/2016 *Stewardship Coordinator*, Presumpscot Regional Land Trust, Gorham, ME.
Developed land management plans and coordinated volunteers
- 2013-2014 *Conservation Work Skills Instructor*, Nationwide, The Student Conservation Association, Charlestown, NH. Trained adults in sustainable trail design and construction skills
- Summer 2014 *National Conservation Crew Leader*, Ebey's Landing National Park, The Student Conservation Association, Coupeville, WA. Led youth in environmental stewardship projects and managed in-field administrative operations.
- 2011-2013 *Community Conservation Crew Leader*, The Student Conservation Association Milwaukee, WI. Led high school youth in conservation projects and instructed environmental education lessons

RESEARCH EXPERIENCE

- 09/2015-06/2016 *Undergraduate Research Assistant*, University of Southern Maine, Gorham, ME. Supervisor: Dr. Travis Wagner. Solid waste management and policy, research support. Topics: plastic bag bans, sustainability lesson plans
- 09/2015-04/2016 *Maine Policy Scholar*, University of Southern Maine, Portland, ME. Supervisor: Dr. Lisa Morris. Researched policy solutions to vernal pool conservation on private land in Maine and presented a policy memo
- 09/2014-05/2016 *Undergraduate Research Assistant*, Environmental Entomology Lab, University of Southern Maine, Gorham, ME. Supervisor: Dr. Joseph Staples. Developed USM Smart Forest plan for ecological monitoring through citizen science initiative.

PUBLICATIONS

- 2016 Malacara, C., Alix-Huber, S., and Pryor, M. Developing a solid waste management plan for the City of South Portland, ME. Thinking Matters Conference, April 22, 2016. Portland, ME
- 2015 Malacara, C. An outdoor classroom to improve the student experience. Thinking matters conference. April 24, 2015. Portland, ME
- 2015 Malacara, C. & Staple, J. On developing a smart forest site for environmental monitoring in real time. Maine sustainability and water conference. March 31, 2015. Augusta, ME

ACTIVITIES

- 09/2014-05/2015 Vice President of Environmental Science & Policy Student Group
- 09/2015-09/2016 President of Kappa Alpha Omicron

HONORS AND AWARDS

- 2015 Maine Policy Scholar Recipient
- 2014 USM STEM Scholarship Recipient
- 2014 L.L. Bean Scholarship Recipient received upon faculty nomination

April 20, 2017

To whom it may concern:

I would like to be considered for membership on the City of Portland's Parks Commission.

I have served on multiple Bayside neighborhood committees and worked with fellow citizens, organizations, city staff and officials, and contractors to plan, design, and fund the Bayside Trail. I have also served on the Tree Committee of the Bayside Neighborhood Association for many years and helped to identify tree sites throughout the neighborhood with the city arborist.

I have been on the board of the Bayside Neighborhood Association since its start in 1999 and have greatly enjoyed being involved in efforts to make our city more beautiful, safe, and healthy for all of us. I look forward to serving on the Parks Commission and contributing to its work to ensure that Portland's park are maintained and work well for the people who use them.

Sincerely,
Colette Bouchard

COLETTE BOUCHARD
18 Hanover Street
Portland, ME 04101
(207) 773-6787
Coletteb1821@gmail.com

Volunteer Work

2005 to 2011	<i>Served on the following Bayside Development Committee subcommittees organized by the City of Portland:</i> Bayside Open Space Committee Bayside Trail Committee Bayside Trail Fundraising Committee
2000 to present	Bayside Neighborhood Association Tree Committee
1999 to present	Secretary, Bayside Neighborhood Association
2014 to present	Periodically attend meetings of the Portland Pollinator Partnership

Employment

1997 to present	Perform administrative work for Goodwill Workforce Services, Goodwill Industries of Northern New England
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April 28, 2017

Katherine Jones
City Clerk
389 Congress Street
Portland, ME 04101

Re: Parks Commission Public-at-Large Position

Dear Katherine,

I am enthusiastically submitting my resume and this cover letter for consideration for one of the Public-at-Large positions on the Parks Commission. I recently became aware of the vacancies on the Commission and feel that my experience and commitment to helping to improve Portland's open spaces over the past two decades would be valuable to the Commission. I've reviewed your Annual Report from 2015-2016 and was reminded of the significant projects and accomplishments that have occurred (or are in progress) in recent years. It would be an honor to be a part of the Commission responsible for stewardship of Portland's Parks and Open Spaces.

I moved to Portland 20 years ago and began volunteering through the Maine Section of the American Society of Landscape Architects – my first project was planting trees with students at the Jack School on the East End! About 14 years ago, I began volunteering for Portland Trails with Laura Newman who was beginning to work with schools to encourage exploration of trails and natural playscapes to foster curiosity and alternative learning. The first trail was in the woods adjacent to Lyseth Middle School. One of the most compelling school projects that I helped to initiate was the Poet's Hideaway Garden at Longfellow School. Working with staff, students and Portland Trails, we turned a 12,000 sf paved area into a productive learning landscape that still surprises and inspires students and me each year! I developed a deep commitment to enriching outdoor environments for our youngest Portlanders through those early experiences and have continued to work with several schools over the years.

I am now assisting the Environmental Club at Deering High School on a planting plan for the entrance to their school (plants selected based on their school colors) and at Portland High School to create a vision for their courtyard. I have also recently had the pleasure of collaborating with the Friends of Evergreen and the City Staff on the Pilot Program creating a tree planting and rehabilitation vision for a portion of the historic core.

On the larger scale, I participated as a stakeholder in the Trust for Public Lands' Portland Open Space Vision and Implementation Plan in 2015 and I did have the opportunity to participate in the initial stakeholder workshops led by WRT for Congress Square Park. I have followed the progress of the park design and have a keen interest in the sculptural piece being developed by Sarah Szel

I currently serve on the Board for the Deering Center Neighborhood Association, the Maine Section of ASLA, Woodfords Congregational Church Council, Chair the Longfellow Elementary PTO Garden Committee and our family is a member of the Brentwood Farms Community Garden. And while I know the Community Garden is a controversial issue for some of the Board members, I respectfully take pride in working with staff, leveraging significant private funding, and bringing a diverse group of neighbors together to grow food.

Amy Bell Segal, Parks Commission Position

Some initial questions I have pertain to potential conflicts of interest that may arise but I assume Board member recuse themselves as needed during the course of their tenure. My office (Terrence J. DeWan & Associates) is hoping to continue to work on trailheads and connections associated with the Bayside Trail, consulting with staff on the Longfellow Arboretum, and is assisting the Planning Staff with an evaluation of the proposed rezoning for the Portland Waterfront Port Development Zone.

I am happy to answer any questions about the information provided and look forward to hearing back from you.

Sincerely,

Amy Bell Segal

15 Alba Street
Portland Maine
207-807-8092

Amybellsegal12@gmail.com



AMY BELL SEGAL RLA, ASLA

SENIOR ASSOCIATE | LANDSCAPE ARCHITECT

Amy's twenty four years of experience includes downtown master planning, urban design, recreation and trail planning, playspace design, urban agriculture, site planning for residential, commercial, and industrial properties, Shoreland Zoning permitting, construction management, scenic resources and visual resource assessments.

SELECTED PROJECT EXPERIENCE

Urban Design

GREENVILLE DOWNTOWN REVITALIZATION PLAN, *Greenville, ME.*

The Master Plan encourages infill and expansion potential, promotes connections to regional trail networks, improves walkability and pedestrian safety, capitalizes on the lakefront opportunities, promotes facade and signage improvement and considers needed infrastructure upgrades to support development. With The Musson Group and CES Inc.

WEST SIDE VILLAGE NEIGHBORHOOD AND MAIN STREET CORRIDOR LAND USE PLAN, *Bangor, ME.*

Plan to stabilize residential and commercial areas with streetscape improvements and improve connections to downtown, Waterfront Park, and neighborhood.

SOUTH END URBAN DESIGN PLAN, *Bath, ME.* Urban design plan to guide long term improvements in the South-End neighborhood adjacent to BIW.

Recreation Planning and Open Space

TANNERY SITE CONCEPT MASTER PLAN, *Camden, ME*

Concept Plan to guide the redevelopment of a brownfield site into a community park with space for a farmer's market, festivals, concerts, and an adventure playground along the Riverwalk Trail and Megunticook River.

BONNEY PARK, ANDROSCOGGIN RIVERWALK, RIVER PARK, MOULTON PARK RAIL TRAIL, AND LITTLE ANDY PARK, *Auburn, ME.* A series of linked open spaces along the Androscoggin River. Design, permitting, and construction management.

TOPSHAM PUBLIC LIBRARY, *Topsham, ME.* Prepared a Master Plan and cost estimate for library grounds, including a children's garden, memorial reception garden and performance area.

COMMERCIAL ST. EXTENSION IMPROVEMENT PLAN, *Bath, ME.* Master plan for multimodal development along the Kennebec River including a 1/2 acre riverfront park.

SKYLINE FARM, *North Yarmouth, ME.* Developed site improvement plan for access to renovated carriage museum, parking, trails, and horse arenas.

MEMORIAL TOWN GREEN, *North Yarmouth, ME.* Worked with town staff to develop a traditional green within the town center, including a bandstand, trees, pathways, and fairgrounds.

SCARBOROUGH PIER, *Scarborough, ME.* Worked with Harbormaster and NECS to create simulations for grant applications and NRPA permitting.

PROFESSIONAL LICENSURE

Maine Licensed Landscape Architect #2265
New Hampshire Landscape Architect #123
CLARB Certified

EDUCATION

BSLA Cornell University
Denmark International Study Program

SPECIAL TRAINING

- MaineDOT LAP Certified
- MeDEP Low Impact Development Stormwater BMP training
- Courses in ADA standards, Complete Streets, Sustainable Sites (ASLA LEED equiv)

PROFESSIONAL EMPLOYMENT

1992 - present Terrence J Dewan & Associates
Landscape Architects & Planners
Yarmouth, ME

1990 Summer Roger Trancik, FASLA,
Ithaca, NY

1988 - 1992 Bell & Spina Architects
Camillus, NY

AMY BELL SEGAL RLA, ASLA

SENIOR ASSOCIATE | LANDSCAPE ARCHITECT

BETTE'S PARK, Scarborough, ME. Worked with Town and Fire Department Staff to develop small memorial park in front of Fire Station honoring Bette's Diner who always welcomed staff during snow storms. Park includes granite diner stools and plantings.

Housing

ELLSWORTH WORKFORCE HOUSING, Ellsworth, ME. Site Planning and permitting for 47 unit work force housing intended to fill a critical need for affordable housing for those working in Ellsworth and the surrounding areas. Also prepared lighting, landscape, and pedestrian connection plans. With St Clair Engineering and Archtype, PA.

CROSS HILL SUBDIVISION, Cape Elizabeth, ME. Design and permitting for a 95 lot subdivision on 200 acres, with over 100 acres preserved as open space.

Interpretive Planning

HALLOWELL INTERPRETIVE TURNOUT, Hallowell, ME. MeDOT. Lead design team in production of construction documents for the first turnout to be installed along the Kennebec Chaudière Corridor. Site includes interpretive panels, railing, seating and paving, and landscaping.

KENNEBEC CHAUDIÈRE INTERNATIONAL CORRIDOR, Skowhegan to Popham, ME. MeDOT. Site plans for 10 interpretive turnouts along the lower 75 miles of the corridor.

KANCAMAGUS SCENIC BYWAY, White Mountain National Forest, Conway to Lincoln, NH. Preliminary Facilities and Interpretive Media Plan.

VISITOR INFORMATION CENTER, EVANS NOTCH RANGER DISTRICT, WHITE MOUNTAIN NATIONAL FOREST, Bethel, ME. Landscape design and informational kiosk for a new visitor information center.

VISUAL RESOURCE ASSESSMENT, RT. 27 Carrabassett Valley, ME. MeDOT. Visual resource assessment and improvements to one of Maine's Scenic Byways.

Scenic Inventory

SCENIC ASSESSMENT UPDATE, Maine Coastal Program. Created digital version of original scenic inventories for coastal regions and developed digital prototype for documenting and communicating new scenic inventories.

SCENIC ASSESSMENT, Lincolnville, ME. Worked with committee to inventory, analyze, and document town scenic resources based on SPO's Scenic Assessment Handbook (also authored by TJD&A).

PROFESSIONAL ORGANIZATIONS

Chairperson/Treasurer for the Maine Section of the American Society of Landscape Architects, 2002 - present

Consultant to Portland Trails Land Trust for the Schoolyard Greening Initiative, 1999 - present.

PRESENTATIONS

Welcoming Nature to a City or Town Near You. Maine Governor's Conference on Youth and the Natural World, Augusta, ME. 2008.

Presenter at Portland Trails Schoolyard Greening Conferences, 2010 - 2016.

AMY BELL SEGAL RLA, ASLA

SENIOR ASSOCIATE | LANDSCAPE ARCHITECT

Nature Based Playspaces & Urban Agriculture

TRINITY DAY SCHOOL, Portland, ME. Converted an outdated playground with limited space into a natural creative playscape for 1 to 5 year old children.

YMCA CHILDCARE CENTER, Portland, ME. Transformed a parking lot into a natural playspace for infants to 5 year old children.

LONGFELLOW ELEMENTARY SCHOOL, Portland, ME. Partnered with Portland Trails to convert an under-utilized courtyard into a lush learning garden. Worked with students to design and build a step garden amphitheater from an eroded slope.

LINCOLN MIDDLE SCHOOL, Portland, ME. Developed a Master Plan for the schoolgrounds to reflect the environmental stewardship ethic of the school. Assisted with the design and permitting for the "living classroom" (geodesic dome), solar panel garden, raised vegetable beds, and composting areas.

BREAKWATER SCHOOL, Portland, ME. Collaborated with educators, parents and students on the 'greenovation' of their playspace and an abutting City Park. The natural play environments encourage curiosity and learning for Early Childhood through Middle School.

TRIPLET PARK, Unity, Maine. Concept Plan for a park which memorialize the lives of three children and the Town's Fire Chief lost in a devastating fire. The park also helps educate the community about autism.

LYSETH ELEMENTARY SCHOOL, Portland, ME. First project for the Portland Trails Schoolyard Greening initiative. Worked with students and staff to develop a Master Plan for the schoolgrounds including a trail linking their school to the neighborhood.

BRENTWOOD FARMS COMMUNITY GARDEN, Portland, ME

Working with the Deering Center Neighborhood Association, designed and permitted community garden with 75 individual plots, 20 common share beds and community berry patches and orchard. Garden is managed jointly by City of Portland and the Association.

Historic Landscapes

EVERGREEN CEMETERY PILOT PROJECT, Portland, ME.

Working with Friends of Evergreen and City of Portland compiling maps with historic cemetery plot card information, City's GIS data, and current conditions to analyze potential locations for future replanting of trees within a portion of the historic core of the cemetery.

McC. 4-19-2017

LIN LISBERGER

29 Waterville St. #2
Portland, Maine 04101
April 18, 2017

Dear Katherine,

As an incumbent on the ~~Portland Public Art Committee~~, I am informing you of my intention to serve another three years on the committee. I am attaching my current resume and look forward to hearing from the Council Personnel Committee about an interview if that is necessary.

Regards,

A handwritten signature in cursive script, appearing to read "Lin", written in dark ink.

LIN LISBERGER

29 Waterville Street #2
Portland, Maine 04101
207-712-0955

lin.lisberger@gmail.com
www.linlisberger.com

SELECTED SOLO AND TWO PERSON EXHIBITIONS

- 2017 *The Space Between*, University of Rhode Island Main Gallery, Kingston, Rhode Island
- 2014 *Vessels*, Maine Jewish Museum, Portland, Maine
- 2013 *Un-Knotting*, 3fish Gallery, Portland, Maine
- 2011 *Knots and Strings*, 3fish Gallery, Portland, Maine
- 2009 *Bridges*, Two Point Gallery, Portland, Maine
- 2007 *Journeys*, 3fish Gallery, Portland, Maine
- 2005 *Expressive Figures*, 3fish Gallery, Portland, Maine

SELECTED GROUP EXHIBITIONS

- 2017 *Traverse/Texture*, Chazan Gallery at Wheeler, Providence, Rhode Island
- 2016 *The Portland Show*, Greenhut Gallery, Portland, Maine
- Sustenance in Artists' Books*, USM Center for Book Arts, Portland, Maine
- 2015 *Art in the Park 2015*, Elm Park, Worcester, Massachusetts
- 2014 *Sticks and Stones*, Common Street Gallery, Waterville, Maine
- 2013 *Prints: Breaking Boundaries*, CMCA at Portland Public Library, Portland, Maine

RESIDENCIES AND GRANTS

- 2015 Hewnoaks Artist Colony, Lovell, Maine
- 2014 Hambidge Center for Creative Arts, Rabun Gap, Georgia
- 2000 Fulbright Scholar finalist

EDUCATION

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

TEACHING AND WORK EXPERIENCE

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

COMMUNITY SERVICE

- 2011-present Member, Portland Public Art Committee
- Committee Chair 2013-2017
- 2010-present Volunteer in the kitchen at Florence House, Portland Women's Residence
- 1980-2010 Volunteer at Wayside Soup Kitchen



Appointments Committee Chairman
c/o City Clerk, 389 Congress Street
Portland ME 04101

April 28, 2017

Dear Selection Committee,

I write to express my interest in serving on the Portland Public Art Committee. As the Associate Curator of American Art at the Portland Museum of Art, I am enmeshed in the artistic life of Portland and would love to deepen my commitment to this city by working beyond the bounds of the museum. I admire the array of projects that the PPAC is involved with to bring art into the public sphere. I hope to work collaboratively with Committee members to continue this excellent work while also developing new partnerships and mapping out new directions for public art in Portland.

My participation in the PMA's multi-year initiative, *Your Museum, Reimagined*, over the last two and half years represented a unique opportunity to work with colleagues in developing new ways to serve our public and to expand the bounds of who that public might be. Through this reinstallation project, I learned much more about the great diversity of Portland and the pivotal role that the cultural sector can play in helping the wide range of groups who live here feel represented. If selected, I would work actively to ensure that PPAC projects represent Portland's diverse populations through the selection of artists, the nature of the works, and the location of new projects.

Outside of the PMA, I recently co-organized a series of community-based puppet-making workshops where members of the public assisted artists to create protest puppets that debuted at the March for Science. Organizing this project cemented my desire to continue investing in the artistic life of Portland beyond my role at the PMA.

I moved to Portland in December 2014, and my husband and I immediately fell in love with the city's energy and potential. We bought a home here last year and have established a strong community of friends and colleagues. Participation in the PPAC would allow me to invest more in a place that has done so much for my family.

I thank you very much for your consideration.

Sincerely,

Diana Greenwold
Associate Curator of American Art

83 Woodford Street
Portland, ME 04103

Diana Greenwold

Portland Museum of Art
7 Congress Square
Portland, ME 04101

dgreenwold@portlandmuseum.org

207-200-2156

April, 2017

EDUCATION

- 2016 Ph.D., History of Art, University of California, Berkeley
- 2011 M.A., History of Art, University of California, Berkeley
- 2005 B.A. with distinction, History of Art, Yale University

MUSEUM EXPERIENCE

- 2017 Associate Curator of American Art, Portland Museum of Art (present)
- 2016 Assistant Curator of American Art, Portland Museum of Art (1 year)
- 2015 Curatorial Fellow, Portland Museum of Art (9 months)
- 2014 Metropolitan Museum of Art, Douglass Fellow (1 year)
- 2011 de Young Museum, Consultant (2 months)
- 2007 Ralph Appelbaum Associates, Content Developer/Coordinator (2 years)
- 2006 Smithsonian American Art Museum, Curatorial Intern (1 year)

EXHIBITIONS

- 2017 Co-curator and catalogue essayist and editor, *The Haystack Mountain School of Crafts, 1950-1969*, Fall 2018
- Curator, *Model Citizens: Art and Identity in America: 1776-1830*, Fall 2017
- In-house curator, *Hans Hofmann: Works on Paper*, Summer 2017
- Co-curator, *Your Museum, Reimagined*, museum-wide reinstallation, Winter 2017
- 2016 Curator, *Of Whales in Paint: Rockwell Kent's Moby-Dick*, Fall 2016

- Curator, *Duncan Hewitt: Turning Strange*, Summer 2016
- 2015 Curator, *All that Glitters*, permanent collection installation
- Curator, *Object Matters*, permanent collection installation

PUBLICATIONS

- 2017 "'Ancient Designs Adapted to Modern Uses:' The Scuola d'Industrie Italiane, 1905-1927," article in process
- Book review, "Embroidered Stories: Interpreting Women's Domestic Needlework from the Italian Diaspora," *Italian-American Review*, in process
- 2016 "Where Things Can Grow and Will Grow:" Hans Hofmann in California, 1930-31"
Essay in the exhibition catalogue, *Hans Hofmann: Works on Paper*, Yale University Press
- 2015 *Highlights of the Portland Museum of Art*, co-author, Portland Museum of Art
- 2014 "Rambles in Old (and New) Boston: The Paul Revere Pottery's Historic Boston Tiles, 1910-1942," in *Craft & Modernity: Professional Women Artists in Boston (1890-1920)*
- "Allen Eaton's Arts and Crafts of the Homelands Exhibitions: 1912-1932,"
Contemporaneity

SELECTED AWARDS AND FELLOWSHIPS

- 2017 Hewnoaks Artist Colony resident, upcoming
- 2016 Association of Art Museum Curators Mentorship Program participant
- 2014 Douglass Foundation Fellowship in American Art, Metropolitan Museum of Art
- 2013 Jay D. McEvoy Jr. Fellowship, University of California, Berkeley (2009-2013)
- NEH Summer Institute in American Material Culture, Bard Graduate Center
- Schlesinger Library Dissertation Research Grant, Harvard University
- 2012 Craft Research Fund Dissertation Fellowship

SELECTED CONFERENCE PAPERS AND INVITED LECTURES

- 2017 "Collections as Assets for Inclusive Dialogue," panel co-chair, Association of Art Museum Curators Conference, New York
- 2016 "The Worlds They Made: Art and Social Experiments in Context," Black Mountain College Symposium
- "Women Modernists in New York," lecture, Portland Museum of Art
- 2015 "Parlor Games: Decorative Arts and the McClellan House, 1801-2015," Decorative Arts Trust Colloquium, Portland Museum of Art and the Decorative Arts Trust
- "Unbroken Thread: The Scuola d'Industrie Italiane, 1905-1927," University of Chicago, Neubauer Collegium Workshop
- "Following the Thread: Italian Renaissance and Revival Needlework at the Scuola d'Industrie Italiane, 1905-1927," College Art Association 2014
- 2014 "Lace Collecting and Philanthropy at the Metropolitan Museum of Art," The Ratti Textile Center, Metropolitan Museum of Art

SELECTED COMMITTEES AND PUBLIC SERVICE

- 2017 Judge, Bowdoin College senior thesis curator's prize, Bowdoin College
- Visiting Critic, Bowdoin College senior thesis projects, Bowdoin College
- 2016 Judge, Maine Crafts Association Master Craft Award
- Member of selection committee, Hewnoaks Artists Colony
- Reviewer, *Journal of Modern Craft*

*Order 275-16/17
Tab 6 6-19-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**New England Provisions, Co dba Old Port Lobster Shack. Application for a Class III & IV
FSE with Outdoor Dining on Private Property at 425 Fore Street Suite 500.**

Letter of Intent

Date: May 1, 2017

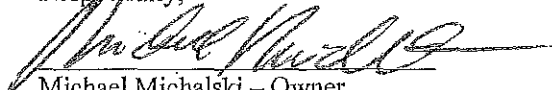
New England Provisions dba
Old Port Lobster Shack
425 Fore St.
Portland, Me 04101

TO: City of Portland
Honorable Mayor and Members of the City Council

Old Port Lobster Shack is respectfully applying for a business license to operate a Seafood Restaurant (Old Port Lobster Shack) on 425 Fore St. The proposed restaurant will be located on the same block where Five Guys Burgers and Gelato Fiasco are located - in the space of Helene M - a woman's apparel retail store. The restaurant will be family oriented with hours of operations between 11am ~ 9:30 PM. It will have sitting inside and outside, the outside dinning will be limited to 5-6 tables in the front of the store -- located on a private patio space. The current outside patio is approximately 20' long and 17' wide. The outside dinning will be closed during the winter months.

Thank you for your consideration.

Respectfully,



Michael Michalski - Owner
New England Provisions Co.
Dba/ Old Port Lobster Shack

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director
389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	OLD PORT LOBSTER SHACK Phone: 2074507755
Location Address:	425 FORE ST, #500, PORTLAND ME Zip: 04101
If new, what was formerly at this location:	HELENE M
Mailing Address:	67 ROYAL MEADOW DR. YARMOUTH ME Zip: 04096
Contact Person:	MICHAEL MICHALSKI Phone: 2074507755
Contact Person Email:	mmhsept19@earthlink.net
Manager of Establishment:	MICHAEL MICHALSKI Date of Birth: 4/19/1960 Phone: 2074507755
Owner of Premises (Landlord):	EAST BROWN COW MGMT.
Address of Premises Owner:	100 COMMERCIAL ST, PORTLAND, ME Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
NEW ENGLAND PROVISIONS, CO.		67 ROYAL MEADOW DR. YARMOUTH, ME 04096 Zip: 04096	
Contact Person:	MICHAEL MICHALSKI	Phone:	2074507755
Principal Officers	Title	Date of Birth	Residence Address
MICHAEL MICHALSKI	OWNER/PROP	4/19/60	67 ROYAL MEADOW DR. YARMOUTH, ME 04096
			→ 24 WATEREDGE DR, YARMOUTH, ME 04096
			↑ (After August 1, 2017)
			80 BEAR GULCH DR. BETOJA VALLEY, CA 94028

About Your Establishment

Class of Liquor License:	III & IV	
Type of food served:	SEAFOOD	
Please circle all that will be served:	☒ Beer ☒ Wine ☐ Liquor	
Projected percentage of sales:	Generated from Food: 80%	Generated from Alcohol: 20%
Hours & days of operation:	11:00AM ~ 9:30 PM	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y ☐ N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y ☐ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y ☐ N
Will you permit dancing on the premises?	☒ Y ☐ N
Will you permit dancing after 1:00 a.m.?	☒ Y ☐ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y ☐ N
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y ☐ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>July 30, 2017</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☒ Y ☐ N
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?	☒ Y ☐ N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	☒ Y ☐ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y ☐ N
If Yes, please explain:	

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

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

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

Signature *Michael Michalsic* Title OWNER / MANAGER Date 4/30/2017

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:

New Application? (Yes/No)

Renewal? (Yes/No) → If yes, are there any changes? (Yes/No)

Private Property? (Yes/No)

Historic District? (Yes/No)

Liquor License Required? (Yes/No) Permitting and Inspections Director Signature _____

OR Pending City Council Date _____ (D/M/Y)

Location Name: Old Port Lobster Shack

Address: 425 Fore St., St. 500, Portland, ME 04101

Chart

Block

Lot#

032

1041

41764

Owner Name: Michael Michalski

Phone #: 207-450-7755

Email: mhmsept19@earthlink.net

Total Square Footage of Outdoor Dining Area:¹

Length: (20') x Width (14') = 280

Applicant must be owner or lessee.

Name: Michael Michalski

Address: 425 Fore St. St. 500

City: Portland, Me 04101

State & Zip: 04101

E-Mail: mhmsept19@earthlink.net

Please pay before the permit can be issued.

\$125 (One-time Private Property fee) or

\$80 (Annual Public Fee) + Total Sq. Ft.: _____ x
(\$2) or (\$6 in public parks) =

Total Fee of \$ 125.00

Current use: None

Business name: _____

How many chairs? _____

How many tables? _____

Please circle one of the following: Alcohol is served = (Yes/No).

Who should we contact?

Name: Michael Michalski

Phone: 207 450 7755

Address: 425 Fore St. St. 500, Portland, Me 04101

E Mail: mhmsept19@earthlink.net

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permits@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: _____

Date: 05/01/2017

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Adjacent on-street parking requires Parking Office review and Building Authority approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged:

A handwritten signature in black ink, appearing to read "Michael Michalski".

Date: 5/1/2017

Printed name: Michael Michalski

Establishment: Old Port Lobster Shack

Location: 425 Fore St., St. 500, Portland, Me 04101

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

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck. Mo:	

NEW application: ☒ Yes ☐ No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

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

Corporation Name: NEW ENGLAND PROVISIONS Co	Business Name (D/B/A) OLD PORT LOBSTER SHACK
APPLICANT(S) --(Sole Proprietor) DOB: 	Physical Location: 425 FORE ST. & 500, PORTLAND, ME 04101
DOB: 425 FORE ST.	City/Town State Zip Code 67 ROYAL MEADOWS
Address PORTLAND ME 04101	Mailing Address YARMOUTH ME 04096
City/Town State Zip Code 207 404 507755 ME 04101	City/Town State Zip Code 207 450 7755 207 772 5792
Telephone Number Fax Number	Business Telephone Number Fax Number
Federal I.D. # 90-1106022	Seller Certificate #: or Sales Tax #: T&D
Email Address: Please Print mhm3ep19@earthlink.net	Website:

If business is NEW or under new ownership, indicate starting date: **7/30/2017**

Requested inspection date: **7/15/2017** Business hours: **8-10**

3. If a premise is 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 ☐

If YES, complete Supplementary Questionnaire

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

7. If manager is to be employed, give name: **MICHAEL MICHALSKI**

9. Business records are located at: **425 FORE ST, PORTLAND, ME 04101**

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
MICHAEL MICHALSKI	4-19-60	Poland

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

~~PO~~ PORTOLA Valley, CA
YARMOUTH, 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

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

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: EAST BROWN
COW MOUNT. 100 COMMERCIAL ST, PORTLAND, ME 04101

17. Describe in detail the premises to be licensed; (On Premise Diagram Required) SEAFOOD RESTAURANT
serving local Seafood

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☒ Applied for: ~~it is~~ Applying

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? 0.5 mile. Which of the above is nearest? PORTLAND High School.

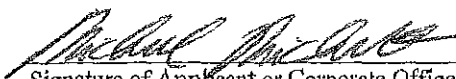
20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

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

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

Dated at: PORTLAND ME on 4/28, 20 17
Town/City, State Date

 Please sign in blue ink
Signature of Applicant or Corporate Officer(s)

MICHAEL MICHALSKI
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name



State of Maine
Division of Alcoholic Beverages and
Lottery Operations
Division of Liquor Licensing and Enforcement

Corporate Information Required for
Business Entities Who Are Licensees

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

1. Exact legal name: NEW ENGLAND PROVISIONS CO.
2. Doing Business As, if any: OLD PORT LOBSTER SHACK
3. Date of filing with Secretary of State: 12/19/2008 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
MICHAEL MICHALSKI	24 WATERS Edge Rd YARMOUTH, ME 04096	4/19/60	OWNER/ MANAGER	100%
Michael Michalski	30 BEAN Gulch Dr. Petaluma Valley, CA 94028			

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

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

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

Name: _____

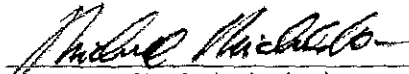
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person

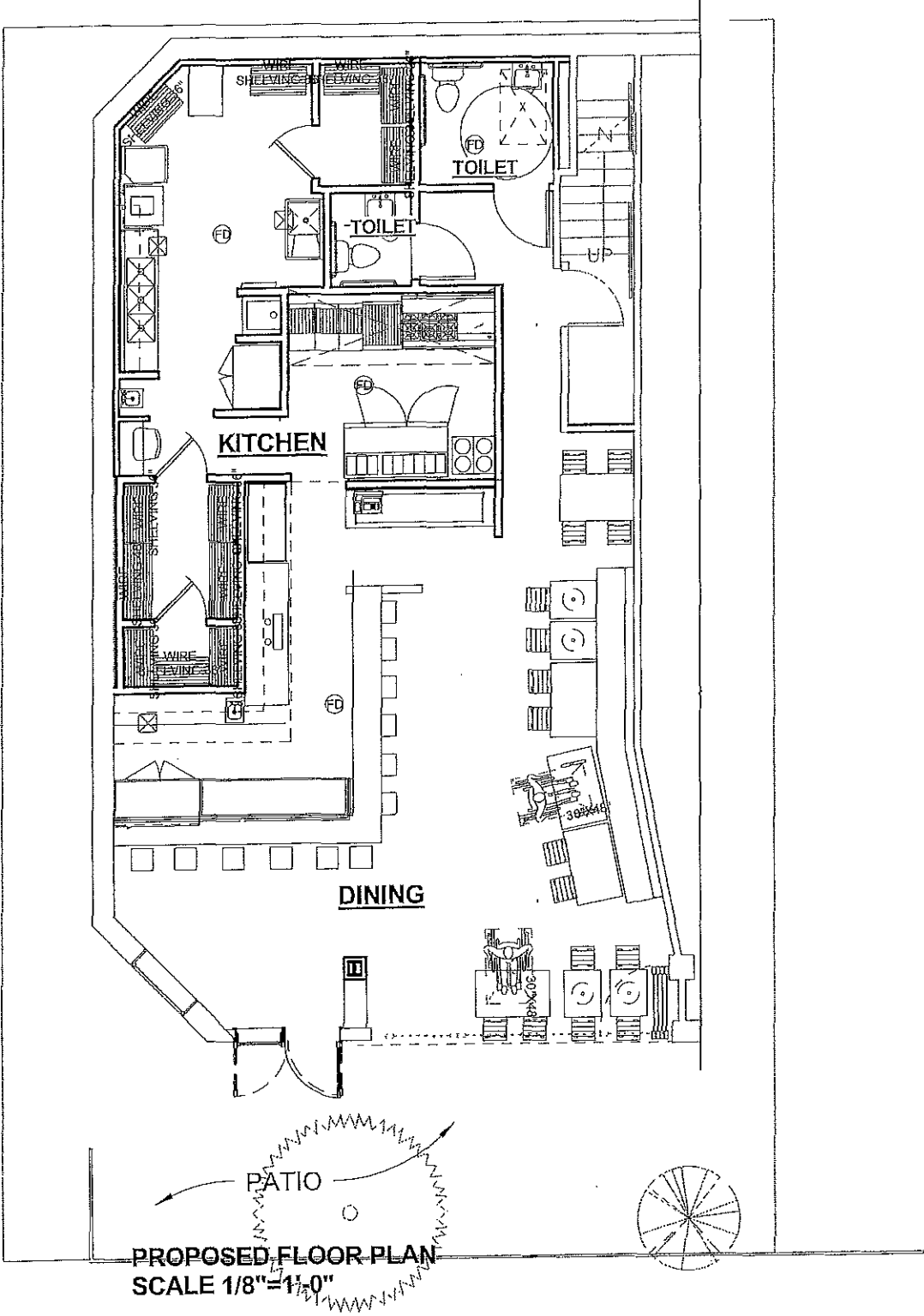
4/28/2017
Date

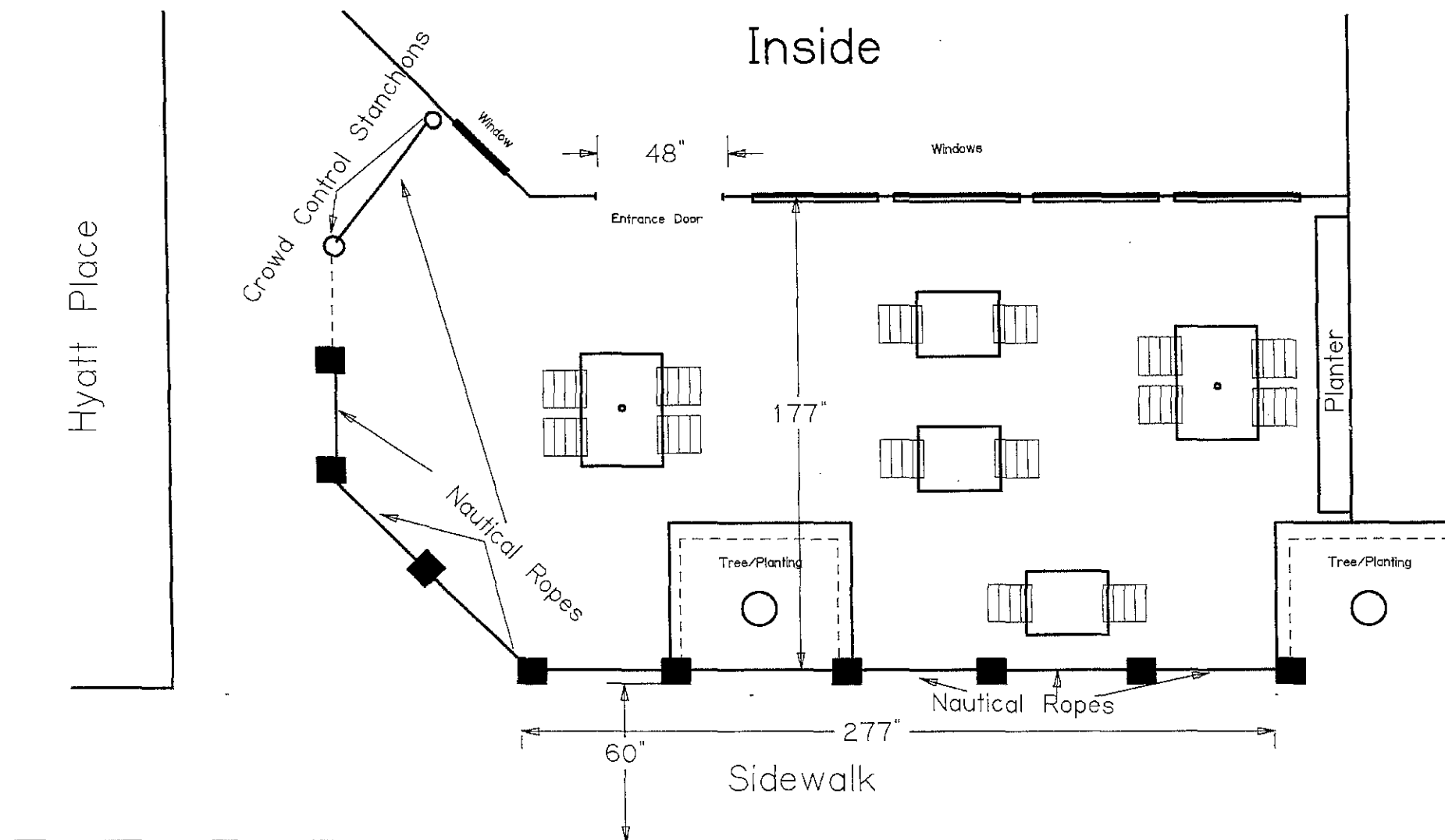
MICHAEL MICHALSKI
Print Name of Duly Authorized Person

Submit Completed Forms To:

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

Old Port Lobster Shack





Old Port Lobster Shack

425 Fore St., Portland

Outside Dining Area

SHACK-MADE SWEETS

Maine Blueberry Pie with or without Ice Cream	6.50
Blueberry Cobbler with or without Ice Cream	6.50
Key Lime Pie	5.00
Blueberry Ice Cream with Maine Maple or Blueberry Syrup.	3.50

WHITE WINES

	<u>Glass</u>	<u>Bottle</u>
Shack House White, Coppola, Chardonnay	6.50	1/2 carafe 12.00
Shack House White		Pitcher 21.00
SeaGlass, Sauvignon Blanc, Santa Barbara	8.50	26.00
Hess, Sauvignon Blanc, Monterey	8.50	26.00
Oyster Bay, Sauvignon Blanc, (NZ)	8.50	26.00
Kim Crawford Sauvignon Blanc.	1/2 Bottle	18.00
3 Blind Moose, Pinot Grigio, Acampo, CA	8.50	26.00
SeaGlass, Chardonnay, Santa Barbara County	8.50	26.00
Hess, Chardonnay, Monterey	8.50	26.00
Fish Eye, Chardonnay, Australia	8.50	26.00

RED WINES

Shack House Red, Mark West, Pinot Noir	6.50	1/2 carafe 12.00
Shack House Red		Pitcher 21.00
Sea Glass, Point Noir, Santa Barbara	8.50	26.00
Fish Eye, Shiraz, Australia	8.50	26.00
Fish Eye, Cabernet Sauvignon, Australia	8.50	26.00

SPARKLING WINE LAMARCA, Prosecco	Split	8.50
SPARKLING Rose WINE, Courtage Rose Brut	Split	8.50
SAKE Hakutsuru Superior Sake Junmai-Ginjo, Japan bottle		10.00

DRAFT BEERS - 6.75 / Glass, Pitcher - 14.75 Sm, 21.00/LG

Shipyard Export Ale & Birra Moretti, Old Thumper
 Allagash White Ale, 7.4%abv, Peak Organic Ale,
 Stella Artois, Strike IPA 9.25%abv,
 Mission Hefeweizen, Humboldt Brown Hemp Ale

SUPER-DUPER PREMIUM BEER - 7.50/Glass - 28.00/Sm Pitcher

Allagash Black Stout, 11.2% abv

Specialty Bottled Beer: Chimay White, Red or Blue Cap - 7.50

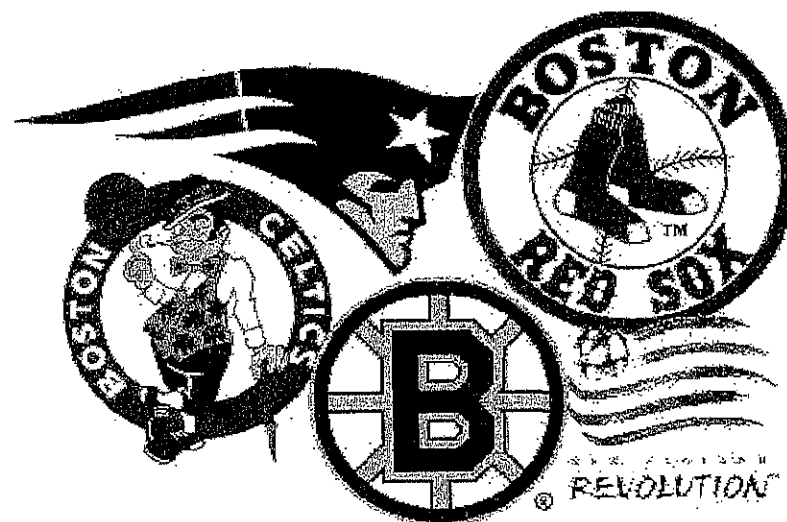
All Bottled Beers- 4.00

Fountain Sodas - 2.50; Bottled Sodas and Bottled Waters - 3.25

Contains bacon and flour

* Oyster Warning : Eating raw oysters may cause severe illness and even death in persons who have liver disease. (for example alcoholic cirrhosis) Cancer of the liver or other chronic illness that weaken the system. If you eat raw oysters and become ill, you should seek immediate medical attention if you are unsure if you are at risk, you need to consult your physician.

Old Port Lobster Shack



Portland, Maine

425 Fore St., Portland, ME 04101

Tel: TBD Fax: TDB

Email: Info@oldportlobstershack.com

OPEN

Open daily at 11:00am ~ 9:30 PM

CHOWDAH'S

New England Clam "Chowdah"..... Cup - 5.75; Mug - 7.00
Shack Lobstah Bisque Cup - 7.75; Mug - 9.75
Shack Gazpacho with Lobster and Shrimp..Cup - 7.75; Mug - 9.75
Rhode Island Red "Chowdah"..... Cup - 5.75; Mug - 7.00
Above chowdah's add sour dough bread bowl 2.00

SHACKETIZERS

Steamers (Ipswich soft-shell clams cooked in broth served w/butter).....26.75
Count Neck Clams cooked in white wine & garlic herb butter..... 16.75
Mussels cooked in white wine and garlic herb butter.....14.75
Oysters on the Shell, Duxbury (Raw)* ½ Doz - 16.75; Dozen - 25.75
Fried Whole-Belly Ipswich Clams.....21.75
Fried Oysters...14.75; Fried Scallops...15.75; Fried Shrimp...12.75
Beer Battered Coconut Shrimp with Sweet & Sour Sauce13.75
Fried Calamari served with Cocktail & Shack Tarter Sauce... 10.75
Salmon Cakes(2 pcs)8.75 Mini Lobstah Cake(4 pcs).....14.75
Fried Clam Strips8.75 Sautéed Vegetables.....3.00
Sweet Potato Fries.....\$4.00 Onion Rings... 5.75 Garlic Fries.....5.00

THE ULTIMATE LOBSTAH ROLL® and OTHER ROLLS

The Maine Lobstah Roll.....18.75

Lobstah mixed with Hellmann's mayo, green onions, salt & pepper

The Naked Lobstah Roll18.75

Lobstah meat on a roll served with sides of mayo & butter

The Double Play Lobstah Roll™34.00

Two lobstah rolls of your choice in one basket...double your lobstah pleasure

The Double Play Lobstah & BBQ.....25.00

One lobstah roll of your choice & one BBQ(tri-tip,brisket or pork)rolls in one basket

Maine Jonah Crab Meat Roll.....17.75

Fried Clam Roll (6oz of Fried Clams on our signature roll).....22.75

Fried Scallop Roll (6oz of Scallops on our signature roll).....17.75

Oyster Po' Boy (8oz of Fried Oysters on our signature roll)15.75

(All the rolls & Sandwiches are served with skin-on fries and coleslaw)

SHACK SHIPYARD BEER BATTERED SPECIALS

Beer Battered Fish (Haddock) and Chips14.75

Beer Battered Shrimp and Chips.....14.75

Beer Battered Coconut Shrimp and Chips w/ Sweet & Sour Sauce14.75

Beer Battered Salmon and Chips15.75

SANDWICHES

The Maine Lobstah Melt..... 19.75

Shack Krabby Patty Melt - made with REAL Maine Crab meat.....19.75

Blackened Salmon Sandwich with side of Jalapeño15.75

Salmon Burger with side of Jalapeño Mayo12.75

Blackened Tilapia Sandwich with side of Jalapeño Mayo.....10.75

Fried Haddock Sandwich with side of Tarter Sauce.....12.75

Grilled Chicken Sandwich with side of Shack Chipotle Sauce..... 8.75

LOBSTER SHACK LOBSTAH SPECIALS

Steamed Maine Lobstah - 1¼lbMKT

"BIG BOYS" Lobstah - 2½ lb.....MKT

(Steamed Lobstah Dinners served with butter, fries, corn on the cob & coleslaw)

Lobstah Ravioli (shack lobstah bisque)MKT

RACK and ROLL BBQ SHACK® SPECIALS

Smoked in Southern Pride Smoker with Apple and Hickory Wood

BBQ Pulled Brisket: Sandwiches - 9.75

BBQ Pulled Pork.....Plate - 9.75; Sandwiches - 7.75

All Sandwiches served on hamburger bun with skin-onfries,coleslaw & pickles

All the above BBQ Plates are served with coleslaw and burnt-end baked beans, one of the following: skin-on fries, mac & 5 cheese. Side Sautéed vegetables add \$3.00

BBQ on the GreenBrisket - 14.75; Pulled Pork - 10.75

mixed greens, tomatoes, cucumber, avocado and sheared cheddar served with a grilled roll
Dressings: Ranch, Blue Cheese, Thousand Island or Caesar

THE 5 CHEESE MAC's at the SHACK's

House-Made with Provolone, Mozzarella, Parmesan, Romano & Cheddar

BAKED Macaroni and 5 Cheese with BBQ Pulled Pork..... 10.75

BAKED Macaroni and 5 Cheese with LOBSTAH MKT

BAKED Macaroni and 5 Cheese with Sautéed Vegetables..... 8.75

Not So Plain Ole BAKED Macaroni and 5 Cheese 5.75

LOBSTAH SHACK SEAFOOD SPECIALTIES

Captain's Platter - Includes fried fish, shrimp, and Ipswich clams 32.75

First Mate's Plate - Choose two fried items: fish, shrimp, calamari, oysters .. 24.75

Fried Ipswich Clam Plate 24.75

Fried or Sautéed Shrimp Plate w/ capers,garlic & tomatoes 14.75

Fried or Broiled Scallops 17.75

Fried Calamari Plate.....12.75

Fried Haddock Plate or Baked Haddock Plate.....14.75

Ritz Cracker Crusted Pan-Seared Tilapia Fillet..... 10.75

Salmon Your Way: Blackened, Grilled or Garlic Butter..... 15.75

All the above served with coleslaw and one of the following: skin-on french fries, mac & 5 cheese, or beer battered onion rings. Side Sautéed vegetables add \$3.00

SHACK SALADS

The Big Lobstah Louie..... full 21.75; half 16.75

Shrimp Louie full 17.75; half 12.75

Crab Meat Louie..... full 21.75; half 16.75

Shack Louie with Lobstah, Shrimp and Crab ... full 27.75;half 21.75

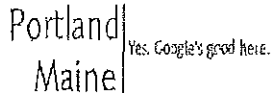
(Romaine-heart, Tomatoes, Cucumbers, Avocado, Hard-boiled Egg,Side Louie Dressing)

Caesar Salad (add Lob 21.75) full 7.75; half 4.75

add grilled chicken -12.75; add BBQ tri-tip -12.75; add blackened salmon -15.75

Nor'easter Salad..... .. full 8.75; half 5.75

(mixed greens with candied pecans, Gorgonzola cheese, apples and blueberry vinaigrette)



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Old Port Lobster Shack

Kevin Cashman <kevindc@portlandmaine.gov>

Sat, May 20, 2017 at 5:54 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD has no objections.

Kevin C.

On Thu, May 18, 2017 at 11:35 AM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Old Port Lobster Shack, 425 Fore Street. This is for a Class III & IV with Outdoor Dining on Private Property. This will go to council on 6/19.

Please note this business did apply previously and had not opened within in the year, as is required by State Liquor, therefore they are going back for approvals.

Owner is
New England ProvisionsContact is
Michael Michalski
207-450-7755
mhmsept19@earthlink.net

The information is in UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov.
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

MELISSA CAIAZZO
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D237136

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-05-18) :

Inquiries Name(s) MICHAEL MICHALSKI (1960-04-19)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 18, 2017

New England Provisions Co
Michael Michalski
67 Royal Meadow Dr
Yarmouth ME 04096

Re: New England Provisions, Co dba Old Port Lobster Shack. Application for a Class III & IV FSE with Outdoor Dining on Private Property at 425 Fore Street Suite 500.

Dear Mr. Michalski,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for a Class III & IV FSE with Outdoor Dining at 425 Fore Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the 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, jhanscombe@portlandmaine.gov

Sincerely,

Jessica Hanscombe
Business License Specialist
207-874-8783
jhanscombe@portlandmaine.gov

Legal Advertisement

**Notice of Public Hearing
City of Portland**

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., New England Provisions, Co dba Old Port Lobster Shack. Application for a Class III & IV FSE with Outdoor Dining on Private Property at 425 Fore Street Suite 500. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 276-16/17
Sat 7 6-19-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

Local Sprouts Cooperative dba Local Sprouts Cooperative. Application to change officers for a Class I FSE with Unamplified Entertainment without Dance and Outdoor Dining on Public Property at 649 Congress Street.

Local Sprouts Cooperative
649 Congress Street
Portland ME 04101
207-899-3529
office@localsprouts.coop

Portland City Council
389 Congress Street
Portland ME 04101

May 19, 2017

To the Portland City Council:

I am submitting this letter on behalf of Local Sprouts Cooperative, LLC, with the intent of pressing a change in the officers as it replaces to the City of Portland Liquor License. Local Sprouts Cooperative has been issued Liquor Licenses by the City of Portland and the State of Maine since 2010, and is good financial and legal standing with both parties. The renewal of this Liquor License would permit Local Sprouts Cooperative to continue serving local beer, wine, and spirits to customers within the cafe and in the city-approved outdoor seating area in front of the cafe.

Local Sprouts Cooperative has recently experience a change in officers, and will need the support and approval of the Portland City Council to both change listed officers, and re-apply for a Liquor License. Local Sprouts Cooperative can provide documentation of the voluntary departure of previous officers if requested.

Thank you for your consideration,



Leslie Hogan

Operations Coordinator & Vice President
Local Sprouts Cooperative

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	LOCAL SPROUTS COOPERATIVE	Phone:	207-899-3529
Location Address:	649 CONGRESS STREET	Zip:	04101
If new, what was formerly at this location:			
Mailing Address:	649 CONGRESS STREET, PORTLAND	Zip:	04101
Contact Person:	LESUE HOGAN	Phone:	207-899-3529
Contact Person Email:	OFFICE@LOCALSPROUTS.COOP		
Manager of Establishment:	LESUE HOGAN	Date of Birth:	07/10/1987
Owner of Premises (Landlord):	BAUSIDE, LLC (DIRIGO PROPERTY MANAGEMENT)		Phone:
Address of Premises Owner:	C/O DIRIGO PROPERTY MANAGEMENT	Zip:	04101
	ONE CITY CENTER, PORTLAND ME		

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
LOCAL SPROUTS COOPERATIVE		649 CONGRESS ST PORTLAND ME 04101	
Contact Person:	LESUE HOGAN	Phone:	207-899-3529
Principal Officers	Title	Date of Birth	Residence Address
KIA CONNOLLY	PRESIDENT	04/15/90	PORTLAND, ME
LESUE HOGAN	V. PRESIDENT	07/10/87	PORTLAND, ME
ALEXA CLAVETTE	SECRETARY	09/29/90	PORTLAND, ME

About Your Establishment

Class of Liquor License:	RESTAURANT CLASS I	
Type of food served:	CASUAL, TO-ORDER HOT/COLD DISHES, "FULL MEALS"	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food:	Generated from Alcohol:
Hours & days of operation:	8AM - 10PM EVERYDAY	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	CURRENTLY OPEN
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
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?	Y/N
If Yes, please list business name(s) and location(s):	
LOCAL SPROUTS COOPERATIVE, LLC - 649 CONGRESS STREET	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N
If Yes, please explain:	

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

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

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

Signature: [Signature] Title: OPERATIONS COORDINATOR Date: 05/20/17

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

☒ Entertainment without Dancing: \$281	☐ Entertainment with Dancing: \$504	☐ After-Hours (1 a.m. to 3 a.m.): \$567
--	--	--

Business Information	
Business Name (d/b/a):	LOCAL SPROUTS COOPERATIVE
Phone:	207-899-3529
Location Address:	649 CONGRESS STREET
Zip:	04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment: CASUAL RESTAURANT/CAFE - ENTERTAINMENT WILL INCLUDE SPOKEN WORD PERFORMANCE, ACOUSTIC MUSIC BY LOCAL MUSICIANS, CASUAL THEATRE, ETC	
Will music be electric, <u>acoustical</u> , or both? (Circle)	
Will amplification be used?	Y(N)
If yes, where and at what level?	
Will music be played (Circle all that apply): <u>Inside</u> Outside	
Will you permit dancing on the premises?	Y(N)
Will you permit dancing after 1:00 a.m.?	Y(N)
What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? <u>< 100' (ABOVE LOCATION)</u>	
What is your targeted opening date?	CURRENTLY OPEN
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y(N)
If Yes, list name(s) 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 OPERATIONS COORDINATOR Date 06/20/17

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:

New Application? ☒ Yes ☐ No
Renewal? ☒ Yes ☐ No → If yes, are there any changes? ☒ Yes ☐ No
Private Property? ☒ Yes ☐ No
Historic District? ☒ Yes ☐ No
Liquor License Required? ☒ Yes ☐ No Permitting and Inspections Director Signature _____
OR Pending City Council Date _____ (D/M/Y)

Location Name: <u>LOCAL SPROUTS COOPERATIVE</u> Address: <u>649 CONGRESS STREET</u>	Chart <u>46</u>	Block <u>D</u>	Lot# <u>22</u>
Owner Name: <u>LOCAL SPROUTS</u> Phone #: <u>207-899-3529</u> Email: <u>OFFICE@LOCALSPROUTS.COOP</u>	Total Square Footage of Outdoor Dining Area: ¹ Length: <u>(16')</u> x Width <u>(6')</u> = <u>96'</u>		
Applicant must be owner or lessee. Name: <u>LOCAL SPROUTS COOPERATIVE</u> Address: <u>649 CONGRESS ST</u> City: <u>PORTLAND</u> State & Zip: <u>ME 04101</u> E-Mail: <u>OFFICE@LOCALSPROUTS.COOP</u>	Please pay before the permit can be issued. \$125 (One-time Private Property fee) or \$80 (Annual Public Fee) + Total Sq. Ft.: <u>96</u> x (\$2) or (\$6 in public parks) = Total Fee of \$ <u>272</u>		
Current use: <u>RESTAURANT</u> How many chairs? <u>9</u> Please circle one of the following: Alcohol is served = ☒ Yes ☐ No.	Business name: <u>LOCAL SPROUTS COOPERATIVE</u> How many tables? <u>4</u>		
Who should we contact? Name: <u>CECILE HOGAN</u> Phone: <u>207-899-3529</u> Address: <u>649 CONGRESS ST, PORTLAND</u> E Mail: <u>OFFICE@LOCALSPROUTS.COOP</u>			

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permits@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: [Signature]

Date: 9/21/17

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

389 Congress Street, Room 315/Portland Maine 04101/www.portlandmaine.gov/tel: 207-874-8703/fax: 207-874-8716

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Adjacent on-street parking requires Parking Office review and Building Authority approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged:

Date: 5/21/17

Printed name: LESLIE HOGAN

Establishment: LOCAL SPORTS COOPERATIVE

Location: 419 CONGRESS ST, PORTLAND

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

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: ☐ Yes ☒ No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>LOCAL SPROUTS COOPERATIVE</u>		Business Name (D/B/A) <u>LOCAL SPROUTS COOPERATIVE</u>	
APPLICANT(S) - (Sole Proprietor) DOB:		Physical Location:	
DOB:		<u>649 CONGRESS STREET</u>	
Address		Mailing Address	
<u>649 CONGRESS ST ME 04101</u>		<u>649 CONGRESS ST</u>	
City/Town	State	City/Town	State
<u>PORTLAND</u>	<u>ME</u>	<u>PORTLAND</u>	<u>ME</u>
Zip Code		Zip Code	
<u>04101</u>		<u>04101</u>	
Telephone Number	Fax Number	Business Telephone Number	Fax Number
<u>207-899-3529</u>		<u>207-899-3529</u>	
Federal I.D. #		Seller Certificate #:	
<u>32-026-7483</u>		or Sales Tax #:	<u>1138279</u>
Email Address:		Website:	
Please Print <u>OFFICE@LOCALSPROUTS.COOP</u>			

If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 605,000 LIQUOR \$ 40,000
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

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

- Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
- If manager is to be employed, give name: OWNERS ARE MANAGERS
- Business records are located at: 649 CONGRESS STREET PORTLAND ME 04101
- Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
- Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

9. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
LESLIE HOEAN - PORTLAND ME	07/10/1987	BRUNSWICK, ME
KIA CONNOLLY - PORTLAND ME	04/15/1990	CAPE MAY/COURTHOUSE, NJ
ALEXA CLAVETTE - PORTLAND ME	09/29/1990	BANGOR, ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
GENETRA CHHLOEUM - PORTLAND ME	10/09/1998	PORTLAND, ME

10. 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

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

11. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

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

13. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: BAYSIDE, LLC
ONE CITY CENTER, FOURTH FLOOR, PORTLAND ME 04101

14. Describe in detail the premises to be licensed: (On Premise Diagram Required) CASUAL CAFE - TABLES
& CHAIRS, APPROVED OUTDOOR SEATING AREA

15. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: _____

16. 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? _____

Which of the above is nearest? CHURCH

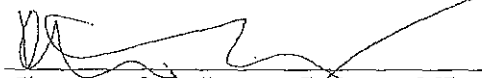
17. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: PRIVATE LOANS FROM PRIVATE DONORS

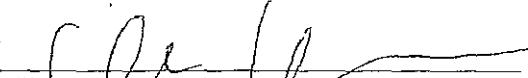
The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

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

Dated at: PORTLAND, MAINE on 05/01, 20 17
Town/City, State Date


Signature of Applicant or Corporate Officer(s)
KIA CONNOLLY
Print Name

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
GABRIEL HOGAN
Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ 10.00

Class I Spirituous, Vinous and Malt \$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only \$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00
CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge \$2,200.00
CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).] [2003, c. 213, §1 (AMD).]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]

[2009, c. 81, §§1-3 (AMD).]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD).]

[1995, c. 140, §6 (AMD).]

4. No license to person who moved to obtain a license. [1987, c. 342, §32 (RP).]

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF).]

Please be sure to include the following with your application:

Completed the application and sign the form.

Signed check with correct license fee and filing fee.

Your local City or Town's signature(s) are on the forms.

Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).

Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.

Complete the Corporate Information sheet for all ownerships except sole proprietorships.

If you have any questions regarding your application, please contact us at (207) 624-7220.



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

Please clearly complete this form in its entirety.

1. Exact legal name: LOCAL SPROUTS COOPERATIVE, LLC
2. Doing Business As, if any: LOCAL SPROUTS COOPERATIVE
3. Date of filing with Secretary of State: JUNE 1 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
KIA CONNOLLY	PORTLAND, ME	04/15/1990	PRESIDENT	33.3
LESLIE HOGAN	PORTLAND, ME	07/10/1987	VICE PRESIDENT	33.3
ALEXA CLAVETTE	PORTLAND, ME	09/29/1990	SECRETARY	33.3

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

6. If Co-Op # of members: _____ (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

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

Name: _____

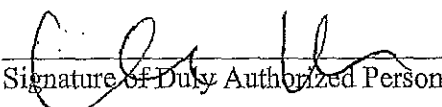
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person

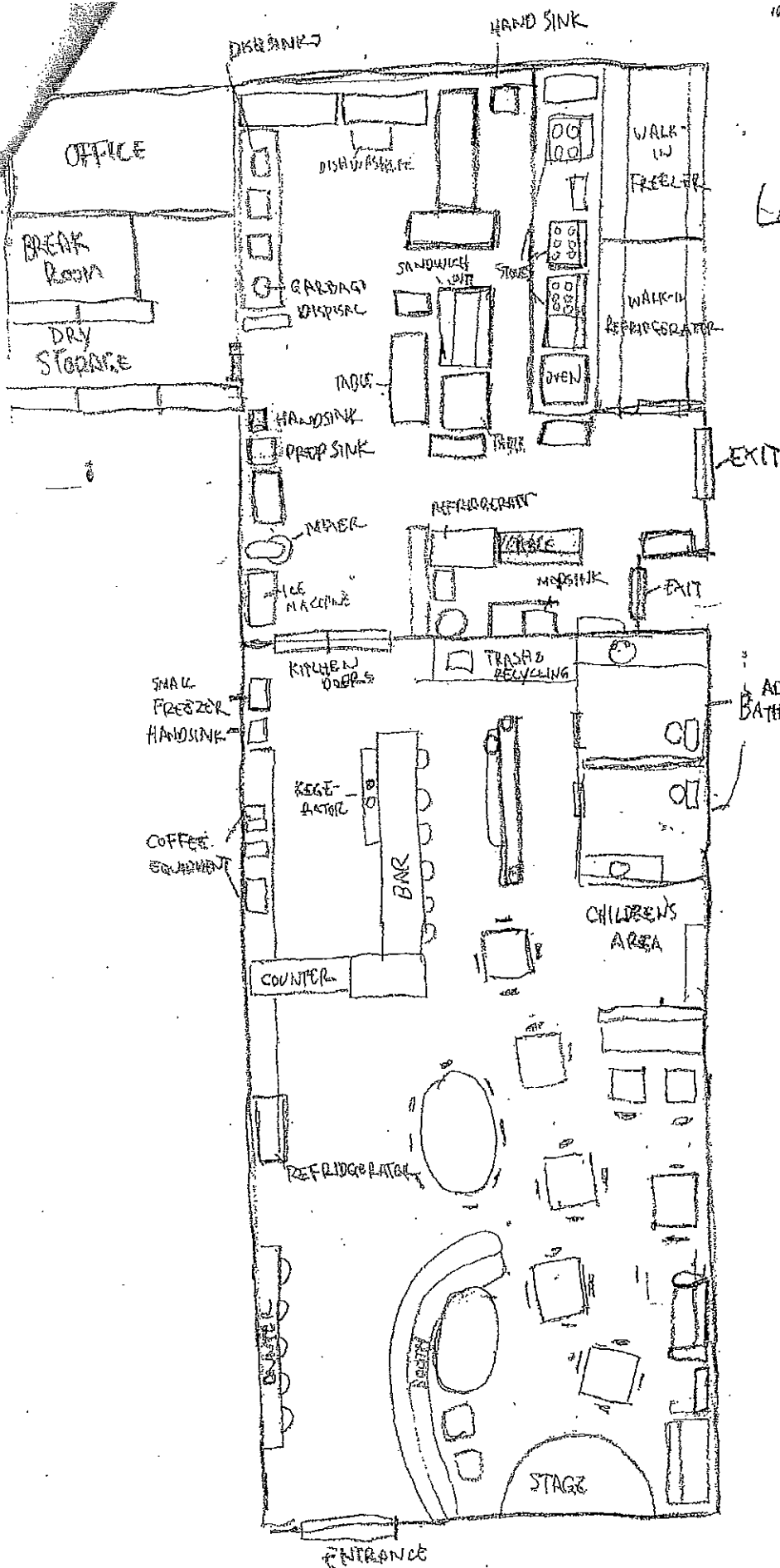
Date

5/10/2017

LESUE HOGAN
Print Name of Duly Authorized Person

Submit Completed Forms to:

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



LOCAL SPROUTS
COOPERATIVE
649 CONGRESS ST.
PORTLAND, ME
04101

CONGRESS STREET

TREE 1

TREE 2

TABLE 1

TABLE 2

TABLE 3

TABLE 4

WINDOW

INTERIOR OF LOCAL SPROUTS

30'

FRONT OF LOCAL SPROUTS

BENCH

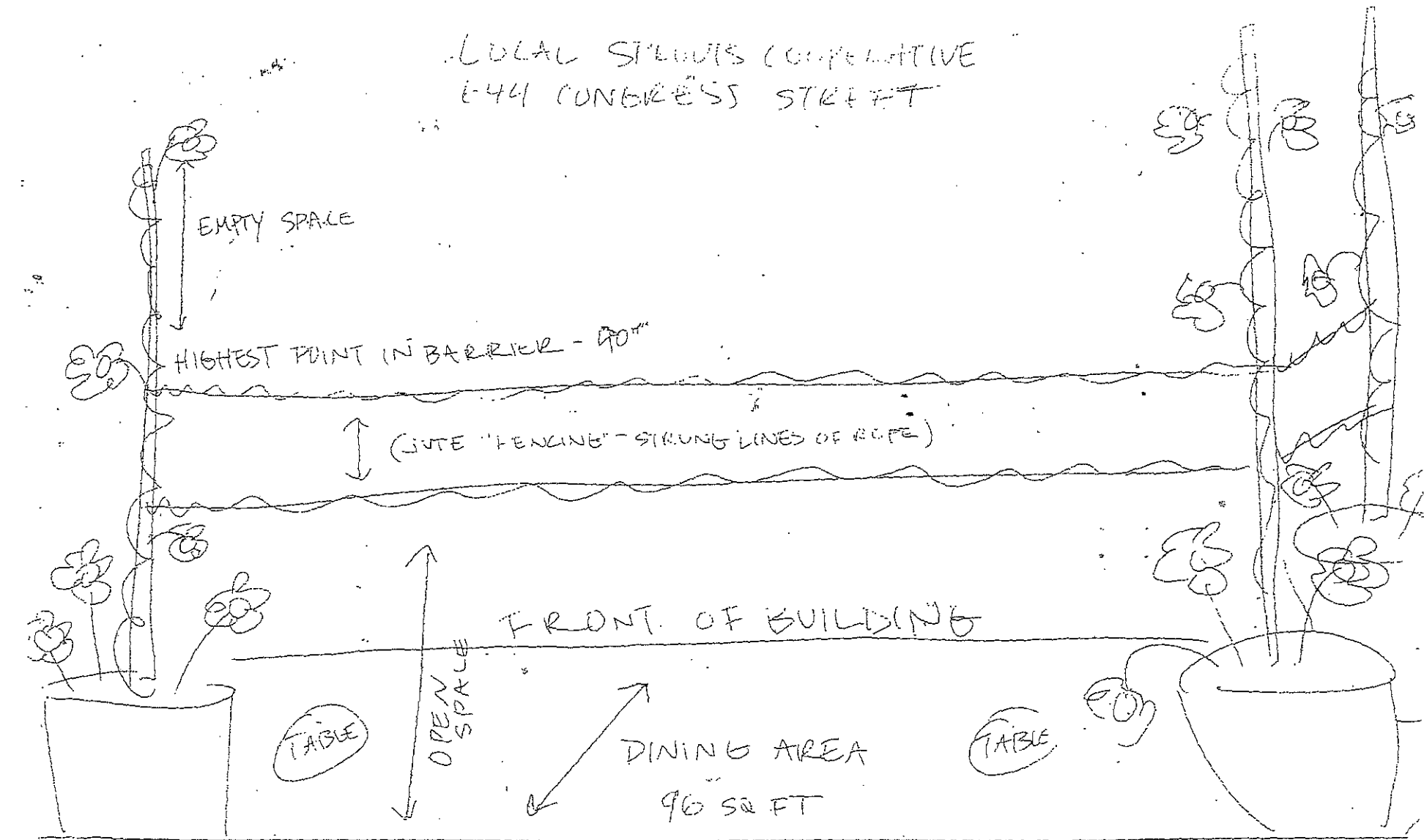
WINDOW

DOOR

WINDOW

INTERIOR OF
LOCAL SPROUTS

LOCAL STUDIOS (COMPETITIVE)
644 CONGRESS STREET



CLEAR
SITTING WAIVER

CAFE MENUS

MENU SECTION

- ✕ Breakfast
- ✕ Sandwiches and Wraps
- ✕ Salads
- ✕ Sides

VEGAN

The 🌱 symbol indicates a vegan option.

KID-FRIENDLY

The 🍴 symbol indicates a kid-friendly option.

GLUTEN-FREE BREAD

Substitutions available on all menu items for \$1.50. GLUTEN-FREE WRAPS also available at no charge.

SOUP OF THE DAY

See our soup board! Served with a slice of bread.
cup \$3.50 ; bowl \$5.00

BEVERAGES

We serve coffee and espresso drinks; fair trade teas; homemade kombucha; local beer and cider; sustainable and organic wines; and smooth local spirit cocktails. We also have Maine Root soda and juices in the cooler!

Breakfast

• Sandwiches and Burritos •

Egg Sandwiches

Served with scrambled local cage-free eggs on a toasted English muffin. Spread with house herb butter. Choose from:

#1 Cabot cheddar \$3.50

#2 house pesto, grilled tomato & Sunset Acres goat cheese \$5.50

#3 local shiitake & oyster mushrooms, organic greens & Cabot cheddar \$5.50

↳ add local bacon, sausage, ham, or tempeh \$2-

↳ add a side of organic home fries \$2-

Tim's World Famous Burrito \$6.95

Our signature breakfast burrito with local scrambled eggs, Cabot cheddar, home fries, house salsa, aioli, onion, and Chad's Obsession hot sauce. Vegan option available. 🌱

· Breakfast Plates ·

Simple Sprout* \$6.95

Two local eggs any style with organic home fries & whole wheat toast

↳ add local bacon, sausage or tempeh \$2-

↳ substitute house cornbread \$1-

Breakfast Hash \$9.95

Two eggs any style with shredded potatoes and carrots and organic local greens topped with fresh salsa and hashed with your choice of local bacon, sausage, ham, or tempeh.

Huevos Rancheros \$9.95

Two toasted organic Maine corn tortillas topped with house aioli, organic greens, shredded carrots, Maine beans, and two eggs any style. Topped with fresh salsa. Vegan options available. 🌱

↳ add Cabot pepper jack cheese 50¢

· Scrambles ·

Served with buttered whole wheat toast and organic home fries.

☆ AT-AT Scramble \$9.95

Two eggs scrambled with nitrate-free local bacon, Cabot cheddar, organic greens & mushrooms.

☀ Sunrise Scramble \$9.95

Two eggs scrambled with house basil-sunflower pesto, roasted local mushrooms & Sunset Acres goat cheese.

♡ Bones Scramble \$9.95

Two eggs scrambled with curry-roasted Maine root vegetables, organic greens, onion & Sunset Acres goat cheese.

◇ Vegan Tofu Scramble \$9.95

A tofu scramble with seasoned local Heiwa tofu and seasonal mixed vegetables.

· Starters ·

Acadian Ployes Pancakes 🍷 🍴

Served with Maine maple syrup.

One pancake \$3-; two pancakes \$4.50

↳ add butter or Earth Balance 50¢

↳ add house fruit sauce \$1.25

Veggie Home Fries 🍷

Seasonal mixed vegetables sautéed with organic home fries.

small \$3.50; large \$6.50

Bowl of Granola & Organic Yogurt \$5.95

↳ add house fruit sauce \$1.25

Sandwiches and Wraps

• Burgers •

Served with an organic green side salad.

Grass-Fed Beef Cheeseburger* \$10.95

Our local free-range beef cheeseburger with Cabot cheddar, organic lettuce, local tomato & onion on a toasted sesame bun. Served with Morse's pickles.

↳ add mushrooms \$1.00

↳ add nitrate-free bacon \$2.00

Vegan Moonburger ☞ \$8.50

Our signature house veggie burger. Served with organic lettuce, local tomato, onion, house tofu aioli on a toasted English muffin.

• Sandwiches •

Served with an organic green side salad (unless otherwise noted).

BBQ Pulled Pork Sandwich \$10.95

Cider-braised local pork shoulder from A Wee Bit Farm with creamy slaw & house BBQ sauce on a sesame bun. Served with Morse's pickles.

Cajun Fish Sandwich \$10.95

Blackened wild-caught pollock with house slaw, fresh tomato, onion, and remoulade on a toasted sesame bun. Served with Morse's pickles.

Grilled Chicken Breast Sandwich* \$10.95

With local and organic chicken, house aioli, organic lettuce, local tomato & onion on a toasted sesame bun. Served with Morse's pickles. Season with your choice of lemon-pepper or cajun seasoning.

BLT* \$9.50

With nitrate-free A Wee Bit Farm bacon, organic greens, local tomato, & house aioli on toasted whole wheat. Served with our daily side.

VLT ☞ \$8.95

With organic Lalibela Farm tempeh, organic greens, local tomato & house tofu aioli on toasted whole wheat. Served with our daily side.

Grilled Cheese \$4.95

With Cabot cheddar on toasted whole wheat bread. Served with Maine apple slices.

↳ add local tomato 75¢

↳ add house pesto \$2.00

↳ add local bacon \$2.00

↳ add local ham \$2.00

PB&J ☞ 🍴 \$4.95

Lightly toasted. Featuring jam made in-house with Maine fruit. Served with Maine apple slices.

· Wraps ·

Served with an organic green side salad (unless otherwise noted).

Spicy Tofu Wrap ☞ \$9-

Grilled ginger-tamari Heiwa tofu, Morse's sauerkraut, sour mustard pickles, organic mesclun greens & Sambal tofu aioli in a whole wheat wrap.

Miso Tempeh Wrap ☞ \$9-

Organic Lalibela Farm tempeh, fresh vegetables and tahini miso dressing in a whole wheat wrap.

Quesadilla 🍴 \$4.95

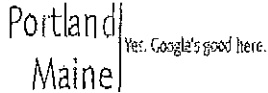
With Cabot cheddar in a whole wheat wrap. Served with sides of salsa & sour cream.

↳ add seasonal vegetables \$2-

↳ add Maine beans \$2-

5/23/2017

City of Portland Mail - Re: Local Sprouts Cooperative



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Local Sprouts Cooperative

Kevin Cashman <kevindc@portlandmaine.gov>

Tue, May 23, 2017 at 3:56 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Tue, May 23, 2017 at 11:34 AM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Local Sprouts Cooperative, 649 Congress Street for a Class I FSE with unamplified Entertainment without Dance and Outdoor Dining on Public Property. This is more than a 10% change in the Officers which requires a new license. Everything else is the same.

Owner is
Local Sprouts Cooperative
Kia Connolly
Leslie Hogan

Contact is
Leslie
207-449-7182
office@local.sprouts.coop

Please email me approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov
Hours - Saturday thru Tuesday (4pm-2am)

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 23, 2017

Local Sprouts Cooperative
649 Congress Street
Portland ME 04101

Re: Local Sprouts Cooperative dba Local Sprouts Cooperative. Application to change officers for a Class I FSE with Unamplified Entertainment without Dance and Outdoor Dining on Public Property at 649 Congress Street.

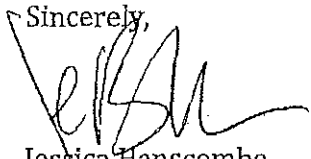
Dear Leslie Hogan,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for a Class I FSE with Unamplified Entertainment without Dance and Outdoor Dining on Public Property at 649 Congress Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the 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, jhanscombe@portlandmaine.gov

Sincerely,


Jessica Hanscombe
Business License Specialist
207-874-8783

jhanscombe@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., Local Sprouts Cooperative dba Local Sprouts Cooperative. Application to change officers for a Class I FSE with Unamplified Entertainment without Dance and Outdoor Dining on Public Property at 649 Congress Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 277-16/17
Tab 8 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**The Snug, LLC dba The Snug. Application for Outdoor Dining on Public Property at 223
Congress Street.**

The Snug

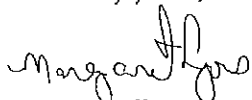
Margaret Lyons, Sole Member
227 Congress St
Portland ME 04101
207-772-6839
thesnugpub@gmail.com

May 24, 2017

Dear Mayor and Member of the City Council,

It is my intention to put up a rope and stanchion barrier at 223 Congress Street, in front of The Snug, to allow for outdoor seating during the summer months.

Sincerely yours,


Margaret Lyons

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	THE SNUG	Phone:	207 772-6839
Location Address:	223 CONGRESS ST PORTLAND	Zip:	04101
If new, what was formerly at this location:			
Mailing Address:	227 CONGRESS ST PORTLAND	Zip:	04101
Contact Person:	MARGARET LYONS	Phone:	207 650-5566
Contact Person Email:	thesnugpub@gmail.com		
Manager of Establishment:	MARGARET LYONS	Date of Birth:	01/27/65
		Phone:	207 650-5566
Owner of Premises (Landlord):	MIKE SALISBURY		
Address of Premises Owner:	56 FOREST AVE WINDHAM ME	Zip:	04062

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
THE SNUG, LLC		227 CONGRESS ST PORTLAND 04101	
Contact Person:	MARGARET LYONS	Phone:	207 650-5566
Principal Officers	Title	Date of Birth	Residence Address
MARGARET LYONS	SOLE MEMBER	01/27/65	6 RUE GOUNOD, NICE 06000 FRANCE

About Your Establishment

Class of Liquor License:	A LOUNGE		
Type of food served:	HOT HAND FOOD		
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food: 2%	Generated from Alcohol: 98%	
Hours & days of operation:	4PM - 1AM		

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y ☒ N
If No, please explain: HAND HELD FOOD i.e., HOT PRETZELS, SANDWICHES	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y ☒ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y ☒ N
Will you permit dancing on the premises? THERE IS NO ENTERTAINMENT BUT I HAVE A LICENSE	Y ☒ N
Will you permit dancing after 1:00 a.m.?	Y ☒ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y ☒ N
If yes, will the outside dining be on <u>PUBLIC</u> or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y ☒ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? OPEN NOW 06/08/17	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y ☒ N
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?	Y ☒ N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y ☒ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y ☒ N
If Yes, please explain:	

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

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

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

Signature Margaret Lyons Title Sole Member Date 5/24/17

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:

New Application? (Yes/No) ☒ Yes ☐ No
 Renewal? (Yes/No) ☒ Yes ☐ No → If yes, are there any changes? (Yes/No)
 Private Property? (Yes/No) ☒ Yes ☐ No
 Historic District? (Yes/No) ☒ Yes ☐ No
 Liquor License Required? (Yes/No) ☒ Yes ☐ No
 OR Pending City Council Date _____ (D/M/Y)

Location Name: The Snug
 Address: 223 Congress St
 Portland ME 04101

Chart Block Lot#
 013 G010001

Owner Name: MIKE Salisbury
 Phone #: 609-517-4924
 Email: msalisbury69@yahoo.com

Total Square Footage of Outdoor Dining Area:¹

Length: (12') x Width (5') = 60 sq ft

Applicant must be owner or lessee.

Name: Margarert Lyons
 Address: 227 Congress St
 City: Portland
 State & Zip: ME 04101
 E-Mail: thesnugpub@gmail.com

Please pay before the permit can be issued.

\$125 (One-time Private Property fee) or
 \$80 (Annual Public Fee) + Total Sq. Ft.: 60 x
 (\$2) or (\$6 in public parks) =

Total Fee of \$ 200.00

Current use: N/A Business name: The Snug
 How many chairs? 4 - 6 How many tables? 2 - 3
 Please circle one of the following: Alcohol is served = ☒ Yes ☐ No.

Who should we contact?

Name: Margaret Lyons
 Phone: 207-650-5566
 Address: 227 Congress St Portland ME 04101 E Mail: thesnugpub@gmail.com

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permitting@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: Margarert Lyons

Date: 05/23/11

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
Telephone (207) 624-7220 Fax: (207) 287-3434
Email inquiries: MaineLiquor@maine.gov

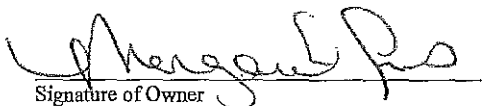
DIVISION USE ONLY	
License No:	
Diagram:	☐ Yes ☐ No
Town Approval:	☐ Yes ☐ No

REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: THE SNUG, LLC License Number: 8226
Physical Address: 223 CONGRESS ST City PORTLAND
State ME Zip 04101 Phone: 772-6839 Fax: N/A
Email address: thesnugpub@gmail.com Please Print
Mailing address: 227 CONGRESS ST PORTLAND ME 04101
Street / PO Box City State Zip

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

MIKE SALISBURY, 56 FOREST AVE WINDHAM ME 04062


Signature of Owner

MARGARET LYONS
MIKE SALISBURY
Printed Name of Owner

Temporary ☐ Permanent ☒ Inside ☐ Outside ☒ Live Entertainment: Yes ☐ No ☐

Start Date: 06/20/17 End Date (if applicable): _____

Reason for this request: OUTDOOR SEATING

This request for an extension of service area for on premise license location MUST have Town / City approval and MUST have a diagram submitted with this form.

Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

TO MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

This application must be approved by the Municipal Officers of the municipality in which the liquor license is held or, if held in an unincorporated place, by the County Commissioner. Title 28A, Section 651, Subsection 2B grant authority for this approval without public notice.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

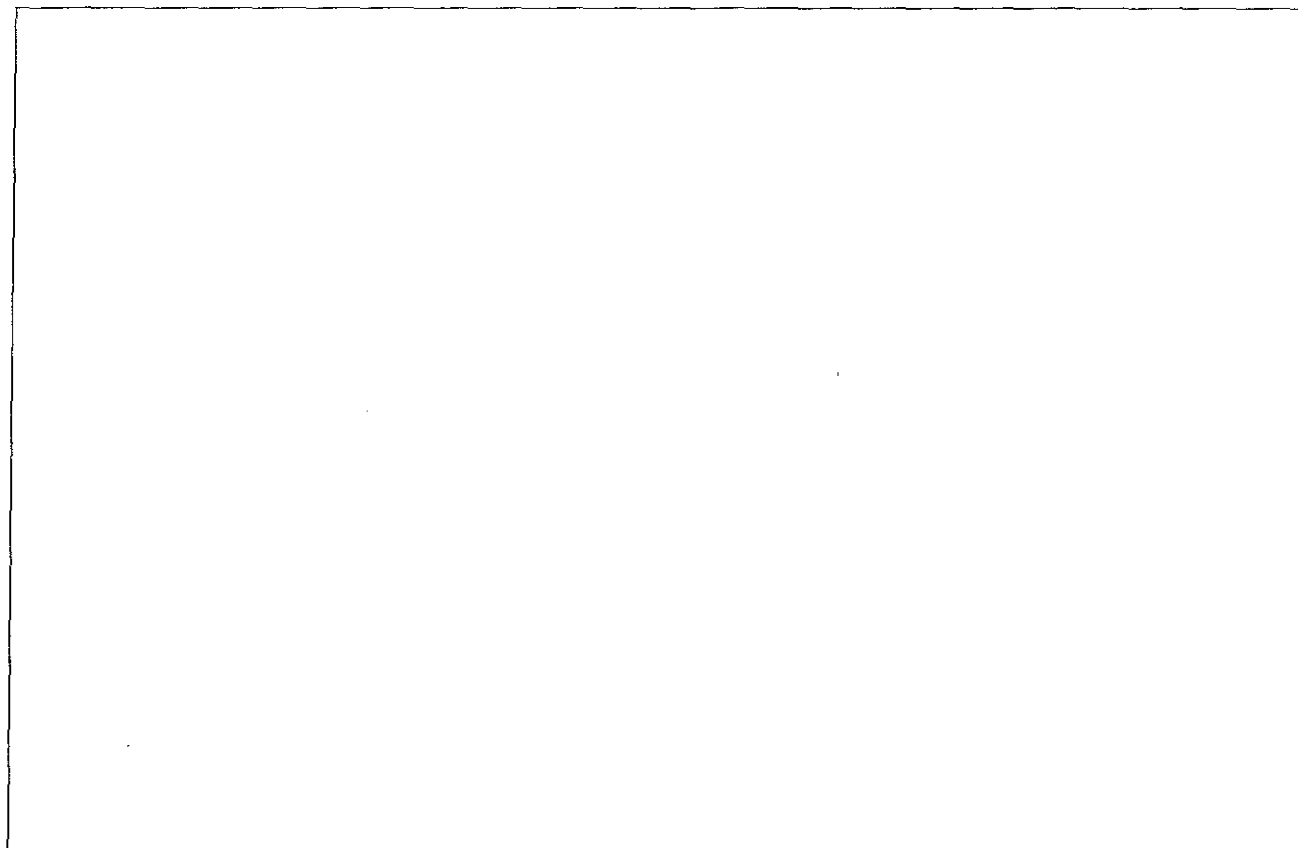
The undersigned being: ☐Municipal Offices ☐County Commissioners of the

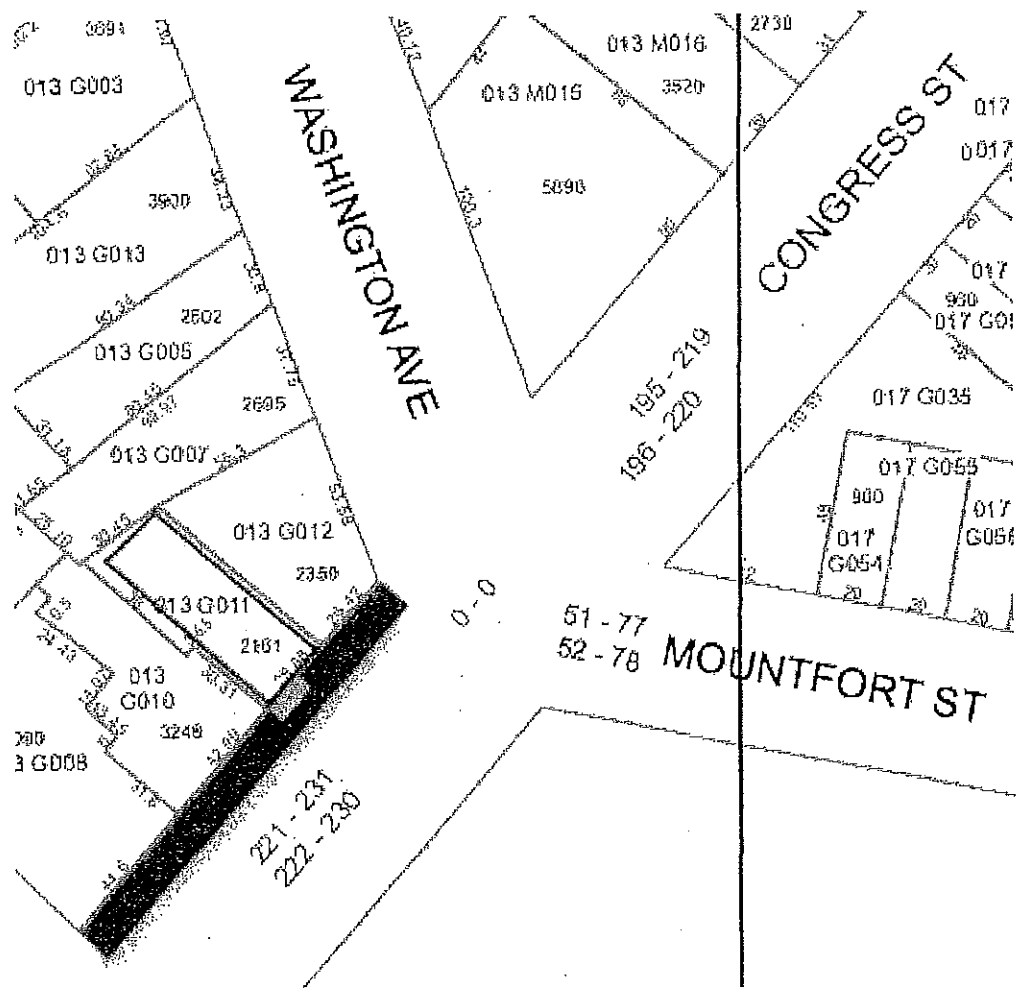
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

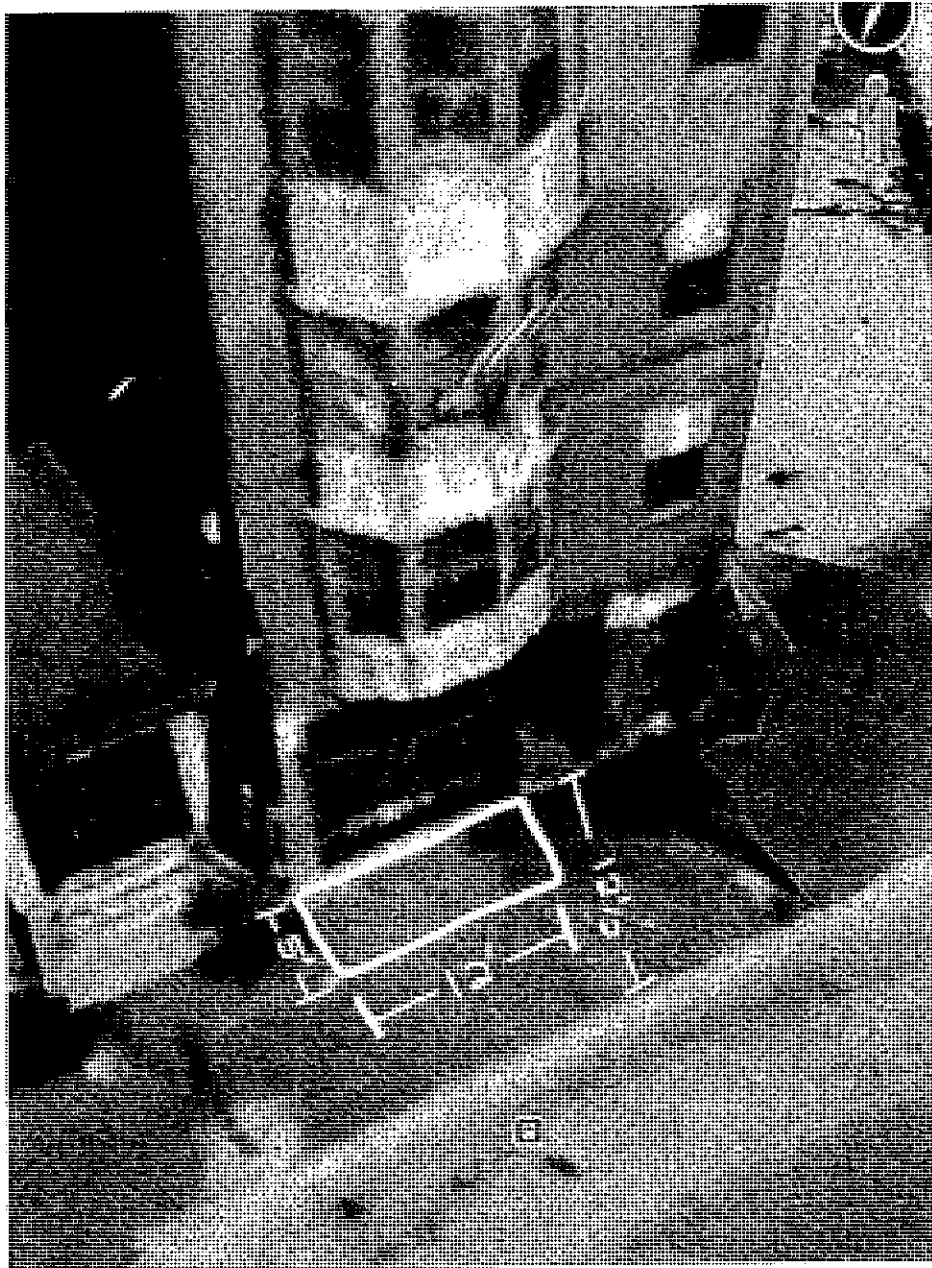
Signature of Officials	Printed Name and Title

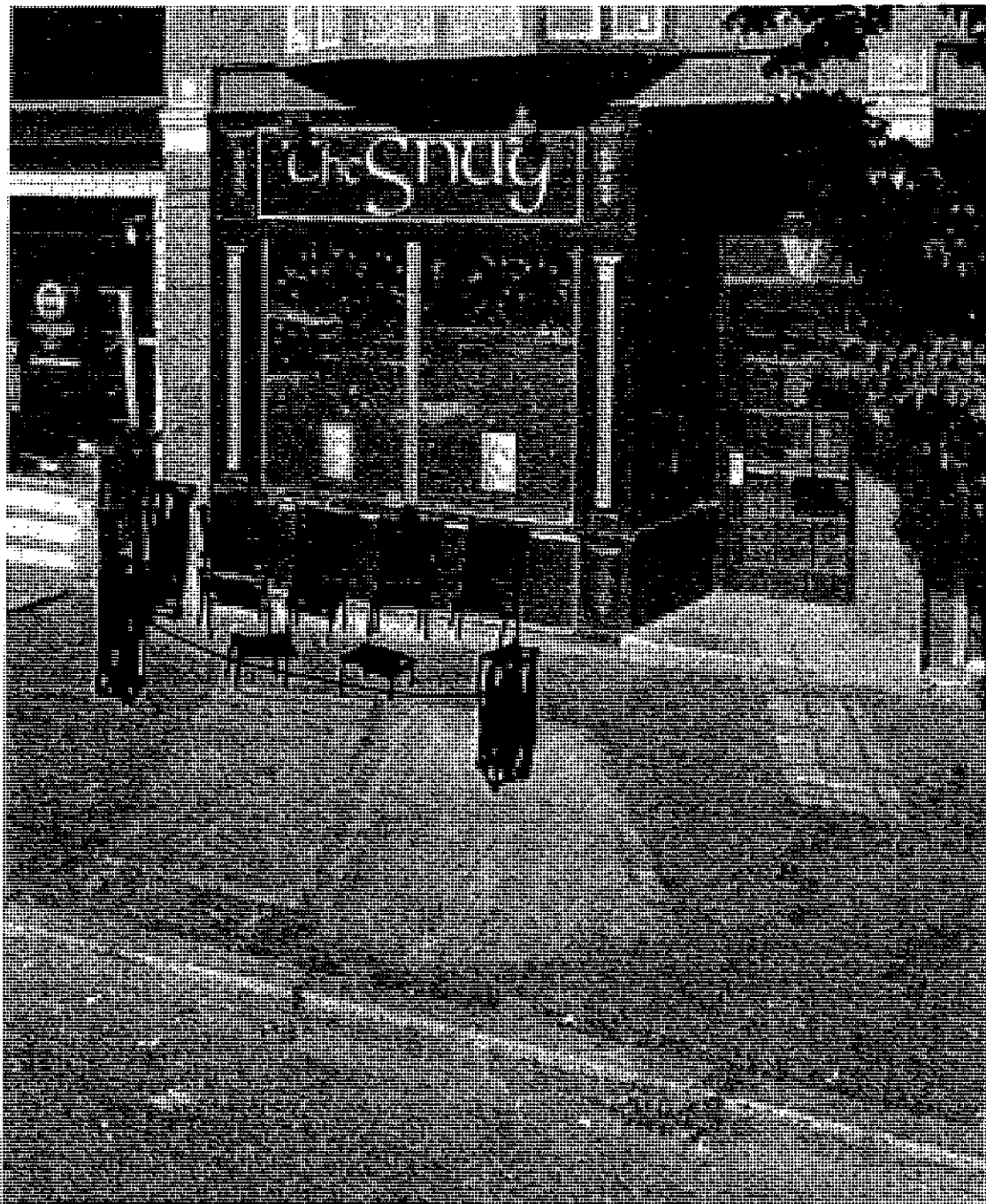
EXTENSION AREA PREMISE DIAGRAM

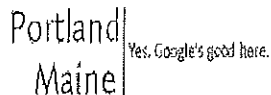
In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division for liquor consumption.











Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Snug

Kevin Cashman <kevindc@portlandmaine.gov>

Thu, May 25, 2017 at 1:29 PM

To: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD has no objections

Kevin C.

On Wed, May 24, 2017 at 13:04 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for The Snug for outdoor dining on public property at 227 Congress Street. They will be going before council on 6/19.

Owner is
The Snug LLC

Contact is
Margaret Lyons
thesnugpub@gmail.com
207-650-5566

Please email me approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 24, 2017

The Snug
227 Congress Street
Portland ME 04101

Re: The Snug, LLC dba The Snug. Application for Outdoor Dining on Public Property at 223 Congress Street.

Dear Margaret Lyons,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for Outdoor Dining on Public Property at 223 Congress Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the 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, jhanscombe@portlandmaine.gov

Sincerely,

Jessica Hanscombe
Business License Specialist
207-874-8783
jhanscombe@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., The Snug, LLC dba The Snug. Application for Outdoor Dining on Public Property at 223 Congress Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 278-16/17
Tab 9 6-19-17

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

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Juiced.LLC dba Juiced. Application for a Class III & IV FSE with Entertainment without
Dance and Outdoor Dining on Private Property at 561 Forest Avenue.**

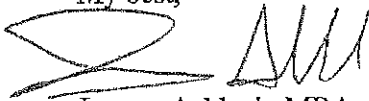
City Council Chambers, 2nd floor of City Hall
389 Congress St.
Portland, ME 04101

Mr. Mayor and Members of the Portland City Council,

I write to you to signify my intent to apply for both malt and vinous permits to serve the Portland community at 561 Forest Avenue. For three years this June, Juiced., a juice and smoothie café in Hallowell, has served our community with healthy alternatives to fast-casual dining options. We want to bring this to Portland, but also serve Kombucha (fermented tea from Portland's own Urban Farm Fermentory) on tap, Prosecco on tap for fresh-squeezed Mimosas and Bellinis, and a local beer on rotating draft in classic Portland fashion. We wish only to serve alcohol during the daytime, with acoustic entertainment as a possible way to make the environment even more comfortable for our patrons. A small outdoor bistro-style dining area is something we hope to have as well.

Our company believes in community, and we hope you approve our malt and vinous application so that we may serve as a place for the community to enjoy.

My best,

A handwritten signature in black ink, appearing to read 'Jeremy Ashlock', with a stylized, looped flourish at the end.

Jeremy Ashlock, MBA

Juiced.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director
389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Juiced. LLC (Juiced.) Phone: (207) 446-7028
Location Address:	561 Forest Avenue Zip: 04101
If new, what was formerly at this location:	Helios Real Estate (?)
Mailing Address:	83 Red Top Drive Monmouth, ME Zip: 04259
Contact Person:	Jeremy Ashlock Phone: (207) 446-7028
Contact Person Email:	jeremy.ashlock@maine.edu
Manager of Establishment:	Jeremy Ashlock Date of Birth: 11/21/92 Phone: (207) 446-7028
Owner of Premises (Landlord):	EA Realty
Address of Premises Owner:	82 Coyle Street Portland, ME Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Juiced. LLC		83 Red Top Drive Monmouth, ME Zip: 04259	
Contact Person:	Jeremy Ashlock	Phone:	(207) 446-7028
Principal Officers	Title	Date of Birth	Residence Address
Jeremy Ashlock	Owner	11/21/1992	35 Columbia Road Portland, ME 04103
Barbara Niccoli-Hiltz	Owner	12/26/1958	83 Red Top Drive Monmouth, ME 04259
Rodney Hiltz	Owner	9/8/1959	83 Red Top Drive Monmouth, ME 04259

About Your Establishment

Class of Liquor License:	Vinase / Malt
Type of food served:	Wraps, Salads, Juices, Smoothies, Baked Goods, et al
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> Liquor <u>Kombucha</u> , <u>Prosecco</u>
Projected percentage of sales:	Generated from Food: 100% 80% Generated from Alcohol: 100% 20%
Hours & days of operation:	M-F: 7am - 3pm Sat: 9am - 4pm Sun: 9am - 4pm

QUESTIONS

Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N <u>Y</u>
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N <u>N</u>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N <u>N</u>
Will you permit dancing on the premises?	Y/N <u>N</u>
Will you permit dancing after 1:00 a.m.?	Y/N <u>N</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N <u>Y</u>
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N <u>N</u>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	7/1/17 <u>Y</u>
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N <u>N</u>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N <u>N</u>
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/N <u>N</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N <u>N</u>
If Yes, please explain:	

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

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

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

Signature [Signature] Title Owner Date 1/24/17

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Michael A. Russell, MS, Director

389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557

www.portlandmaine.gov

Supplemental Application for Dancing and Entertainment License

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Alcohol license.

☒ Entertainment without Dancing: \$281 ☐ Entertainment with Dancing: \$504 ☐ After-Hours (1 a.m. to 3 a.m.): \$567

Business Information	
Business Name (d/b/a):	Juiced LLC (Juiced.) Phone: (207) 446-7628
Location Address:	561 Forest Avenue Portland, ME Zip: 04101

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Juice & Smoothie cafe. Would like acoustic artists, poetry, etc.

Will music be electric, acoustical, or both? (Circle)

Will amplification be used?

Y/N

If yes, where and at what level?

Will music be played (Circle all that apply): Inside Outside

Will you permit dancing on the premises?

Y/N

Will you permit dancing after 1:00 a.m.?

Y/N

What is the distance to the nearest residential dwelling unit both inside and outside the building from where the entertainment will take place? Nothing inside, housing next door on Coyle Street.

What is your targeted opening date?

7/1/17

Does the issuance of this license directly or indirectly benefit any City employee(s)?

Y/N

If Yes, list name(s) 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

[Handwritten Signature]

Title

Owner

Date

1/24/17

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

Portland, Maine

Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:		
New Application?	(Yes/No)	
Renewal?	(Yes/No) → If yes, are there any changes? (Yes/No)	
Private Property?	(Yes/No)	
Historic District?	(Yes/No)	
Liquor License Required?	(Yes/No)	Permitting and Inspections Director Signature _____
OR Pending City Council Date _____	(D/M/Y)	
Location Name: <u>Juiced.</u>	Chart	Block Lot#
Address: <u>561 Forest Avenue Portland, ME 04101</u>		
Owner Name: <u>Jeremy Ashlock</u>	Total Square Footage of Outdoor Dining Area: ¹	
Phone #: <u>(207) 446-7028</u>	Length: (<u>20</u>) x Width (<u>6</u>) = <u>120</u>	
Email: <u>juicedlocal@gmail.com</u>		
Applicant must be owner or lessee.	Please pay before the permit can be issued.	
Name: <u>Jeremy Ashlock</u>	\$125 (One-time Private Property fee) or	
Address: <u>33 Red Top Dr</u>	\$80 (Annual Public Fee) + Total Sq. Ft.: _____ x	
City: <u>Portland</u>	(\$2) or (\$6 in public parks) =	
State & Zip: <u>ME 04259</u>	Total Fee of \$ <u>125</u>	
E-Mail: <u>juicedlocal@gmail.com</u>		
Current use: <u>Vacant Area</u>	Business name: <u>Juiced.</u>	
How many chairs? <u>20</u>	How many tables? <u>4</u>	
Please circle one of the following: Alcohol is served = (Yes/No).		
Who should we contact?		
Name: <u>Jeremy Ashlock</u>		
Phone: <u>(207) 446-7028</u>		
Address: <u>561 Forest Avenue Portland, ME</u> E Mail: <u>juicedlocal@gmail.com</u>		

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permits@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: _____

Date: 5/22/17

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

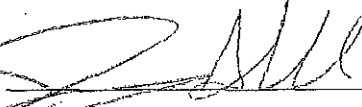
Portland, Maine

Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Adjacent on-street parking requires Parking Office review and Building Authority approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged: 

Date: 1/24/17

Printed name: Jeremy Ashlock

Establishment: Juiced

Location: 561 Forest Avenue

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

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: ☒ Yes ☐ No

PRESENT LICENSE EXPIRES N/A

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

- ☒ RESTAURANT (Class I,II,III,IV) ☐ RESTAURANT/LOUNGE (Class XI) ☐ CLASS A LOUNGE (Class X)
☐ HOTEL (Class I,II,III,IV) ☐ HOTEL NO FOOD (Class I-A)
☐ CLUB w/o Catering (Class V) ☐ CLUB with CATERING (Class I) ☐ GOLF COURSE (Class I,II,III,IV)
☐ TAVERN (Class IV) ☐ QUALIFIED CATERING ☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Juiced. LLC</u>			Business Name (D/B/A) <u>Juiced.</u>		
APPLICANT(S) --(Sole Proprietor) DOB:			Physical Location: <u>561 Forest Avenue</u>		
DOB:			City/Town <u>Portland</u>	State <u>Maine</u>	Zip Code <u>04101</u>
Address <u>83 Red Top Drive</u>			Mailing Address <u>83 Red Top Drive</u>		
City/Town <u>Monmouth</u>	State <u>ME</u>	Zip Code <u>04259</u>	City/Town <u>Monmouth</u>	State <u>Maine</u>	Zip Code <u>04259</u>
Telephone Number <u>(207) 446-7028</u>		Fax Number	Business Telephone Number <u>(207) 446-7028</u>		Fax Number
Federal I.D. # <u>46-5436454</u>			Seller Certificate #: or Sales Tax #: <u>1108955</u>		
Email Address: Please Print <u>juicedlocal@gmail.com</u>			Website: <u>juicednatural.com</u>		

If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: 6/23/17 Business hours: M-F 7am-3pm, Sat. 9-4, Sun 9-4

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
2. State amount of gross income from period of last license: ROOMS \$ N/A FOOD \$ N/A LIQUOR \$ N/A
3. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

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

4. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐
5. If manager is to be employed, give name: Jeremy Ashlock (owner-manager)
6. Business records are located at: 561 Forest Avenue Portland, ME 04101
7. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
8. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

9. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Jeremy Lee Ashlock	11/21/1992	Manchester, NH
Barbara Lynn Niccoli-Hiltz	12/26/1958	Catskill, NY
Rodney Baxter Hiltz	09/08/1959	Farmington, ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Monmouth, ME, Old Town, ME, Portland, ME		

10. 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

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

11. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

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

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

14. Describe in detail the premises to be licensed: (On Premise Diagram Required) Cafe, only a refrigerator and fridge to store small kegs.

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

YES ☒ NO ☐ Applied for: _____

16. 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? 341 ft. Which of the above is nearest? Church

17. 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: Loan from

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

YES ☒ NO ☐ Applied for on: _____

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? 341 feet 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: Key Bank/SBA Loan

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

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

Dated at:

Portland, Maine
Town/City, State

on

May 26
Date

, 20 17

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications)..... \$ **10.00**

Class I Spirituous, Vinous and Malt \$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

Class I-A Spirituous, Vinous and Malt, Optional Food (Hotels Only) \$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.

Class II Spirituous Only \$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

Class III Vinous Only \$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

Class IV Malt Liquor Only \$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

Class V Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) \$ 495.00
CLASS V: Clubs without catering privileges.

Class X Spirituous, Vinous and Malt – Class A Lounge \$2,200.00
CLASS X: Class A Lounge

Class XI Spirituous, Vinous and Malt – Restaurant Lounge \$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All applications for **NEW** or **RENEWAL** liquor licenses must contact their **Municipal Officials** or the **County Commissioners** in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY

☐ Approved

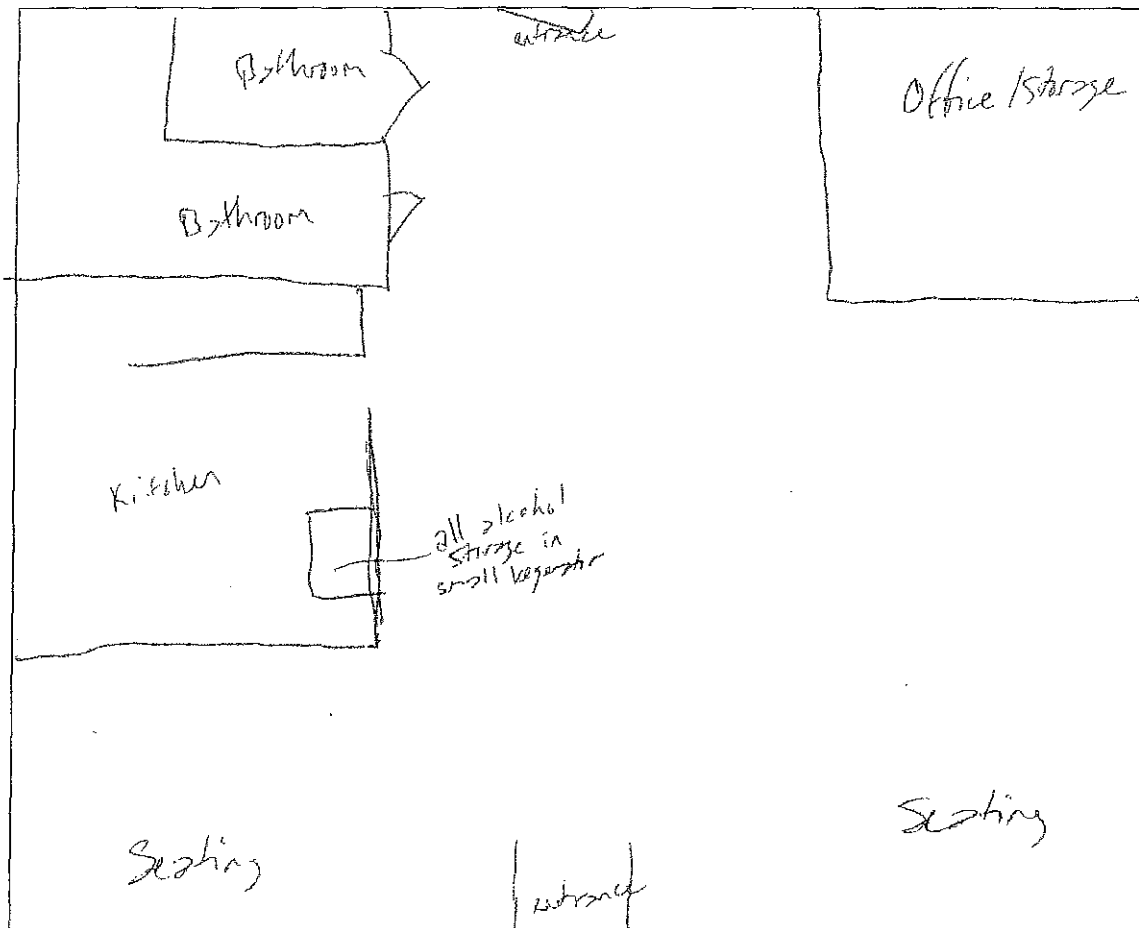
☐ Not Approved

BY:

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



See attached for more detail



Division of Alcoholic Beverages and Lottery
Operations
Division of Liquor Licensing and Enforcement

**Corporate Information Required for
Business Entities Who Are Licensees**

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

Please clearly complete this form in its entirety.

1. Exact legal name: Swiced, LLC
2. Doing Business As, if any: Swiced.
3. Date of filing with Secretary of State: 5/1/14 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Jeremy Ashlock	Portland, Old Town, Monmouth Maine	11/21/1972	Owner	45
Barbara Niccoli-Hiltz	Monmouth, ME	12/26/1958	Owner	45
Rodney Hiltz	Monmouth, ME	9/8/1959	Owner	10

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

6. If Co-Op # of members: N/A (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

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

Name: _____

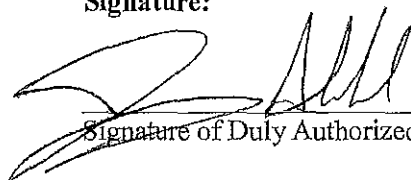
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

Date

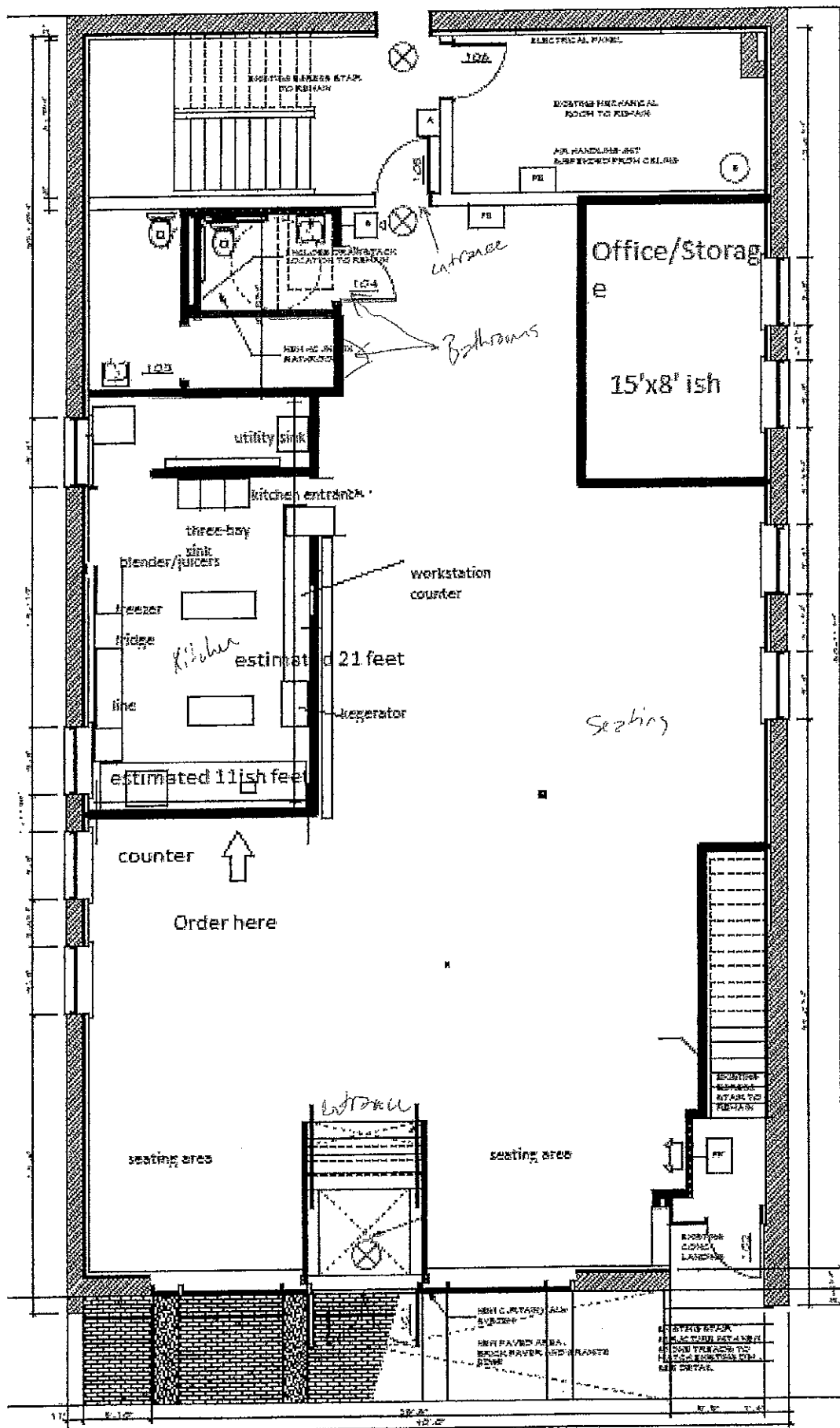
1/24/2017

Jeremy Ashlock

Print Name of Duly Authorized Person

Submit Completed Forms to:

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



Menu

JUICES

8 oz. \$4.50

12 oz. \$5.50

16 oz. \$6.50

The House Cleanse

Kale, Spinach, Cucumber, Celery, Green Apple, Lemon, Ginger, Parsley, Cayenne Pepper, Cumin

That Carrot One

Carrots, Green Apple, Orange, Kiwi, Ginger, Green Tea

Detox

Green Apple, Beets, Carrots, Ginger.

The Classic Cleanse

Lemon, Green Tea, Maple Syrup, and an optional pinch of Cayenne Pepper.

The Other Carrot One

Carrots, Green Apple, Cucumber, Celery, Ginger.

Cucumber Green Tea Refresher

Cucumber, Green Apple, Spinach, Kale, Strawberries, Ginger, Green Tea.

Tomato Rehydrate

Tomato, Green Apple, Celery, Cucumber, Orange

Wheatgrass Shot (per 1/2 ounce) \$.99

Ginger Shot (per 1/2 ounce) \$.99

SMOOTHIES

8 oz. \$4.00

12 oz. \$5.00

16 oz. \$6.00

20 oz. \$7.00

Green Refuel

Green Apple, Kale, Spinach, Banana, Peas, Lemon, Avocado, Ginger

Lemonberry

Greek Yogurt, Lemon, Orange, Strawberries

Sweet Greens

Kale, Spinach, Unsweetened Vanilla Almond Milk, Blueberries, Strawberries, Banana

Mango Bananaberry

Mango, Banana, Strawberry, Unsweetened Vanilla Almond Milk, Spinach

Orange Cream

Unsweetened Coconut Milk, Oranges, Maple Syrup, Vanilla Extract

Berry Smooth

Unsweetened Coconut Milk, Strawberries, Blueberries, Greek Yogurt.

Apple Cinnamon Oatmeal

Unsweetened Vanilla Almond Milk, Gluten-Free Oats, Greek Yogurt, Applesauce, Cinnamon, Peanut Butter.

Coconut Cream Pie

Unsweetened Coconut Milk, Shredded Coconut, Coconut Extract, Vanilla Extract, Bananas.

Mango-Avocado

Mango, Avocado, Vanilla Greek Yogurt, Unsweetened Vanilla Almond Milk
Tropical Delight
Pineapple, Mango, Orange.
Ask About our Seasonal Options!

PROTEIN SHAKES*

8 oz. \$4.50

12 oz. \$5.50

16 oz. \$6.50

20 oz. \$7.50

Coffee Mocha Shake

Chocolate Q5 Warrior Whey, Unsweetened Vanilla Almond Milk, Coffee, Unsweetened Cocoa, Peanut Butter, Honey, Banana

Chocolate Peanut Butter Shake

Unsweetened Vanilla Almond Milk, Banana, Peanut Butter, Chocolate Q5 Warrior Whey, Cocoa.

Strawberry Banana Shake

Unsweetened Vanilla Almond Milk, Strawberries, Banana, Vanilla Q5 Warrior Whey.

Chocolate Coconut Protein Shake

Unsweetened Coconut Milk, Q5 Chocolate Warrior Whey, Unsweetened Cocoa, Shredded Coconut, Coconut Extract.

Coffee Cream Shake

Unsweetened Vanilla Almond Milk, Coffee, Q5 Vanilla Warrior Whey, Cinnamon, Peanut Butter, Banana.

*All Protein Shakes are available with vegan-friendly protein powder

LUNCH MENU

PANINI

Chipotle-Chicken - \$8.99

Gluten-Free Udi's Whole Grain Bread, Organic Chicken, Kale, Red Onion, Shredded Parmesan, Chipotle Mayonnaise

Apple-Honey Ham - \$8.99

Gluten-Free Udi's Whole Grain Bread, Sliced Ham, Cheddar Cheese, Apple, Red Onion, Honey Mustard Juiced. Caprese - 6.99

Gluten-Free Udi's Whole Grain Bread, Tomato, Mozzarella, Pesto

WRAPS

Your choice of Gluten-Free, Whole Wheat, or Spinach wraps!

Our options include:

Chicken and House-Slaw - \$9.99

Organic chicken combined with a slaw consisting of Red Cabbage, Carrots, and Apples in a Cucumber-Avocado Dressing

Chicken Caesar - \$9.99

Organic Chicken, Spring Mix, Mozzarella Cheese, Caesar Dressing (gluten-free), Tomato.

Apple Honey Ham - \$9.99

Sliced Ham, Cheddar Cheese, Apple, Red Onion, Honey Mustard.

Tuna-Avocado Salad - \$8.99
Tuna, Avocado, Celery, and Lettuce mix
Breakfast Wrap - \$5.99
Peanut Butter, Juiced. Granola, Banana.
Veggie - \$6.99
Lettuce mix, Tomato, Cucumber, Avocado, and choice of available Hummus
Veggie with Chicken - \$9.99
Same as Veggie wrap, but adding organic chicken.

SALADS

Small / Large

Veggie - \$4.99 / \$7.99
Lettuce mix, Tomato, Cucumber, Avocado, and choice of house dressing, or available hummus options.
Veggie with Chicken - \$7.99 / \$10.99
Same as Veggie salad, and add chicken.
Tuna-Avocado Salad - \$6.99 / \$9.99
Same as Veggie salad, and also add our Tuna-avocado salad (Tuna, Avocado, and Celery).

Hot Soups (seasonally available)

Soup of the Day posted on our Facebook each day!

Small (8 ounce) \$3.99

Large (12 Ounce) \$5.99

SNACKS

From our gluten-free baked goods to our delicious protein-packed homemade bars, these are sure to give you a healthy alternative to those snacks in your desk drawer (yeah, we know about those).

Almond Butter Raw Protein Bar \$3.19

Peanut Butter Raw Protein Bar \$3.19

Muffin of the Day \$1.89

Cookie of the Day \$1.69

Clean-Eating Friendly Brownies \$2.99

Try a bag of our granola for just \$7.59!

COFFEE By Design

House Mugs \$1.64 (\$1.00 Refills)

12 oz. Small \$1.74

16 oz. Medium \$2.34

20 oz. Large \$2.84

24 oz. Extra Large \$3.24

TEAS

12 oz. Small \$2.49

16 oz Medium \$2.59

20 oz Large \$2.69

Homegrown Herb's Emerald Green Tea Blend

Homegrown's premiere green tea blend, also used in our juices.

Homegrown Herb's Earl Grey Blend

Homegrown's classic Earl Grey black tea blend, perfect for a morning cup of tea.

Homegrown Herb's Rooibon Chai Blend

Homegrown's Signature chai spice blend with organic African Red Rooibos.

Homegrown Herb's Juiced. House Blend

A tea specially blended for Juiced.

Coffee By Design ESPRESSO, LATTES, CAPPUCCINO

Espresso

Two Shots \$2.60

One Shot \$2.00

Lattes & Cappuccino

Small \$2.90

Medium \$3.65

Large \$3.90

Americano

Small \$2.30

Medium \$2.90

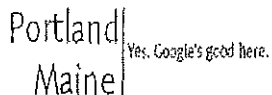
Large \$3.29

Proposed Alcohol:

Kombucha on tap

Prosecco on tap for Mimosas and Bellinis

Rotating Local Beer Tap



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Juiced

Kevin Cashman <kevindc@portlandmaine.gov>

Sun, May 28, 2017 at 5:24 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Rachel Smith <rms@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD has no objections.

Kevin C.

On Fri, May 26, 2017 at 1:21 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for Juiced, 561 Forest Avenue for a Class III & IV license with Entertainment without dancing and Outdoor Dining on Private Property. They will be going before City Council on June 19, 2017.

Owner is Juiced LLC
Jeremy Ashlock
Barbara Niccoli Hiltz
Rodney Hiltz

Contact is
Jeremy Ashlock
207-446-7028
jeremy.ashlock@maine.edu

The information has been added to UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov.
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

MELISSA CAIAZZO
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D246875

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-05-26) :

Inquiries Name(s) RODNEY HILTZ (1959-09-08)

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)

MELISSA CAIAZZO
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D246873

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-05-26) :

Inquiries Name(s) BARBARA NICCOLI HILTZ (1958-12-26)

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)

MELISSA CAIAZZO
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D246869

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-05-26) :

Inquiries Name(s) JEREMY ASHLOCK (1992-11-21)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 26, 2017

Juiced LLC
83 Red Top Drive
Monmouth ME 04259

Re: Juiced.LLC dba Juiced. Application for a Class III & IV FSE with Entertainment without Dance and Outdoor Dining on Private Property at 561 Forest Avenue.

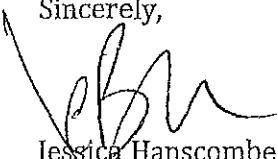
Dear Jeremy Ashlock,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for a Class III & IV FSE with Entertainment without Dance and Outdoor Dining on Private Property at 561 Forest Avenue. 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, jhanscombe@portlandmaine.gov

Sincerely,


Jessica Hanscombe
Business License Specialist
207-874-8783
jhanscombe@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., Juiced, LLC dba Juiced. Application for a Class III & IV FSE with Entertainment without Dance and Outdoor Dining on Private Property at 561 Forest Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 279-16/17
Tab 10 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Highlife LLC dba Howies Pub. Application for Outdoor Dining on Private Property at 501
Washington Avenue.**

To whom it may concern:

Howies Pub would like to take advantage of our beautiful private back space this summer. We have recently painted and cleaned up the space and are excited to add outdoor availability to our East Deering neighborhood pub. Seating will be around 12-16 people with approximately 4 tables. The space is fenced in, well lit and has cameras. The space will be open daily until Oct 1.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	HOWIES PUB
Location Address:	501 WASHINGTON AVE PORTLAND, ME 04103
If new, what was formerly at this location:	
Mailing Address:	
Contact Person:	JOSEPH HARDY
Contact Person Email:	Joseph.hardy79@gmail.com
Manager of Establishment:	
Owner of Premises (Landlord):	JOSEPH HARDY
Address of Premises Owner:	55 PLYMOUTH ST. PORTLAND, ME 04103

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
HIGHLIFE LLC	501 WASHINGTON AVE PORTLAND, ME 04103		
Contact Person:	Joseph Hardy	Phone:	207 332 5891
Principal Officers	Title	Date of Birth	Residence Address
Joe Hardy		06/12/79	
Adam Moore		06/17/86	

About Your Establishment

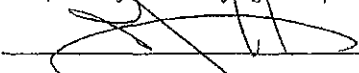
Class of Liquor License:	<u>* Class A Large</u>	
Type of food served:	<u>Pub</u>	
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>	
Projected percentage of sales:	Generated from Food: <u>20</u>	Generated from Alcohol: <u>80</u>
Hours & days of operation:	<u>10-1 M-S</u>	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
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?	Y/N
If Yes, please list business name(s) and location(s):	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N
If Yes, please explain:	

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

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

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

Signature  Title PRESIDENT Date 5/26/17

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:

New Application? ☒ Yes ☐ No
Renewal? ☐ Yes ☐ No → If yes, are there any changes? (Yes/No)
Private Property? ☒ Yes ☐ No
Historic District? ☒ Yes ☐ No
Liquor License Required? ☐ Yes ☐ No Permitting and Inspections Director Signature _____
OR Pending City Council Date _____ (D/M/Y)

Location Name: Howies Pub Chart Block Lot#
Address: 501 Washington Ave
Portland, ME 04103

Owner Name: JOSEPH HARDY Total Square Footage of Outdoor Dining Area:¹
Phone #: 207 332-5891 Length: (39) x Width (11) = 429
Email: Joseph.hardy79@gmail.com

Applicant must be owner or lessee. Please pay before the permit can be issued.
Name: JOSEPH HARDY \$125 (One-time Private Property fee) or
Address: 55 PLYMOUTH ST \$80 (Annual Public Fee) + Total Sq. Ft.: _____ x
City: Portland (\$2) or (\$6 in public parks) =
State & Zip: ME 04103 Total Fee of \$ 125 pd chk # 684
E-Mail: Joseph.hardy79@gmail.com

Current use: NONE Business name: Howies Pub
How many chairs? 6-10 How many tables? 3
Please circle one of the following: Alcohol is served = ☒ Yes ☐ No.

Who should we contact?
Name: JOSEPH HARDY
Phone: 207 332 5891
Address: 501 Washington Ave E Mail: Joseph.hardy79@gmail.com

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permits@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: _____ Date: 5/26/17

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Adjacent on-street parking requires Parking Office review and Building Authority approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged:

A handwritten signature in black ink, appearing to read "JOSEPH HARDY", written over a horizontal line.

Date:

5/26/17

Printed name:

JOSEPH HARDY

Establishment:

HOWLES PUB

Location:

501 WASHINGTON AVE PORTLAND, ME 04103

Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
Telephone (207) 624-7220 Fax: (207) 287-3434
Email inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
License No:	
Diagram:	☐ Yes ☐ No
Town Approval:	☐ Yes ☐ No

REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: HIGH LIFE LLC License Number: 17-1230
Physical Address: 501 WASHINGTON AVE City PORTLAND
State ME Zip 04103 Phone: _____ Fax: _____
Email address: Joseph.hardy79@gmail.com Please Print
Mailing address: _____
Street / PO Box City State Zip

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

Signature of Owner Printed Name of Owner JOSEPH HARDY

Temporary ☐ Permanent ☒ Inside ☐ Outside ☒ Live Entertainment: Yes ☐ No ☐

Start Date: _____ End Date (if applicable): _____

Reason for this request: _____

This request for an extension of service area for on premise license location MUST have Town / City approval and MUST have a diagram submitted with this form.

Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

TO MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

This application must be approved by the Municipal Officers of the municipality in which the liquor license is held or, if held in an unincorporated place, by the County Commissioner. Title 28A, Section 651, Subsection 2B grant authority for this approval without public notice.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

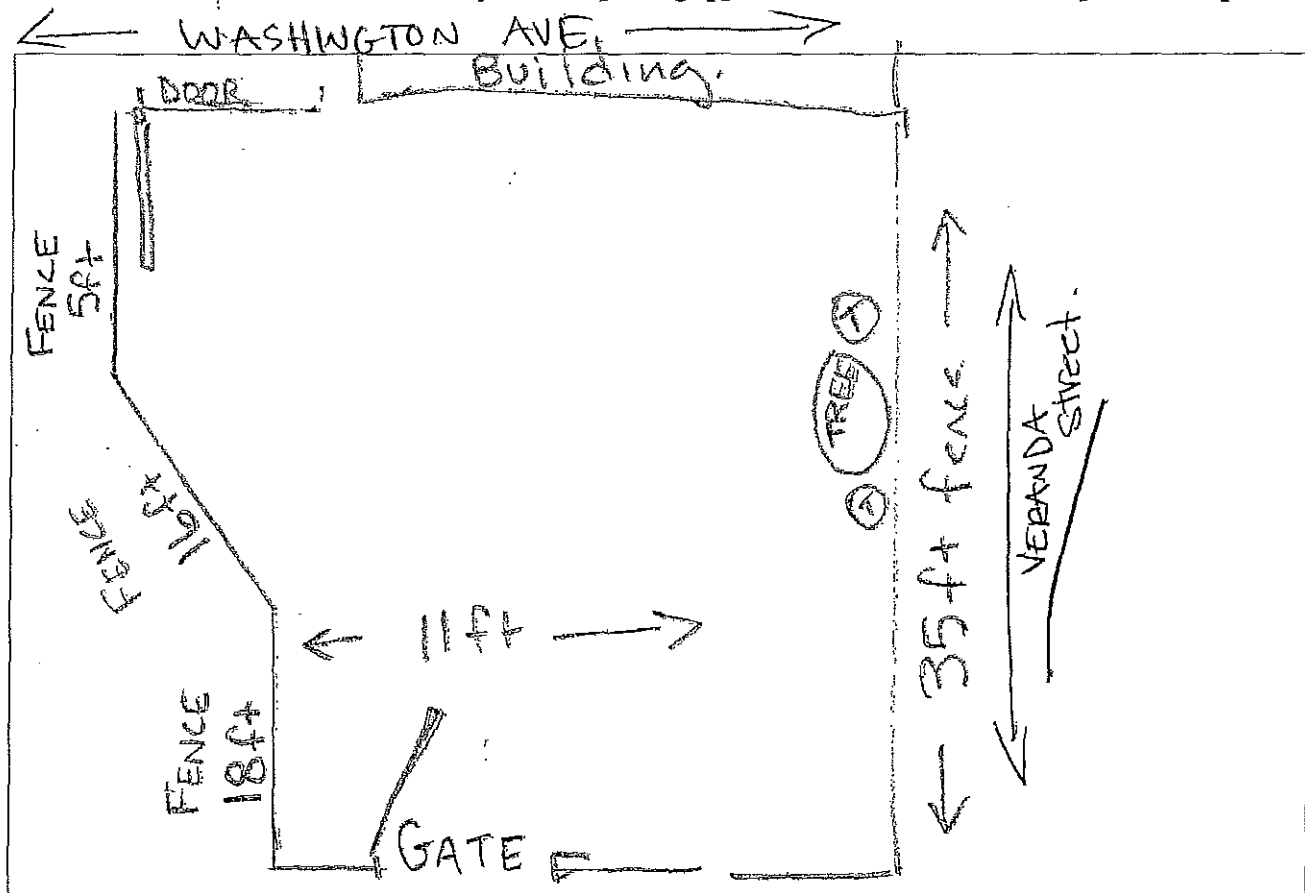
The undersigned being: ☐ Municipal Offices ☐ County Commissioners of the

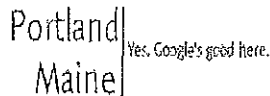
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Signature of Officials	Printed Name and Title

EXTENSION AREA PREMISE DIAGRAM

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division for liquor consumption.





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Howies Pub

Kevin Cashman <kevindc@portlandmaine.gov>

Sun, May 28, 2017 at 5:25 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Fri, May 26, 2017 at 1:59 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for Howie's Pub, 501 Washington Avenue for Outdoor Dining on Private Property. This will go before City Council on June 19th.

Owner is
Highlife LLCContact is
Joseph Hardy
207-332-5891
joseph.hardy79@gmail.com

Please email me approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov.
Hours - Saturday thru Tuesday (4pm-2am)

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 26, 2017

Howies Pub
501 Washington Avenue
Portland ME 04103

Re: Highlife LLC dba Howies Pub. Application for Outdoor Dining on Private Property at 501 Washington Avenue.

Dear Joseph Hardy,

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for Outdoor Dining on Private Property at 501 Washington Avenue. 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, jhanscombe@portlandmaine.gov

Sincerely,

A handwritten signature in black ink, appearing to read "JBH", is written over the typed name.

Jessica Hanscombe
Business License Specialist
207-874-8783
jhanscombe@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., Highlife LLC dba Howies Pub. Application for Outdoor Dining on Private Property at 501 Washington Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 280-16/17
Tab 11 6-19-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**JSL Investments dba Old Port Sea Grill. Application for Outdoor Dining on Public
Property at 93 Commercial Street.**

To Whom it May Concern,

I am applying to have 4 outside dining tables at The Old Port Sea Grill.
Each table will accommodate 4 guests. We will be serving our full dining
menu and bar list.

Thank you,
Laura Argitis

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	Old Port Sea Grill	Phone:	207 878-6100
Location Address:	93 Commercial St.	Zip:	04101
If new, what was formerly at this location:			
Mailing Address:	93 Commercial St.	Zip:	04101
Contact Person:	Lance Argitis	Phone:	207 272-7122
Contact Person Email:	Mainecourse31@yahoo.com		
Manager of Establishment:	Lance Argitis	Date of Birth:	12/31/68
Owner of Premises (Landlord):	Olympic Equity Invested	Phone:	207 272-7122
Address of Premises Owner:	7 Custom House St.	Zip:	04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
JOL Investor		93 Commercial St. 04101	
Contact Person:	Lance Argitis	Phone:	207 272-7122
Principal Officers	Title	Date of Birth	Residence Address
Lance Argitis	President	12/31/68	25 Seaside Ave Portland ME 04101

About Your Establishment

Class of Liquor License:	Class A	
Type of food served:	Seafood	
Please circle all that will be served:	Beer Wine Liquor	
Projected percentage of sales:	Generated from Food:	Generated from Alcohol:
Hours & days of operation:	Mon - Sunday 11:30am - 11:00 PM	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	Y/N
Will you permit dancing on the premises?	Y/N
Will you permit dancing after 1:00 a.m.?	Y/N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date?	6/20/17
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N
If Yes, list name(s) of employee(s) and department(s): Darius Amato Police Dept.	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N
If Yes, please list business name(s) and location(s): Old Port Sea Grill	
Is any principal officer under the age of 21?	Y/N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N
If Yes, please explain:	

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

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

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

Signature: [Signature] Title: Proprietor Date: 5/17/17

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:

New Application? ☒ (Yes/No)
 Renewal? ☐ (Yes/No) → If yes, are there any changes? (Yes/No)
 Private Property? ☐ (Yes/No)
 Historic District? ☐ (Yes/No)
 Liquor License Required? ☒ (Yes/No) Lic # 5025
 OR Pending City Council Date _____ (D/M/Y)

Location Name: Old Port Sea Grill
 Address: 93 Commercial St

Chart Block Lot#

Owner Name: Laura Argitis
 Phone #: (207) 272-7122
 Email: mainecourse31@yahoo.com

Total Square Footage of Outdoor Dining Area:¹

Length: (20) x Width: (6) = 120

Applicant must be owner or lessee.

Name: Laura Argitis
 Address: 25 Benzinger Ave
 City: Yarmouth
 State & Zip: Maine 04096
 E-Mail: mainecourse31@yahoo.com

Please pay before the permit can be issued.

\$125 (One-time Private Property fee) or
 \$80 (Annual Public Fee) + Total Sq. Ft.: 120 x
 (\$2) or (\$6 in public parks) =

Total Fee of \$ 305.00

Current use: NA

Business name: Old Port Sea Grill

How many chairs? 16

How many tables? 4

Please circle one of the following: Alcohol is served = ☒ (Yes/No).

Who should we contact?

Name: Laura Argitis
 Phone: (207) 272-7122

Address: 93 Commercial Street E Mail: mainecourse31@yahoo.com

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permits@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: _____

Date: 11/1/17

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Adjacent on-street parking requires Parking Office review and Building Authority approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged:

Date: 11.1.17

Printed name:

Laura Argitis

Establishment:

Old Port Sea Grill

Location:

93 Commercial St. Portland, ME 04101

Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
Telephone (207) 624-7220 Fax: (207) 287-3434
Email inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
License No:	
Diagram:	☐ Yes ☐ No
Town Approval:	☐ Yes ☐ No

REQUEST FOR EXTENSION OF LICENSE ON PREMISE

Legal Name: JSL Investments License Number: 5025

Physical Address: 93 Commercial St City Portland

State ME Zip 04101 Phone: 207-878-6100 Fax: —

Email address: Mane@jsl.com Please Print

Mailing address: 93 Commercial St Portland ME 04101
Street / PO Box City State Zip

Name, address, telephone number of Property Owner (if property is rented or leased, need copy of rental agreement / lease):

Olympic Health Insurance, Inc. Portland, ME 04101
(207) 874-9990

Signature of Owner

Printed Name of Owner

Temporary ☐ Permanent ☐ Inside ☐ Outside ☒ Live Entertainment: Yes ☐ No ☒

Start Date: June 2017 End Date (if applicable): Nov 15, 2017

Reason for this request: outside dining

This request for an extension of service area for on premise license location MUST have Town / City approval and MUST have a diagram submitted with this form.

Outdoor Restrictions:

There must be a stanchion or fence completely enclosing the area. Signs must be posted, stating "no alcohol beyond this point". There must be sufficient employees at the extension of premise, which would be able to control and monitor the area.

TO MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

This application must be approved by the Municipal Officers of the municipality in which the liquor license is held or, if held in an unincorporated place, by the County Commissioner. Title 28A, Section 651, Subsection 2B grant authority for this approval without public notice.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

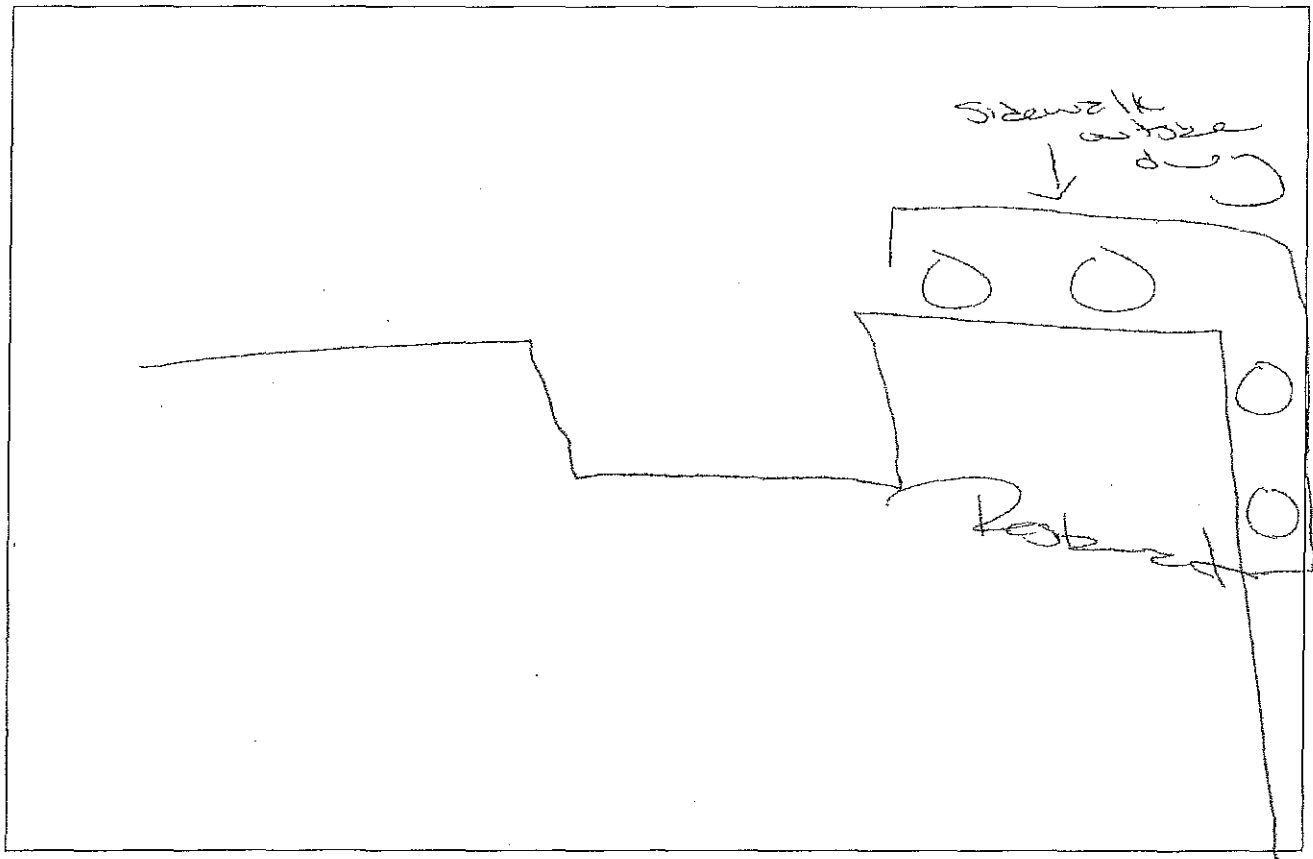
The undersigned being: ☐Municipal Offices ☐County Commissioners of the

☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Signature of Officials	Printed Name and Title

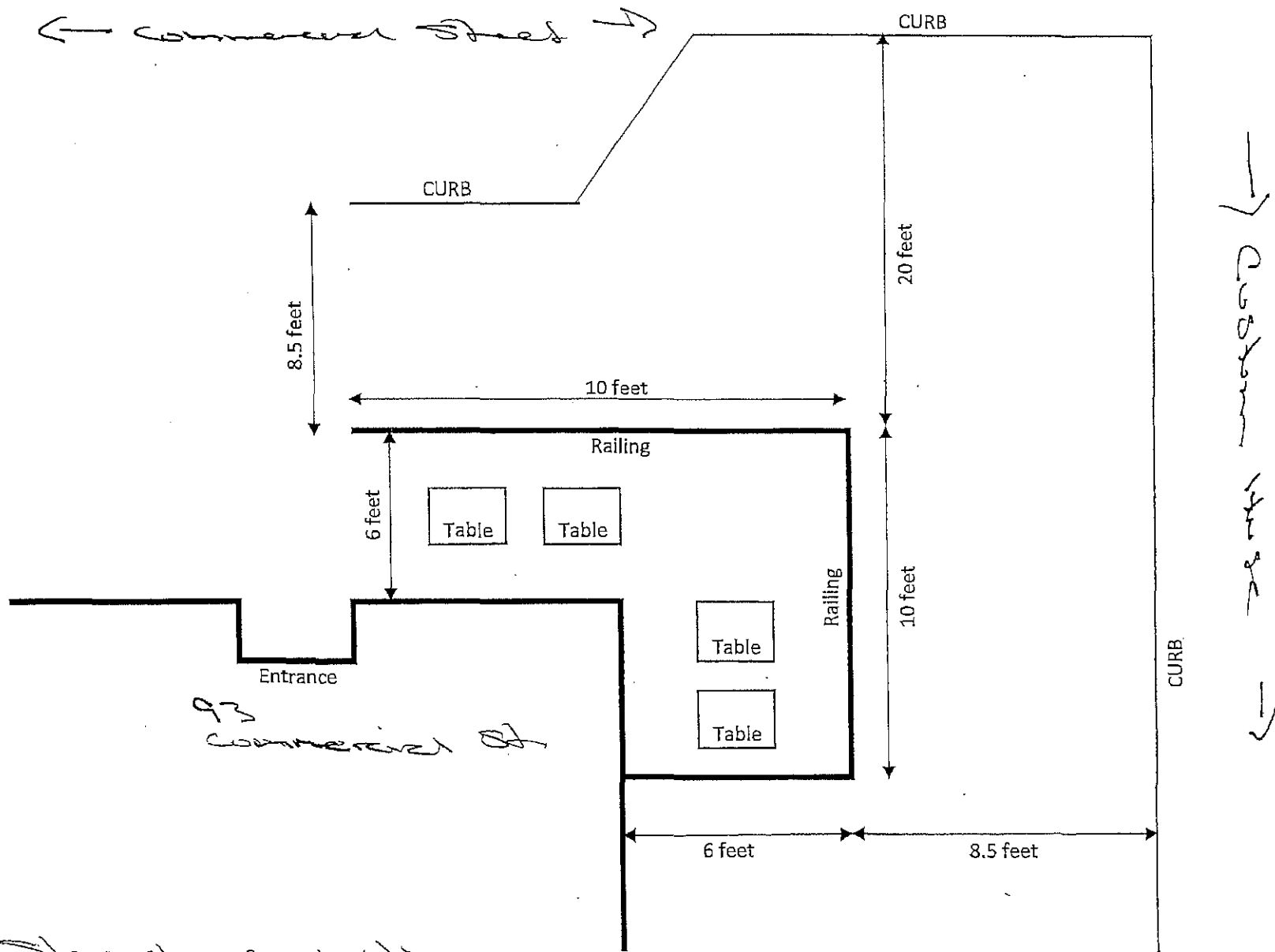
EXTENSION AREA PREMISE DIAGRAM

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including methods of monitoring and containment of certain area which you are requesting approval from the Division for liquor consumption.

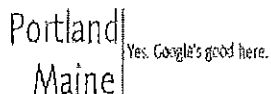


OLD PORT SEA GRILL

Patio Plot Plan



Stanchions with
chain will be provided
in the hallway



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Old Port Sea Grill

Kevin Cashman <kevindc@portlandmaine.gov>

Sun, May 28, 2017 at 5:26 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD has no objections.

Kevin C.

On Fri, May 26, 2017 at 2:27 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Sorry, the attachment failed.

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

On Fri, May 26, 2017 at 2:25 PM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for Old Port Sea Grill, 93 Commercial Street for Outdoor Dining on Public Property. They currently hold a Class I FSE. They will be going before council on 6/19.

Owner is
JSL InvestmentsContact is
Laura Argitis
207-272-7122
mainecourse31@yahoo.com

Please email me approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 26, 2017

Old Port Sea Grill
93 Commercial Street
Portland ME 04101

Re: JSL Investments dba Old Port Sea Grill. Application for Outdoor Dining on Public Property at 93 Commercial Street.

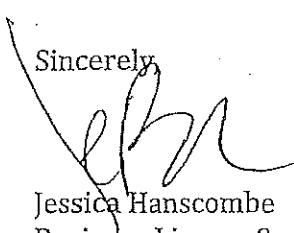
Dear Laura Argitis

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for Outdoor Dining on Public Property at 93 Commercial Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the 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, jhanscombe@portlandmaine.gov

Sincerely,


Jessica Hanscombe
Business License Specialist
207-874-8783
jhanscombe@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., JSL Investments dba Old Port Sea Grill. Application for Outdoor Dining on Public Property at 93 Commercial Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 281-16/17
Tab 12 6-19-17*

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

CITY OF PORTLAND
IN THE CITY COUNCIL

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:**

**Hot Suppa, Inc. dba Hot Suppa. Application for a Class I FSE with Outdoor Dining on
Private Property at 703 Congress Street.**



City of Portland
389 Congress Street
Portland, Maine

Friday, May 26, 2017

Mayor Strimling & City Council,

Hot Suppa, Inc. is asking the city to consider granting a Class I alcohol license. Hot Suppa has been a viable family oriented restaurant since it was established in January, 2006. Hot Suppa has recently changed its corporate status from a limited liability company to a corporation. My brother, Alec and I still manage the restaurant and it's day-to-day operations, as we have since 2006. Hot Suppa's staff is trained and certified to serve alcohol responsibly, which they have been doing for the past 11 years with no infractions. Thank you for taking time to consider Hot Suppa's alcohol license. If you need additional information, please contact me at 721-4768.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Sabina". The signature is fluid and cursive, with a large, stylized initial "M" and a long, sweeping underline.

Moses Sabina
Chef/ President
Hot Suppa, Inc.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
 Michael A. Russell, MS, Director
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	Hot Suppa		Phone: 207 871-5005
Location Address:	703 Congress Street		Zip: 04102
If new, what was formerly at this location:			
Mailing Address:	703 Congress street Portland, ME		Zip: 04102
Contact Person:	Alec Sabina	Phone: 207	650-0846
Contact Person Email:	alec@hotsuppa.com		
Manager of Establishment:	Moises Sabina	Date of Birth: 4-11-78	Phone: 207 712-4768
Owner of Premises (Landlord):	Yellowhat LLC		
Address of Premises Owner:	4 Gilman St. B Portland, ME		Zip: 04102

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Hot Suppa, Inc.		703 Congress Street Portland, ME 04102	
Contact Person:	Alec Sabina	Phone: 207	650 0846
Principal Officers	Title	Date of Birth	Residence Address
Moises Sabina	president	4-11-78	4 Gilman St. Unit B Portland, ME 04102
Alec Sabina	vice president	4-21-83	302 Brackett St. Portland, ME 04102

About Your Establishment

Class of Liquor License:	Class I	
Type of food served:	American comfort	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: 85 %	Generated from Alcohol: 15 %
Hours & days of operation:	Sunday 7 ³⁰ -2pm, Monday 7-2pm Tues - Sat 7am-9:15pm	

QUESTIONS	Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒ Y ☐ N
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y ☐ N
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y ☐ N
Will you permit dancing on the premises?	☒ Y ☐ N
Will you permit dancing after 1:00 a.m.?	☒ Y ☐ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y ☐ N
If yes, will the outside dining be on PUBLIC or <u>PRIVATE</u> property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	☒ Y ☐ N
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>Already opened</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	☒ Y ☐ N
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?	☒ Y ☐ N
If Yes, please list business name(s) and location(s): <u>Hot Suppa LLC 703 Congress St. Portland, ME 04102</u>	
Is any principal officer under the age of 21?	☒ Y ☐ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y ☐ N
If Yes, please explain:	

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

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

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

Signature  Title Vice President Date 5/26/17

For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and
M.R.S.A. Title 28-A at www.maine.gov.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

Outdoor Dining Permit Application

Please circle all that apply:

New Application? ☒ Yes ☐ No
 Renewal? ☒ Yes ☐ No → If yes, are there any changes? (Yes/No)
 Private Property? ☒ Yes ☐ No
 Historic District? ☒ Yes ☐ No *contributing*
 Liquor License Required? ☒ Yes ☐ No
 Permitting and Inspections Director Signature _____
 OR Pending City Council Date _____ (D/M/Y)

Location Name: <u>Hot Suppa, Inc</u> Address: <u>703 Congress St.</u> <u>Portland, ME 04102</u>	Chart _____ Block _____ Lot# _____
Owner Name: <u>Moises Sabina</u> Phone #: <u>207-712-4768</u> Email: <u>moses.sabina@yahoo.com</u>	Total Square Footage of Outdoor Dining Area: ¹ Length: (<u>30</u>) x Width (<u>20</u>) = <u>600</u>
Applicant must be owner or lessee. Name: <u>Yellow Hct LLC</u> Address: <u>4 Gilman St.</u> City: <u>Portland, ME 04102</u> State & Zip: <u>Maine 04102</u> E-Mail: <u>moses.sabina@yahoo.com</u>	Please pay before the permit can be issued. \$125 (One-time Private Property fee) or \$80 (Annual Public Fee) + Total Sq. Ft.: _____ x (\$2) or (\$6 in public parks) = Total Fee of \$ _____
Current use: <u>restaurant dining</u> How many chairs? <u>20</u> Please circle one of the following: Alcohol is served = ☒ Yes ☐ No	Business name: <u>Hot Suppa LLC</u> How many tables? <u>5</u>
Who should we contact? Name: <u>Moises Sabina</u> Phone: <u>207-712-4768</u> Address: <u>4 Gilman St. Portland, ME</u> E Mail: <u>moses.sabina@yahoo.com</u>	

I hereby certify that I am the owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit. For further information, please visit www.portlandmaine.gov, email permitting@portlandmaine.gov, call 874-8703 or stop by Room 315, City Hall. Applications and renewals are reviewed annually and must be submitted by June 1.

Signature of Applicant: _____

Date: 5/26/17

¹ The total dining area square footage shall equal no more than 10% of park space without Parks, Recreation and Facilities waiver. Contact Sally DeLuca, Director, @ 207-808-5400 for waiver.

Portland, Maine

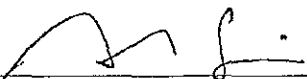


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Permitting and Inspections Department
Michael A. Russell, MS, Director

- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Adjacent on-street parking requires Parking Office review and Building Authority approval.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signed and acknowledged:  Date: 5/27/17

Printed name: Alec Scibine

Establishment: Hot Supps

Location: 703 Congress St. Portland, ME 04102

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

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt, Deposited:	
Cash Ck Mo:	

NEW application: ☒ Yes ☐ No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☒ SPIRITUOUS

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 D)
☐ GOLF CLUB (Class I,II,III,IV)
☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>Hot Suppa, Inc.</u>			Business Name (D/B/A) <u>Hot Suppa</u>		
APPLICANT(S) - (Sole Proprietor) DOB:			Physical Location:		
			<u>703 Congress Street</u>		
DOB:			City/Town	State	Zip Code
			<u>Portland</u>	<u>ME</u>	<u>04102</u>
Address <u>703 Congress Street</u>			Mailing Address <u>703 Congress Street</u>		
City/Town	State	Zip Code	City/Town	State	Zip Code
<u>Portland</u>	<u>ME</u>	<u>04102</u>	<u>Portland</u>	<u>ME</u>	<u>04102</u>
Telephone Number		Fax Number	Business Telephone Number		Fax Number
<u>207-871-5005</u>			<u>207-871-5005</u>		<u> </u>
Federal ID, # <u>81-4887797</u>			Seller Certificate #: or Sales Tax #: <u>81488779700</u>		
Email Address: Please Print <u>alec@hotsuppa.com</u>			Website: <u>www.hotsuppa.com</u>		

If business is NEW or under new ownership, indicate starting date: 1/1/2017

Requested inspection date: M-F Business hours: 7am - 2pm

3. If a premise is a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 1.3m LIQUOR \$ 250K

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

If YES, complete Supplementary Questionnaire

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

7. If manager is to be employed, give name: Alec Sabina

9. Business records are located at: 703 Congress Street Portland, ME 04102

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
Moises T. Sabina	4-11-78	Portland, ME
Alec T. Sabina	4-21-83	Portland, ME

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

Moises Sabina - Portland, ME
Alec Sabina Portland, 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: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

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

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

Yellow Hat LLC 4 Gilman St. Portland, ME

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

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? 2/10 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 & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

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

Dated at: Portland, ME on 5/26, 20 17
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

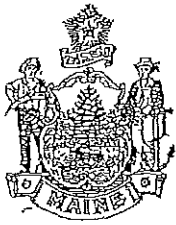
Alec Sabina

Print Name

Signature of Applicant or Corporate Officer(s)

Moises Sabina

Print Name



State of Maine
Division of Alcoholic Beverages and
Lottery Operations
Division of Liquor Licensing and Enforcement

Corporate Information Required for
Business Entities Who Are Licensees

For Office Use Only:

License #: _____

SOS Checked: _____

100% Yes ☐ No ☐

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

1. Exact legal name: Hot Suppa, Inc.
2. Doing Business As, if any: Hot Suppa
3. Date of filing with Secretary of State: 1/1/17 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attached additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Moises Sabina	4 Gilman St. Portland ME	4-11-78	President	50%
Alec Sabina	302 Brackett St. Portland ME	4-21-83	V. President	50%

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

6. If Co-Op # of members: N/A (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: _____ Agency: _____

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☐ No ☒

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

Name: _____

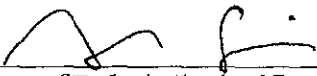
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:



Signature of Duly Authorized Person

5/26/17
Date

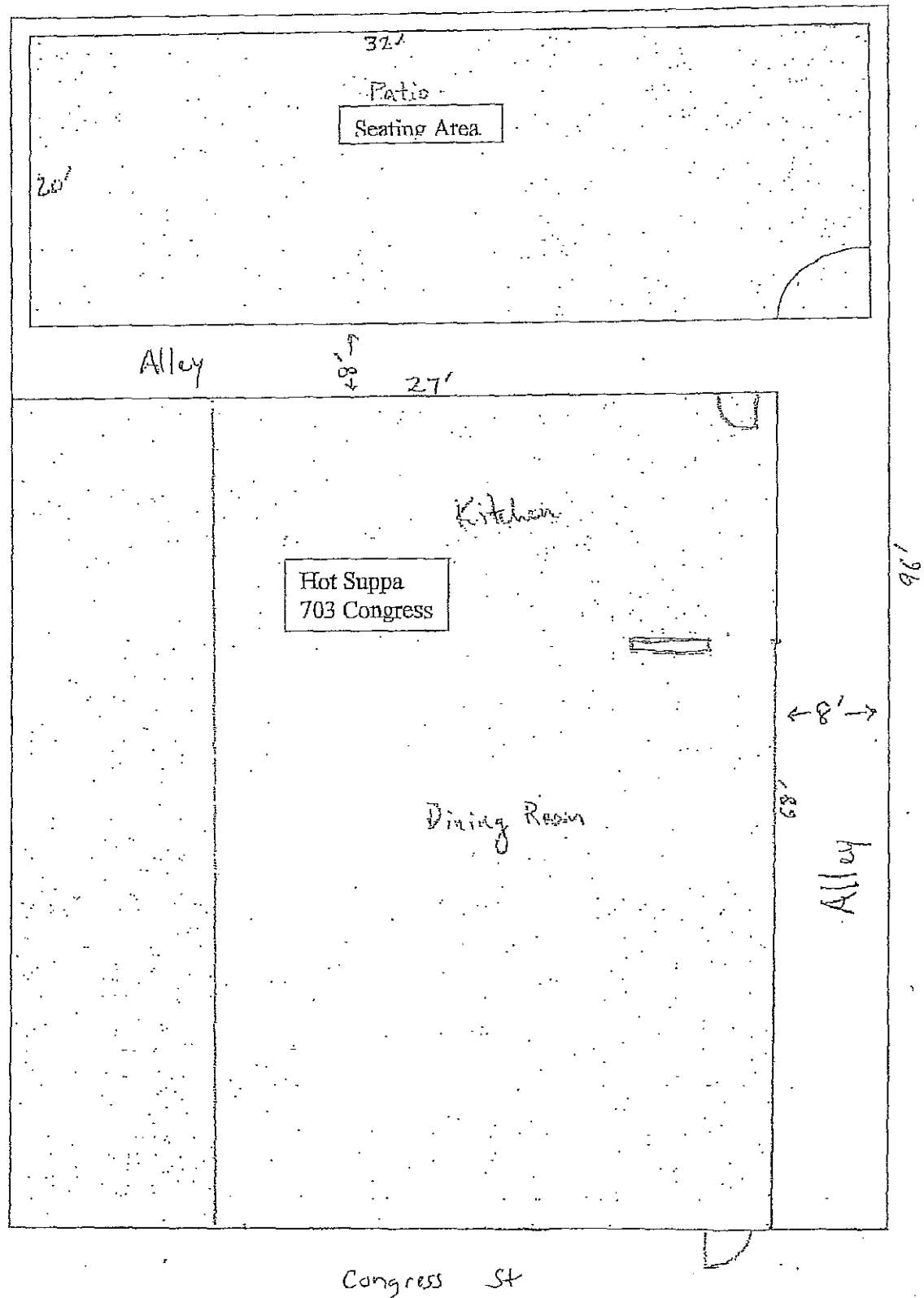
Alec Sabina

Print Name of Duly Authorized Person

Submit Completed Forms To:

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

Premise Diagram



Breakfast

— add Maine Maple Syrup • 2 —

BUTTERMILK WAFFLES

single • 5 / double • 10
bacon waffle • 6.5 / pecan waffle • 6.5

WAFFLE PLATE

single waffle, *two eggs any style, and bacon, sausage links, or Canadian bacon • 10

WAFFLE & BLUEBERRY COMPOTE

chantilly cream • 7 V

FRENCH TOAST

one slice • 4 / two slices • 8 / three slices • 10 V

SMOKED SALMON BAGEL

smoked salmon, sliced tomato, capers, red onion, cream cheese, side of dressed baby kale • 15

PULLED PORK EGG SANDWICH

*over-medium egg, pickled red onion, smoked cheddar, South Carolina BBQ sauce, sourdough bread • 9
add hashbrowns or Geechie Boy grits • 2 / baby kale • 3

CORNED BEEF EGG SANDWICH

*over-medium egg, gruyere, pickled red onion, spicy brown mustard, marble rye • 9
add hashbrowns or Geechie Boy grits • 2 / baby kale • 3

GRANDY OATS ORGANIC GRANOLA

organic granola, organic maple yogurt • 5.5 V

FRUIT PLATE

served with organic granola & organic maple yogurt • 12 V
(sorry, no special requests)

— omelettes & scrambles —

served with hashbrowns, Geechie Boy grits or baby kale (add 2), and locally baked sourdough, whole wheat, or marble rye toast • substitute homemade gluten-free cornbread • 1

*THREE EGG SCRAMBLE

choice of cheese & one ingredient • 10 GF

*FRENCH STYLE OMELETTE

choice of cheese & one ingredient • 12 GF

cheese	ingredients
Pineland Farm cheddar	caramelized onions
American	sautéed spinach & garlic
gruyere	tomatoes
Pineland Farm feta	mushrooms
chevre	peppers
	kalamata olives
	ham, bacon or sausage

additional ingredients • 1

— specialties —

EGGS BENEDICT*

*poached eggs, English muffin, hollandaise, hashbrowns, Geechie Boy grits, or baby kale (add 2)
Canadian bacon • 13 / fried green tomato • 14 V
barbecue pulled pork on a biscuit • 15
smoked salmon, tomatoes, red onion, capers • 17

BISCUIT AND SAUSAGE GRAVY

buttermilk biscuit & country sausage white gravy
*two eggs & hashbrowns, Geechie Boy grits, or baby kale (add 2) • 10

RED GREEN BURRITO

*scrambled egg, hashbrowns, peppers & onions, black beans, cheddar cheese, salsa roja, green tomato salsa verde, queso fresco, flour tortilla • 12 V
add bacon, sausage, or pulled pork • 2

CORNED BEEF HASH

shredded corned beef, potatoes, onions, & carrots
*two eggs, hashbrowns, Geechie Boy grits, or baby kale (add 2), and toast • 15.5 GF

THE MOTHER CLUCKER

fried chicken breast, buttermilk biscuit, cheddar curds, sausage gravy, hashbrowns, Geechie Boy grits, or baby kale (add 2) • 15

— substitute homemade gluten-free cornbread for toast • 1 —

— hash browns —

side order • 3
add sausage gravy • 3
add-ons (each) • 1
cheddar, caramelized onions, peppers, tomatoes, mushrooms

GEECHIE BOY GRITS

stone ground • 3
add cheddar • 1

— breakfast sides —

pecan smoked bacon (3 strips) • 3.5
sausage (2 links) • 3.5
Canadian bacon (2 slices) • 3.5
toast • 1.5 / English muffin or biscuit • 2
Maine made bagel (plain or everything) • 4.5
homemade gluten-free cornbread • 3
corned beef hash • 11
buttermilk biscuit with sausage gravy • 6
hollandaise • 2
sliced fresh fruit • 5

V - vegetarian / GF - gluten free

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness

Lunch

GRILLED CHEESE & CUP OF SOUP

creamy tomato or shrimp, corn, & andouille chowder
Muenster and cheddar on locally baked sourdough,
whole wheat, or marble rye bread • 9

FALAFEL SALAD

baby iceberg, falafel nuggets, grape tomatoes
cucumber, Pineland Farms feta, pickled red onions,
kalamata olives, & tzatziki dressing • 11 V/GF

BOWL OF SOUP

creamy tomato • 6

shrimp, corn, & andouille chowder • 8

— burgers & sandwiches —

FALAFEL SANDWICH

tomato, lettuce, pickled red onion, tahini yogurt
sauce, locally baked flatbread • 12 V

CUBANO

Cuban-style roast pork, ham, gruyere,
brown mustard, cornichon pickles,
French bread (no alterations) • 13

FRIED GREEN TOMATO BLT

pimento cheese, pecan smoked bacon,
pickled red onion, locally baked sourdough,
whole wheat, or marble rye • 11

FRIED CHICKEN SANDWICH

jalapeno slaw, Sriracha mayo, Kaiser bun • 12

HS DOUBLE DOUBLE

Caldwell Farms quarter-pound Maine beef burgers,
American cheese, caramelized onions, dill pickles,
Kaiser bun • 10 / add bacon • 2

SINGLE CHEESEBURGER

Caldwell Farms quarter-pound Maine beef burger,
American cheese, caramelized onions,
dill pickles, Kaiser bun • 8 / add bacon • 2

— sides —

baby kale dressed with house vinaigrette • 4

fried green tomatoes with remoulade sauce • 6

sautéed spinach with garlic • 4

coleslaw • 3

mac & cheese • 6 / gluten-free pasta • add 1

yellow eyed baked beans • 3.5

cup of shrimp, corn, & andouille chowder • 6

cup of creamy tomato soup • 4

Geechie Boy grits • 3

hand-cut fries • 5

collard greens • 4

Beverages

— essentials —

fair trade organic coffee • 2.5

hot teas • *English Breakfast, Earl Grey Lavender,
Pear White Tea, Tropical Green Tea, Oolong,
Honeybush Caramel* • 3

iced coffee or iced tea • 2.5

nitro cold brew coffee on tap • 4

Maine maple sweet iced tea • 3

Maine maple lemonade • 3.5

soft drinks • 2.5

milk • 2

Ghirardelli chocolate milk • 3

juice: cranberry, apple, V8 • 3

Orchid Island orange juice or grapefruit juice

(not from concentrate) • 3.5

— eye openers —

CAJUN BLOODY MARY

a spicy house recipe garnished with pickled okra & dilly beans • 9

available with reduced spice

MIMOSA

the perfect breakfast companion • 7

RED ROOSTER

oj, vodka, cranberry • 8

IRISH COFFEE

Bailey's, Jameson, hot coffee
& whipped cream • 8

GREYHOUND

gin or vodka, grapefruit juice • 8

THE "DUDE"

Kahlua, vodka, & milk • 7

KOMBUCHA

Urban Farm Fermentory rotating draft • 6

— espresso bar —

any espresso beverage available iced

espresso • 2.5

cappuccino • 3.5

latte • 3.5

Ghirardelli mocha latte • 4

Ghirardelli caramel latte • 4

Maine maple latte • 4.5

americano • 2.5

chai • 4

Ghirardelli hot cocoa • 4

additional shot • 1

Happy Hour Tuesday - Saturday
4 - 6 PM

\$1
OYSTERS

Dinner

— snacks —

*OYSTERS ON THE HALF SHELL

half dozen • 11 / dozen • 22 GF

DEVILED EGGS

three bacon, three Sriracha* • 6 GF

WINGS

naked, spicy** or honey chipotle • 8 GF

PIMENTO CHEESE

green tomato chow chow, grilled French bread • 7 V

SAUTÉED CALAMARI

cherry tomatoes, pickled peppers, garlic butter,
Geechie Boy grits* • 9 GF

BARBECUE PORK SPARE RIBS

pickled watermelon rind • 13 GF

CHARBROILED OYSTERS

Creole garlic butter, parmesan, French
bread • 12

GRIT FRIES

cheddar cheese, roasted jalapeno aioli, pickled
peppers • 8 GF

CRISPY CATFISH TACOS

chipotle slaw, remoulade, soft corn tortillas* • 9 GF

NASHVILLE HOT CHICKEN

(1 piece) white bread, pickles • 8 ***** WARNING:

This dish is painfully spicy.

Order at your own risk!

POUTINE

cheddar curds, brown gravy, hand-cut fries • 9

— salads —

BABY ICEBERG SALAD

bacon, grape tomatoes, red onion,
bleu cheese or ranch • 7
with shrimp • 15 GF

FRIED GREEN TOMATO SALAD

baby greens, goat cheese, cherry tomatoes, charred red
onion, smoked tomato vinaigrette • 10 V

NEW ORLEANS STYLE SHRIMP SALAD

baby greens, cherry tomatoes, bacon, hard boiled egg,
dilly beans, bleu cheese, pimento peppers, Creole
vinaigrette • 16 GF

ROASTED BEET SALAD

baby greens, orange supremes, chevre, red onions,
spiced pecans, horseradish vinaigrette
half • 7 / whole • 13 V GF

FALAFEL SALAD

baby iceberg, cherry tomatoes, cucumber,
feta, red onions, kalamata olives,
tzatziki dressing • 11 V GF

V-vegetarian / GF-gluten free / *-indicates level of spiciness

*Consuming raw or undercooked meats, poultry, seafood,
shellfish, or eggs may increase your risk of foodborne illness

— plates —

SHRIMP & GRITS

country ham red-eye gravy, Geechie Boy cheddar grits,
sautéed shrimp, bell peppers, mushrooms • 18 **GF**

HOT CAT

cornmeal crusted catfish filet, Geechie Boy
grits, shrimp, chili peppers, spicy butter • 18
*** **GF**

PULLED PORK MAC & CHEESE

caramelized onions, South Carolina barbecue sauce,
tobacco onions • 15 *
gluten free penne • add 1

*STEAK DINNER

daily preparation, ask server for details • 26 **GF**



sweet tea-brined
fried chicken
Common Wealth Poultry, Gardiner, ME



FRIED CHICKEN & BUTTERMILK WAFFLE

whipped butter, Maine maple syrup • 17

NASHVILLE HOT CHICKEN & SIDE

white bread, pickles • 17 *****

WARNING: This dish is painfully spicy.

Order at your own risk!

mac & cheese • 18

FRIED CHICKEN & SIDE choice

of side • 16 / mac & cheese • 17

— burgers & sandwiches —

CUBANO

Cuban-style roast pork, ham, gruyere,
brown mustard, cornichon pickles,
French bread (no alterations) • 13

SPICY KOREAN BARBECUE

PULLED PORK SANDWICH

nappa cabbage kimchi, mayo, Korean barbecue sauce,
scallions, black sesame, Kaiser • 13 ***

FALAFEL SANDWICH

tomato, lettuce, pickled red onion, tahini yogurt
sauce, locally baked flatbread • 12 **V**

HS DOUBLE DOUBLE

Caldwell Farms Maine beef burgers, American
cheese, caramelized onions, dill pickles, Kaiser • 10
add bacon • 2 / single cheeseburger • 8

PIMENTO CHEESEBURGER

Caldwell Farms Maine beef burger, tobacco
onions, green tomato chow chow,
Kaiser • 9 *

SIDES & VEGETABLES

cheddar mac & cheese • 6 **V**
gluten free penne • add 1

collard greens with smoked ham hocks • 4 **GF**

sweet potatoes, maple bourbon glaze • 4 **V GF**

roasted cauliflower, red pepper harissa • 5 **V GF**

hand cut fries • 5 **V GF**

cole slaw • 3 **V GF**

Geechie Boy grits • 3 **V GF**

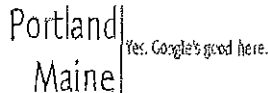
shrimp, andouille & corn chowder • 6

yellow eye baked beans • 3.5 **GF**

marinated roasted beets,

creamy horseradish sauce • 5 **V GF**

cornbread • 3 **V GF**



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Hot Suppa

Kevin Cashman <kevindc@portlandmaine.gov>

Tue, May 30, 2017 at 6:24 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: David Petruccelli <petruccellid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Keith Gautreau <kng@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Tue, May 30, 2017 at 9:12 AM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Hot Suppa, 703 Congress Street for a Class I FSE with Outdoor Dining on Private Property. They will be going before City Council on 6/19 for approval. This is an existing business that had a 50% change in ownership and a new Corporation.

Owner Is
Hot Suppa Inc
Moises Sabina 4/11/1978
Alec Sabina 4/21/1983

Contact Is
Alec Sabina
207-650-0846
alec@hotsuppa.com

The information has been added to UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Business License Specialist
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

--
Lt. Kevin Cashman
Portland Police Department
Patrol Division
109 Middle St
Portland, Maine 04101
(O) 207-756-8294
kevindc@portlandmaine.gov.
Hours - Saturday thru Tuesday (4pm-2am)



MAINE STATE BUREAU OF IDENTIFICATION
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42
AUGUSTA, ME 04333
(207) 624-7240 (VOICE)

MELISSA CAIAZZO
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D248039

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-05-30) :

Inquiries Name(s) ALEC SABINA (1983-04-21)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department
Michael A. Russell, MS, Director

May 30, 2017

Hot Suppa Inc
703 Congress Street
Portland ME 04102

Re: Hot Suppa, Inc. dba Hot Suppa. Application for a Class I FSE with Outdoor Dining on Private Property at 703 Congress Street.

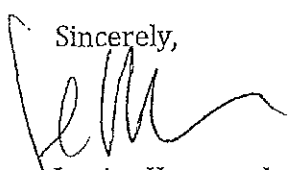
Dear Alec Sabina

This letter shall serve as a reminder of the Public Hearing before the Portland City Council on **Monday June 19, 2017 at 5:30 p.m.**, for the review of application for a Class I FSE with Outdoor Dining on Private Property at 703 Congress Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

You or a representative of the business must be present at this meeting in the event that the City Council has questions regarding the license application. If there is no representation and questions arise, the 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, jhanscombe@portlandmaine.gov

Sincerely,


Jessica Hanscombe
Business License Specialist
207-874-8783
jhanscombe@portlandmaine.gov

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on June 19th at 5:30 P.M., in City Council Chambers, 389 Congress St., Hot Suppa, Inc. dba Hot Suppa. Application for a Class I FSE with Outdoor Dining on Private Property at 703 Congress Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Resolve 10-16/17
Feb 13 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**RESOLUTION SUPPORTING THE
MAYORS NATIONAL CLIMATE ACTION
AGENDA**

WHEREAS, there is longstanding international scientific consensus regarding climate change caused by human activity, especially the combustion of fossil fuels that create greenhouse gases, and the warming of the planet; and

WHEREAS, despite this international scientific consensus, on June 1, 2017, the executive branch of the United States of America announced its intention to withdraw from the Paris Climate Accord; and

WHEREAS, local and statewide government officials, university presidents and business owners and others in the United States of America are determined nevertheless to support the Paris Climate Accord and, though their own actions, reduce emissions of greenhouse gases despite the opposition of the United States President to participation in the agreement; and

WHEREAS, the City of Portland's municipal government and its City Council have been active supporters of initiatives to reduce emissions that contribute to the warming of the planet, including a Green Building Code requiring improved energy efficiency in new construction in 2009, an Energy Benchmarking ordinance in 2016, and the placement of solar panels on the capped landfill on Ocean Avenue expected to be generating power by the end of 2017; and

WHEREAS, the transition to a low-carbon community reliant on the efficient use of clean energy resources and electrified transportation will improve air quality, enhance public health, increase national and energy security, create local green jobs, and reduce reliance on finite resources; and

NOW, THEREFORE, BE IT RESOLVED by the Portland City Council, that the City will sign the Mayors National Climate Action Agenda, which as of June 1, 2017 already represented 200 mayors; and

BE IT FURTHER RESOLVED, that the Portland City Council shall seek to implement the emissions reductions in greenhouse gases by innovative land use code, building code, support for electric vehicles, solar power generation and whatever other initiatives may meet with its approval for the continued protection of the city's own environment and the world's.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Troy Moon, Sustainability Coordinator

DATE: June 5, 2017

SUBJECT: **RESOLUTION SUPPORTING THE MAYORS NATIONAL CLIMATE ACTION AGENDA**

SPONSOR: Councilor Pious Ali and Councilor Brian Batson

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action x

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

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

I. ONE SENTENCE SUMMARY

By adopting the resolution the City of Portland joins Mayors National Climate Agenda and commits to taking actions to reduce its greenhouse gas emissions in a manner consistent with the goals outlined in the Paris Agreement.

II. AGENDA DESCRIPTION

In the aftermath of President Trump's decision to withdraw the United States from the Paris Climate Agreement, cities around the nation have moved to affirm their commitment to the carbon reduction goals outlined the accords. Many have chosen to join the Mayors National Climate Action Agenda founded by the mayors of Los Angeles, Houston, and Philadelphia in advance of the 2015 Paris COP. Adopting the resolution will signal the City of Portland's desire to join dozens of other cities across the nation in a commitment to take bold action to reduce greenhouse gas emissions in their cities in support of the objectives outlined in the Paris Agreement.

III. BACKGROUND

The Mayors National Climate Action Agenda is a voluntary association of cities aligned around a shared interest in pursuing greenhouse gas reductions in line with the Paris Climate Agreement. The mayors of these cities strongly support the goal established by the nations involved in the Paris COP to take actions that keep global temperature rise to no more than 2 degrees C, preferably no more than 1.5 degrees C. Each participating City identifies the actions it will take as part of this effort. The participating mayors also pledge to use their collective voice to advocate for strong climate policies at the national level.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Joining the Mayors National Climate Action Agenda aligns the City of Portland with other cities around the nation that are pledging to work aggressively to reduce greenhouse gas emissions. Joining this effort suggests the City will set ambitious greenhouse gas reduction goals with short and long term targets. Cooperating cities also pledge to audit and disclose the amount of emissions from municipal operations and from community sources. They also pledge to develop climate action plans that will create a pathway to achieve their established goals. Working with the cities involved with MNCAA will inform the work of the Sustainability and Transportation Committee as it updates the City's climate action plan as directed by the City Council earlier this year.

V. FINANCIAL IMPACT

Adopting the resolution has no immediate financial impact as there are no dues or fees required at this time. The financial impacts of any actions the Council may take to reduce greenhouse gas emissions are unknown at this time.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Adopting the resolution to join the Mayors National Climate Action Agenda corresponds with the City Council's stated goal for the City to use 100% clean energy by 2040. The ongoing effort to update the climate action plan presents an opportunity to align the City's greenhouse gas reduction goals with other leading cities committed to climate action.

VII. RECOMMENDATION

We recommend adoption of the resolution.

VIII. LIST ATTACHMENTS

Draft resolution

Prepared by: Troy Moon
Date: 6/5/2017

Bean/agendarequestmemo/rev 11/2015

*Resolve 11-16/17
Tab 14 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

RESOLUTION SUPPORTING A NATIONAL CARBON FEE AND DIVIDEND POLICY

WHEREAS, the City Council of Portland, Maine, is committed to fighting climate change and to protecting city residents from the effects of climate change and air pollution; and

WHEREAS, climate change poses serious threats to Portland's economy, public health, and environment; and

WHEREAS, there is scientific consensus regarding the reality of climate change and the connection between human activity, especially the combustion of fossil fuels that create greenhouse gases, and warming of the planet; and

WHEREAS, as a result of climate change, the Northeast is experiencing warming temperatures, heavier downpours, and increased rainfall; and

WHEREAS, carbon pollution in our atmosphere increases the rate of asthma and the number of premature deaths in our region; and

WHEREAS, sea level rise, increasingly heavy downpours and storm surges threaten the city's coastal assets, and annual high tides are already flooding Portland's low-lying streets and wharves; and

WHEREAS, rising water temperatures in Casco Bay are driving food fish and lobsters northward and into deeper waters; and

WHEREAS, increasing and unpredictable temperatures are threatening our region's agriculture, damaging livelihoods, and threatening our food supply; and

WHEREAS, the United States Congress has the responsibility to act swiftly and effectively on the issue of climate change; and

WHEREAS, legislation addressing climate change should not economically burden Portland or its residents; and

WHEREAS, a Carbon Fee and Dividend as put forth by the Citizens Climate Lobby would greatly help fight climate change, help protect Portland and its residents from the

worst effects of climate change, and be a net economic boost to Portland and our region;

NOW, THEREFORE, BE IT RESOLVED, that the Portland City Council and Mayor call on the United States Congress to address climate change by adopting as one important measure among others a Carbon Fee and Dividend as a sound, effective policy.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Troy Moon, Sustainability Coordinator

DATE: June 5, 2017

SUBJECT: Resolution urging the U.S. Congress to adopt a carbon fee and dividend program

SPONSOR: Councilor Thibodeau, Chair, Sustainability and Transportation Committee (Endorsed April 25, 2017, 3-0)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action x

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

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

I. ONE SENTENCE SUMMARY

The resolution urges the U.S. Congress to enact a carbon fee and dividend policy that sets a fee on the price of carbon and returns the proceeds to the citizens as a dividend payment.

II. AGENDA DESCRIPTION

During their meeting on April 25, the Energy and Sustainability Committee voted 3-0 to recommend that the City Council pass a resolution urging the Federal government to adopt a carbon fee and dividend at the national level. A program of this sort would establish a fee on fossil fuels that would be assessed at the point of production or place of import with the goal of recognizing the environmental costs of carbon based fuels. Revenues collected by the fee on carbon would be returned as a dividend to US citizens. This would compensate for the higher costs of fuel and products produced using fossil fuels and would ensure that the overall program is revenue neutral at the Federal government level. The Sustainability and Transportation Committee urges adoption of strong action such as the carbon fee and dividend program to address climate change on a national scale.

III. BACKGROUND

The carbon fee and dividend proposal, if adopted at the Federal level, would place a predictable, steadily rising price on carbon, with all fees returned to American households as a monthly energy dividend. For the US, it would represent an important first step toward national scale climate mitigation that is compatible with existing cap-and-trade systems like New England's Regional Greenhouse Gas Initiative (RGGI).

Currently, the environmental costs to society associated with the burning of fossil fuels are shouldered by society as a whole in the form of unmitigated climate change. Establishing a price on carbon would require the producers of fossil fuels to internalize the environmental costs of their product, thereby increasing its costs at the wholesale and retail levels. Requiring fossil fuel producers to account for this cost would level the playing field for clean energy, making it more attractive to investors and consumers. This should lead to increased use of clean energy and less reliance on fossil fuels. Consequently, greenhouse gas emissions should slow.

In order to protect consumers and to make the program revenue neutral for the Federal government, the proposed program would require all of the money generated by the fee to be returned to households on an equal basis. Proponents indicate that two thirds of households will break even or receive more in dividends than they would pay in higher living expenses resulting from higher fuel prices. Maine households would benefit more than the national average because working class families fare better than the wealthy with equal rebates.

The proposal also includes a border adjustment to discourage domestic businesses from relocating where they can emit more carbon dioxide. This would encourage other nations to adopt an equivalent price on carbon and potentially lead to a global price for carbon.

Adoption of the resolution in support of the carbon fee and dividend program would encourage our congressional delegation to join with their colleagues, particularly those in the House Climate Solutions Caucus, to take action that addresses climate action in a meaningful way.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Adopting the resolution would register the City's formal support of a carbon fee and dividend program, joining dozens of cities around the country that have already done so. These include Pittsburgh, PA, Ithaca, NY, Bloomington, IN, and Fayetteville, AR.

The City Council has a stated goal of using 100% clean energy by 2040. If the Federal government were to adopt a carbon fee and dividend program it would make clean energy sources such as solar and wind more competitive in the market by building the costs of mitigating climate change into the retail price of fossil fuels. Leveling the playing field

in this way would make it more economical to purchase clean energy, which would make achieving this goal easier.

V. FINANCIAL IMPACT

Adopting the resolution has no immediate impact. In the long term, Federal adoption of the carbon fee and dividend program would make the cost of purchasing clean energy more attractive. This would be beneficial as the City works toward achieving its stated clean energy goal.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The City Council has long advocated for measures designed to protect the climate by reducing CO2 emissions in our community. A strong Federal program designed to reduce the use of fossil fuels and support the use of clean energy sources is vital to the long term success of this effort. The carbon fee and dividend program uses a market based approach to addressing climate change and has gathered bipartisan support at all levels of government. It builds on successful carbon cap and trade programs such as the Regional Greenhouse Gas Initiative that has been in place in the Northeast for many years.

VII. RECOMMENDATION

We recommend the City Council support the resolution.

VIII. LIST ATTACHMENTS

Draft resolution

Prepared by: Troy Moon

Date: 6/5/2017

Bean/agendarequestmemo/rev 11/2015

Order 254-16/17
~~Feb 5 6-5-17~~
Feb 15 6-19-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER RE: RESIDENTIAL PARKING PERMIT EXTENSION

ORDERED, that Schedule XXVIII, Residential Parking Permit Area, District IR established pursuant to Order 306-07/08 passed on June 16, 2008 and amended by Order 278-08/09 on June 1, 2009, Order 246-09/10 on June 7, 2010, Order 270-10/11 on June 20, 2011, Order 217-11/12 on June 18, 2012, Order 235-12/13 on June 3, 2013, Order 265-13/14 on June 16, 2014, Order 289-14/15 on June 15, 2015 and Order 262-16/17 on May 16, 2016, is hereby amended, as follows:

By extending the one-year period that will expire on June 30, 2017 to June 30, 2018.

Order 254-16/17

Postponed to June 19, 2017: 8-0 (Duson absent) on 6/5/2017

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
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By extending the one-year period that will expire on June 30, 2017 to June 30, 2018.

MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: John Peverada, Parking Manager

DATE: May 9, 2017

DISTRIBUTION: Jon Jennings, City Manager
Ethan Strimling, Mayor
Danielle West Chuhta, Corporation Counsel
Michael Murray, Assistant to the City Manager
Sonia Bean, Senior Administrative Assistant
Judy Rosen, Senior Administrative Assistant
Nancy English, Executive Legal Assistant

SUBJECT: Residential Parking Permit Extension

SPONSOR: Councilor Belinda Ray

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action June 5, 2017

I. SUMMARY OF ISSUE

II.

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

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

with area businesses and residents. As you know there is now a hotel being built on a portion of that lot. The planners have told me that the developer of the hotel does not have any preference for time limited parking versus meters on this block at this time. Obviously the ultimate regulation of the on street parking is decided by the City Council.

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

The current one year approval to allow the 26 spaces surrounding the development at the corner of Thames & Hancock Streets to be included in the Island Residential Zone expires on June 30, 2017.

III. INTENDED RESULT

Extend the approval to maintain the 26 spaces, at the corner of Thames & Hancock Streets, signed 2 hour parking, for another year, until June 30, 2018.

IV. COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

None

VI. STAFF ANALYSIS

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

VII. RECOMMENDATION

The Parking Division and Island and Neighborhood Administrator recommend passage.

VIII. LIST ATTACHMENTS

Order 268-16/17
~~Tab 23 6-5-17~~
Tab 16 6-19-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ADOPTING DEVELOPMENT PROGRAM FOR
PORTLAND DOWNTOWN
FOR FISCAL YEAR 2017-2018**

ORDERED, pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Downtown Improvement District, Inc. doing business as Portland Downtown for fiscal year 2017-2018.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Greg Mitchell, Economic Development Director

DATE: May 22, 2017

SUBJECT: Portland Downtown/Annual Assessment Documents

1. Order Adopting Development Program for PD;
2. Order Establishing Yearly Assessments; and,
3. Order Authorizing Master Agreement and Supplemental Services Agreement

SPONSOR: Jon P. Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

June 5, 2017, for a first reading; June 19, 2017 for a second reading, public hearing, and vote.

Can action be taken at a later date? No

If no, why not? This item needs to be acted upon prior to the start of the City's FY2018.

PRESENTATION: Casey Gilbert, Portland Downtown Executive Director/5 Minutes

I. ONE SENTENCE SUMMARY

Annually each June, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown (formerly known as Portland's Downtown District).

II. AGENDA DESCRIPTION

City Council authorization of documents are needed for the continued operation of Portland Downtown (PD). These documents include (1) Adopting Development Program for the PD for FY2018; (2) Assessing Maintenance and Implementation Assessments in the PD District for FY2018; (3) authorizing the Master Agreement for work to be done by PD; and (4) authorizing the Supplemental Services Agreement for work to be done by the City.

III. BACKGROUND

The PD District was originally established by the City Council on March 16, 1992. Since then, each year in June, for the following fiscal year starting July 1, City Council authorization of these documents is needed.

IV. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

The intended result is for the PD to have a yearly development program adopted by the City Council, have assessment fees levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize agreements between the PD and the City for services. The City departments, which are involved in the provision of services to the PD, have reviewed and approved this year's Master Agreement and Supplemental Services Agreement.

V. FINANCIAL IMPACT

This year's assessment of \$764,922 will come from special assessments on all real estate in the PD to fund PD Development Program expenses for the period July 1, 2017 to June 30, 2018. *The mill rate to raise this assessment is .92 cents per \$1,000 of property value, which has been the same rate for the past eight years.*

VI. STAFF ANALYSIS AND RECOMMENDATION THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

City staff have reviewed the documents and recommend City Council approval.

VII. RECOMMENDATION

City Staff recommends the City Council approve the three Orders as presented.

VIII. LIST OF ATTACHMENTS

1. PD Development Program for FY18;
2. Listing of Property Owners and Assessment in the PD District;
3. Master Agreement; and,
4. Supplemental Services Agreement



May 2017

To the Portland City Manager, City Councilors, and Mayor Strimling:

Portland Downtown, a 501c4 nonprofit business improvement district (BID), is in the business of maintaining a clean, safe, and vibrant downtown. We are able to achieve this through a supplemental tax levied on the property owners in the downtown district. Established in 1992, we have 25 years of success upon which we build each year through our programs, services, and events. Another hallmark of our success is the outstanding relationship that we have with the City of Portland and the continued collaboration between members of Portland Downtown and City of Portland staff. As well, we look to the City Council each year to renew its faith in our organization and the good work that we do for the community.

Fiscal year 2017 was one of achievements and accolades. In September, our Executive Director traveled to Atlanta, Georgia for the International Downtown Association (IDA) conference, which is the professional association for BIDs. At the conference, Ms. Gilbert accepted two awards on behalf of Portland Downtown: an IDA Excellence Award for the Downtown Cadet Program and a Downtown Achievement Award for "*Portland Downtown: Revamped & Revitalized*", which encapsulated our rebranding, new website, and beautiful banners. The board and staff were honored and humbled to be recognized for our efforts as change-makers and exemplars of best practices among our colleagues.

Another proud moment was raising sufficient sponsorships and ticket sales to cover the expenses of our events, which include: *Light Up Your Holidays* (Tree Lighting in Monument Square, Horse & Wagon Rides, Elfternoon Lunchtime Shopping, Shop For A Cause, Window Display Contest, and Merry Madness), *Police Awards Breakfast*, *Downtown Worker Appreciation Day*, and *Summer Kick-Off Weekend* (Square Hop, Summer Shop For A Cause, and Old Port Festival). The board did not have to rely on income from the tax assessment to offer these beloved community events, which is a testament to our successful rebranding and continued outreach to our property owners, downtown businesses, and beyond.

With expanded visibility and engagement comes ever-increasing communication and feedback. As a result, we heard from many constituents about their frustrations with issues such as noise, parking, and panhandling. Portland Downtown recognized an opportunity to have a thoughtful conversation with our stakeholders and to conduct research, which would enable us to bring a list of viable solutions to the City Council and City Manager. For all intents and purposes, we view our advocacy work as a great success, and feel honored to work alongside the City to tackle these multi-faceted issues through conversation and compromise. We hope that the City sees us as a valuable asset and that we are able to continue to address difficult issues together.

Portland Downtown understands the complexities that we face in our urban core. As such, we contribute thousands of dollars each year, above and beyond our Supplemental Services Agreement to keep downtown clean, safe, and vibrant. Our financial support of the Downtown Cadet Program, in partnership with the City of Portland's Police Department enables the department to have more presence during the busy summer months and to groom new talent

for a career in law enforcement. Our support of the Milestone Foundation's Home Team Program ensures that there is increased outreach to our most vulnerable populations, and our financial partnership with the City of Portland and LearningWorks allows us to clean up graffiti vandalism, while providing restorative justice opportunities to youth. Yes, we not only 'talk the talk', but we 'walk the walk' – and it is reflected in our annual budget.

Always seeking to improve, we entered into a strategic partnership for FY18 with Visit Portland (formerly the Greater Portland Convention and Visitors Bureau), to co-manage our Visitor Information Booth in Tommy's Park, which welcomes thousands of visitors each year. In July, at the start of our fiscal year, we will officially 'cut the ribbon' on this exciting new project and anticipate that it will provide visitors to Portland with a more rich and engaging experience and that Visit Portland will also benefit from another location to showcase their talented volunteers and staff.

Another partnership that has returned tremendous ROI for our organization has been our partnership with the University of Southern Maine. Portland Downtown worked with graduate students in the Planning & Public Policy Program on a cost-benefit analysis of growing our footprint. The result of their study has sparked a conversation that will take shape in a new ad-hoc committee that will explore how Portland Downtown might grow its revenue streams and/or its geographic footprint. Bachelor's students at USM, in the Tourism & Hospitality Program, designed custom walking tours, for which Portland Downtown received a PEDPIP (Portland's Economic Development Plan Implementation Program) grant, which will enable us to enlist the skills of a professional graphic designer. The brochures will be rolled out in time for the summer tourism season and digital versions will be available for free download from portlandmaine.com.

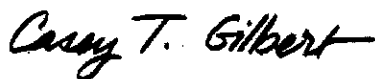
Connecting partnerships, parking, and PEDPIP grants, Portland Downtown was delighted to receive a matching PEDPIP grant for the parking study of Portland's downtown and waterfront. Working closely with City staff and Fort Hill Associates, a list of strategies should be forthcoming from the consultant before the end of FY17. Portland Downtown is committed to working alongside the City to help implement those strategies to ensure healthy parking and transportation management and infrastructure for the future.

Suffice to say, we feel incredibly fortunate to have had such a stellar FY17. We use every dollar in our budget thoughtfully and amplify its impact as far and wide as we can, knowing that our mission remains focused on the heart of Portland, our downtown. With a new fiscal year a little more than a month away, our board eagerly anticipates another year of opportunities and possibilities to make downtown even more vibrant – through continued partnerships, collaborations, and conversations.

We look forward to working with the City of Portland and wish you success in your endeavors.



Kim Volk, Chair
Portland Downtown Board of Directors



Casey T. Gilbert
Executive Director

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
037 1002103	15	BROWN ST	THE DOROTHEA &	LEO RABKIN FOUNDATION	\$131,900	\$121
037 1002206	15	BROWN ST	MCILVAIN JOHN &	ELIZABETH S MCILVAIN TRUSTEES	\$153,600	\$141
037 1002207	15	BROWN ST	CONWAY NANCY ANN TRUSTEE		\$160,400	\$148
037 F012001	41	BROWN ST	MHS INC		\$171,290	\$158
037 1002204	15	BROWN ST	SINGER ROBERT B TRUSTEE		\$185,100	\$170
037 1002301	15	BROWN ST	BARBERA SUSAN		\$189,800	\$175
037 1002202	15	BROWN ST	MACEACHERN ALLISON SCOTT		\$199,100	\$183
037 1002201	15	BROWN ST	HUNTER BEVERLY C &	HAROLD G HUNTER	\$201,800	\$186
037 1002305	15	BROWN ST	COFFIN KATHLEEN M		\$205,900	\$189
037 1002302	15	BROWN ST	ANDREOLI HELEN L		\$209,300	\$193
037 1002105	15	BROWN ST	ADLER JANICE B		\$216,400	\$199
037 1002304	15	BROWN ST	MOORE BRIAN D		\$224,100	\$206
037 1002205	15	BROWN ST	207 INVESTS I LLC		\$229,300	\$211
037 1002104	15	BROWN ST	O'SULLIVAN MICHAEL &	ALAN J LEWIS JTS	\$242,400	\$223
037 1002306	15	BROWN ST	HUNT RYAN ETAL		\$246,400	\$227
037 100702A	11	BROWN ST	HARRISON SYDNEY		\$262,300	\$241
037 1002203	15	BROWN ST	HAVEY BENJAMIN M		\$267,000	\$246
037 1002303	15	BROWN ST	BAUMAN PATRICIA J TRUSTEE		\$270,300	\$249
037 1002307	15	BROWN ST	DOCTOROFF MARK G		\$283,100	\$260
037 100702B	11	BROWN ST	MOOIMAN ALAN &	CHRISTINE MOOIMAN JTS	\$303,300	\$279
037 1002208	15	BROWN ST	DOCTOROFF MARK G		\$311,800	\$287
037 1002402	15	BROWN ST	TIEMAN JAMES S		\$347,900	\$320
037 1002404	15	BROWN ST	HADIARIS JENNIFER J		\$351,500	\$323
037 1002401	15	BROWN ST	KIM PAUL ETAL JTS		\$351,900	\$324
037 1002405	15	BROWN ST	GREENEWALT CHARLOTTE		\$384,500	\$354
037 1002403	15	BROWN ST	ÄVERBACH GRETA H &	JAMES M POPKIN JTS	\$396,300	\$365
037 100701A	11	BROWN ST	PHELPS CRAIG REAL	ESTATE HOLDINGS LLC	\$444,800	\$409
037 1002406	15	BROWN ST	MCGORRILL DONNA T		\$454,300	\$418
037 100703A	11	BROWN ST	ZELENER YAN &	ADINA LOVE BERCOWICZ JTS	\$463,100	\$426
037 100704A	11	BROWN ST	OUBLECK LLC		\$554,100	\$510
037 D004001	48	BROWN ST	OCEAN GATE LLC		\$874,090	\$804
037 F002001	45	BROWN ST	477-481 CONGRESS STREET	HOLDINGS LLC	\$2,547,200	\$2,343
032 1007001	0	CANAL PLAZA	COW PLAZA 1 LLC		\$70,700	\$65
032 1033001	2	CANAL PLAZA	COW PLAZA 2 LLC		\$4,650,300	\$4,278
032 1023001	3	CANAL PLAZA	COW PLAZA 3 LLC		\$7,027,400	\$6,465
032 1036001	1	CANAL PLAZA	COW PLAZA 1 LLC		\$15,976,800	\$14,699
037 D001001	45	CASCO ST	FORTY FIVE CASCO STREET LLC		\$730,100	\$672
037 C010001	16	CASCO ST	SOMALUZO LLC		\$740,700	\$681
037 D023001	15	CASCO ST	15 CASCO STREET LLC		\$973,000	\$895
037 C006001	18	CASCO ST	SHEPLEY LLC		\$2,629,600	\$2,419
037 D007001	37	CASCO ST	AMBASSADOR LLC		\$3,203,200	\$2,947
038 E009106	70	CENTER ST	APPLE REAL ESTATE	HOLDING LLC	\$179,300	\$165
038 E009608	70	CENTER ST	MAINE BUSINESS SERVICES INC		\$181,700	\$167
038 E009607	70	CENTER ST	70 CENTER STREET BASEMENT LLC		\$184,900	\$170
038 E009204	70	CENTER ST	F & H REALTY PARTNERSHIP		\$194,600	\$179
038 E009105	70	CENTER ST	MITCHELL JOHN D	THE STAPLES SCHOOL	\$196,000	\$180
038 E009205	70	CENTER ST	F & H REALTY PARTNERSHIP		\$202,300	\$186
038 E009305	70	CENTER ST	MCKERSIE FAMILY LLC		\$202,900	\$187
038 E009304	70	CENTER ST	EAST COAST CONSTRUCTION AND	CONSULTING LLC	\$203,900	\$188
038 C030001	59	CENTER ST	B & B REAL ESTATE LLC		\$333,600	\$307
038 E009401	70	CENTER ST	ALDER RUN DEVELOPMENT	COMPANY LLC	\$352,300	\$324
037 1012001	104	CENTER ST	CENTER CONGRESS LLC		\$372,360	\$343
038 E012001	52	CENTER ST	PICTURE ISLAND INC		\$413,000	\$380
038 E030001	58	CENTER ST	STEELE DANIEL L		\$500,630	\$461
027 F009001	121	CENTER ST	TEDLUM ASSOCIATES LLC		\$3,445,900	\$3,170
027 C01002E	21	CHESTNUT ST	JORDAN CARA A		\$142,300	\$131
027 C01003S	21	CHESTNUT ST	OGDEN JOANNE &	BONNIE B MACINNIS JTS	\$145,600	\$134
027 C01025E	21	CHESTNUT ST	COSTELLO JAMES J		\$156,800	\$144
027 C01003W	21	CHESTNUT ST	VANHOEWYK JOHN VN VET &	DEBORAH VANHOEWYK JTS	\$161,060	\$148
027 C01002S	21	CHESTNUT ST	MORREL VICTOR &	MARY ELIZABETH MORREL JTS	\$161,100	\$148
027 C010001	21	CHESTNUT ST	HAIR ETC LLC		\$163,800	\$151
027 C0102NW	21	CHESTNUT ST	DUNDAR ERGUN		\$164,300	\$151
027 C01003E	21	CHESTNUT ST	CASTANEA PRIME LLC		\$164,400	\$151
027 C01035E	21	CHESTNUT ST	CASTANEA PRIME LLC		\$164,500	\$151
027 C01003N	21	CHESTNUT ST	TILTON GARRETT K &	VICTORIA POWERS JTS	\$166,700	\$153
027 C01045E	21	CHESTNUT ST	PATEL TANAY M		\$169,300	\$156
027 C01002N	21	CHESTNUT ST	FLETCHER JEFFREY A &	MELANIE C FLETCHER JTS	\$169,500	\$156
027 C01002W	21	CHESTNUT ST	TISZENKEL KEITH		\$169,500	\$156
027 C01004E	21	CHESTNUT ST	SMITH MICHAEL SARGENT		\$180,500	\$166
027 C01004S	21	CHESTNUT ST	KAUFMANN CHARLES L		\$180,500	\$166
027 C0103NW	21	CHESTNUT ST	MCCALLY MICHAEL &	CHRISTINE CASSEL TRUSTEES	\$181,400	\$167
027 C01055E	21	CHESTNUT ST	SPERRY STEVEN I &	DAVID W LU	\$181,800	\$167

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
027 C01004N	21	CHESTNUT ST	MCDEVITT MARION JEAN		\$182,800	\$168
027 C01004W	21	CHESTNUT ST	NYGAARD DANTON D &	LESLIE J ANDERSON JTS	\$182,800	\$168
027 C01006S	21	CHESTNUT ST	SCHWELLENBACH JAMES C &	LORRAINE D SCHWELLENBACH JTS	\$187,500	\$173
027 C0106SE	21	CHESTNUT ST	EISENBERG AVNER &	JULIE GOELL JTS	\$189,600	\$174
027 C01005E	21	CHESTNUT ST	WHALEN JOHN &	JENNIFER GRAF JTS	\$193,400	\$178
027 C01005S	21	CHESTNUT ST	NAQUI MUNIRA Z		\$193,400	\$178
027 C0104NW	21	CHESTNUT ST	FRAZER LORINDA JANE TRUSTEE		\$196,800	\$181
027 C01006N	21	CHESTNUT ST	KRUG ROBERT E WWII VET BLIND &	AURELIA C SCOTT JTS	\$198,400	\$183
027 C010002	21	CHESTNUT ST	CHESTNUT STREET LOFTS LLC		\$199,000	\$183
027 C0106NW	21	CHESTNUT ST	MCCULLEY CLYDE &	SUSAN MCCULLEY JTS	\$203,600	\$187
027 C01005N	21	CHESTNUT ST	YINDRA SARA R		\$204,200	\$188
027 C01006E	21	CHESTNUT ST	HAMM LARRY F &	DOROTHY J HAMM JTS	\$206,300	\$190
027 C01007N	21	CHESTNUT ST	GREENLEAF NANCY P		\$207,700	\$191
027 C01006W	21	CHESTNUT ST	BARRY PRUDENCE B		\$207,800	\$191
027 C0105NW	21	CHESTNUT ST	FULLAM CHARLOTTE		\$219,000	\$201
027 C01005W	21	CHESTNUT ST	CURTIN TERESA ANN &	CHARLES JOHN SHAW JTS	\$223,000	\$205
027 C002001	17	CHESTNUT ST	17 CHESTNUT STREET LLC		\$226,400	\$208
027 C01007S	21	CHESTNUT ST	MCFAUL RICHARD C &	SUZANNE K VERMILYA JTS	\$246,300	\$227
027 C01007E	21	CHESTNUT ST	HARDING ALICIA &	MARTIN MARGULIS JTS	\$251,400	\$231
027 C01007W	21	CHESTNUT ST	MOORE TERRANCE O &	RUTH C MOORE JTS	\$266,600	\$245
027 C01008W	21	CHESTNUT ST	BUSQUE PETER J		\$312,900	\$288
027 C01008N	21	CHESTNUT ST	COTSIROLOS STEPHANIE G		\$316,300	\$291
027 C01008S	21	CHESTNUT ST	WILLIAMS JAN &	SALLY WILLIAMS JTS	\$325,000	\$299
027 C011001	15	CHESTNUT ST	BOODILLY LLC		\$1,809,800	\$1,665
027 F024001	28	CITY CTR	BROWN J B & SONS		\$323,600	\$298
027 F023001	30	CITY CTR	RODWAY PETER E &	MAURA H RODWAY JTS	\$329,900	\$304
032 P004002	6	CITY CTR	H & A PROPERTY GROUP LLC		\$368,000	\$339
027 F026001	26	CITY CTR	BROWN J B & SONS		\$627,700	\$577
027 F027001	24	CITY CTR	BROWN J B & SONS		\$906,800	\$834
032 P017001	10	CITY CTR	MINA BUILDING LLC		\$977,400	\$899
032 P003001	4	CITY CTR	FOUR CITY CENTER	PROPERTIES LLC	\$1,010,400	\$930
032 P004001	6	CITY CTR	SIX CITY CENTER LLC		\$1,934,600	\$1,780
032 P001001	2	CITY CTR	MDA LLC		\$3,327,900	\$3,062
032 L002001	1	CITY CTR	ONE CITY CENTER ASSOCIATES LLC		\$29,070,000	\$26,744
031 L038001	230	COMMERCIAL ST	PROPRIETORS OF UNION WHARF		\$45,130	\$42
038 G00204A	269	COMMERCIAL ST	SERNOFFSKY SUSAN		\$105,200	\$97
038 G00202E	269	COMMERCIAL ST	DEVILLIER JACQUES K		\$121,100	\$111
038 G00204D	269	COMMERCIAL ST	KIMBLE ELLEN SUE		\$127,200	\$117
038 G00203B	269	COMMERCIAL ST	RICE LEE P		\$133,900	\$123
038 G00202A	269	COMMERCIAL ST	GOSSSELIN EUGENE D &	DIANE H GOSSSELIN JTS	\$135,200	\$124
038 G00202B	269	COMMERCIAL ST	JMARR ENTERPRISES LLC		\$137,600	\$127
038 G00203D	269	COMMERCIAL ST	HUDON WILFRED R		\$140,400	\$129
038 G00203A	269	COMMERCIAL ST	ALBEE PETER J		\$140,900	\$130
038 G00204E	269	COMMERCIAL ST	LOWRY KATE		\$141,900	\$131
038 G00203F	269	COMMERCIAL ST	TUCKER HAROLD W III		\$143,900	\$132
038 G00202F	269	COMMERCIAL ST	SERAICHICK SUSAN ETAL		\$147,600	\$136
038 G00204F	269	COMMERCIAL ST	WONG ROCKET &	LILLIANA M ACUNA JTS	\$149,000	\$137
038 G00204B	269	COMMERCIAL ST	KIRKHAM JOHN C &	JENNIFER L MROWKA JTS	\$150,000	\$138
038 G00202C	269	COMMERCIAL ST	GREEN DESIGN LLC		\$150,500	\$138
038 G00205F	269	COMMERCIAL ST	FOSTER ANTHONY W		\$150,500	\$138
038 G00203C	269	COMMERCIAL ST	NORCHI CHARLES H		\$151,400	\$139
038 G00205C	269	COMMERCIAL ST	CALDWELL ROBERT A		\$155,000	\$143
038 G00205A	269	COMMERCIAL ST	BERG ERIC O JR TRUSTEE	OF ERIC O BERG REVOCABLE TRUST	\$160,100	\$147
038 G00204C	269	COMMERCIAL ST	MCDEVITT JOHN J IV		\$168,100	\$155
038 G00203E	269	COMMERCIAL ST	CONKLIN HENRY C		\$170,000	\$156
038 G00205E	269	COMMERCIAL ST	FLAHERTY CHRISTOPHER F		\$173,800	\$160
038 G00205B	269	COMMERCIAL ST	TARBOX JEFFERY H		\$174,500	\$161
038 G00205D	269	COMMERCIAL ST	MINKIN BARRY &	CHRISTINA VERRASTRO JTS	\$198,800	\$183
038 G00202D	269	COMMERCIAL ST	CUMMING JEAN S &	VIRGIL CUMMING JTS	\$199,900	\$184
032 U003001	185	COMMERCIAL ST	COMPARK LLC		\$217,280	\$200
031 K103001	218	COMMERCIAL ST	PROPRIETORS OF UNION WHARF		\$239,080	\$220
038 G002271	269	COMMERCIAL ST	JKC LLC		\$257,100	\$237
030 A101001	90	COMMERCIAL ST	PROPRIETORS OF CUSTOM HOUSE	WHARF	\$269,400	\$248
040 E003007	311	COMMERCIAL ST	KRUTHOFF CATHERINE H &	WAYNE A KRUTHOFF TRUSTEE	\$274,600	\$253
038 G002267	269	COMMERCIAL ST	MCMULTY BEVIN A		\$280,300	\$258
040 E003003	311	COMMERCIAL ST	WOODS MARY A &	STEPHEN R WOODS TRUSTEES	\$283,600	\$261
040 E003002	311	COMMERCIAL ST	BANKS MICHAEL D		\$286,800	\$264
040 E003008	311	COMMERCIAL ST	JR SEELY COMPANY LLC		\$343,100	\$316
040 E003013	311	COMMERCIAL ST	DERMER HARRY &	MARY P DERMER JTS	\$350,100	\$322
040 E003011	311	COMMERCIAL ST	CLANCY PAUL		\$358,500	\$330
040 E003009	311	COMMERCIAL ST	KROON THOMAS J &	MARIANNE M KROON TRUSTEES	\$377,500	\$347
040 E003012	311	COMMERCIAL ST	PIPER JOHN M &	REBECCA A WEI JTS	\$395,000	\$363

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
040 E003014	311	COMMERCIAL ST	SIMARK ACQUISITIONS LLC		\$397,900	\$366
029 D002001	121	COMMERCIAL ST	MAD COW LLC		\$401,200	\$369
040 E003004	311	COMMERCIAL ST	LEVIN-MARTIN MINDY F &	ROGER L MARTIN JTS	\$412,900	\$380
040 E003006	311	COMMERCIAL ST	JR SEELY COMPANY LLC		\$420,100	\$386
040 E003001	311	COMMERCIAL ST	JR SEELY COMPANY LLC		\$428,500	\$394
040 E003005	311	COMMERCIAL ST	TAYLOR-CHIARELLO ROBIN		\$495,600	\$456
040 E003010	311	COMMERCIAL ST	NSD 10-7 MAPLE LLC		\$526,800	\$485
030 D005001	84	COMMERCIAL ST	84 COMMERCIAL STREET LLC		\$537,500	\$495
032 V002001	205	COMMERCIAL ST	LANDFALL LLC		\$695,800	\$640
029 D001001	129	COMMERCIAL ST	RSB LIMITED LIABILITY COMPANY		\$781,200	\$719
030 A005001	94	COMMERCIAL ST	BMC INC		\$1,127,400	\$1,037
041 A015001	260	COMMERCIAL ST	WATERFRONT MAINE BT LLC		\$1,194,800	\$1,099
032 S004001	161	COMMERCIAL ST	ROB DOG REALTY LLC		\$1,265,900	\$1,165
040 E00300R	311	COMMERCIAL ST	TIQA LEGACY LLC		\$1,314,100	\$1,209
038 F004001	241	COMMERCIAL ST	SLM PROPERTIES INC		\$1,586,800	\$1,460
029 D003001	111	COMMERCIAL ST	BLANCHARD BLOCK LLC		\$1,773,500	\$1,632
032 V008001	225	COMMERCIAL ST	225 COMMERCIAL ST ASSOC INC		\$2,043,400	\$1,880
031 L034001	250	COMMERCIAL ST	CM WATERFRONT PROPERTIES LLC		\$2,111,800	\$1,943
032 V004001	211	COMMERCIAL ST	GRANITE FACE LLC		\$2,205,900	\$2,029
030 H004001	136	COMMERCIAL ST	CARROLL BLOCK LLC		\$2,345,100	\$2,157
032 V005001	217	COMMERCIAL ST	217 COMMERCIAL STREET	ASSOCIATES INC	\$2,637,500	\$2,427
038 F006001	245	COMMERCIAL ST	CASCO VIEW HOLDINGS LLC		\$4,007,900	\$3,687
030 H001001	144	COMMERCIAL ST	DIMILLO ARLENE ETALS TRUSTEES		\$4,339,000	\$3,992
030 C001001	100	COMMERCIAL ST	SOLEY WHARF LLC		\$5,557,100	\$5,113
040 F009001	305	COMMERCIAL ST	BAXTER PLACE LLC		\$6,327,600	\$5,821
029 S001001	145	COMMERCIAL ST	FLEMING CREEK LLC ETALS		\$6,509,400	\$5,989
029 K003001	57	COMMERCIAL ST	OLYMPIA EQUITY INVESTORS V LLC		\$10,717,000	\$9,860
040 E00300H	311	COMMERCIAL ST	JBB HOSPITALITY I LLC		\$12,301,600	\$11,317
037 E003001	10	CONGRESS SQ	PLAZA ASSOCIATES AT CONGRESS	SQUARE LP	\$10,029,900	\$9,228
037 E002001	585	CONGRESS ST	HAMMOND HEIRS LLC		\$60,900	\$56
037 F018001	481	CONGRESS ST	477-481 CONGRESS STREET	HOLDINGS LLC	\$77,500	\$71
037 C01702B	547	CONGRESS ST	SCULLY JOHN M		\$123,900	\$114
037 C01702E	547	CONGRESS ST	MONTMINY SHANE A		\$124,700	\$115
037 C01702A	547	CONGRESS ST	MARTIN ROGER		\$132,100	\$122
037 E002002	585	CONGRESS ST	HAMMOND HEIRS LLC		\$132,100	\$122
037 G012001	584	CONGRESS ST	CORNER FREAK LLC		\$137,000	\$126
046 C012001	673	CONGRESS ST	DOUKAS ANDREW J		\$138,900	\$128
037 C01701A	547	CONGRESS ST	R & J 545 PARTNERS LLC		\$142,800	\$131
037 H002003	540	CONGRESS ST	540 CONGRESS STREET LLC		\$142,900	\$131
037 H002005	540	CONGRESS ST	540 CONGRESS STREET LLC		\$142,900	\$131
037 H002004	540	CONGRESS ST	540 CONGRESS STREET LLC		\$145,400	\$134
037 C01701B	547	CONGRESS ST	R & J 545 PARTNERS LLC		\$150,900	\$139
037 C01702C	547	CONGRESS ST	SARASON JULIE		\$155,500	\$143
037 C01704B	547	CONGRESS ST	GRANO ROBERT C TRUSTEE		\$160,200	\$147
046 D027001	629	CONGRESS ST	BURNHAM ARMS ANNEX LLC		\$160,400	\$148
037 H002006	540	CONGRESS ST	540 CONGRESS STREET LLC		\$160,700	\$148
037 C01701C	547	CONGRESS ST	R & J 545 PARTNERS LLC		\$161,700	\$149
046 C013001	671	CONGRESS ST	DOUKAS ANDREW J &	WILLIAM B DOUKAS JTS	\$169,900	\$156
037 H011001	500	CONGRESS ST	MATERIAL OBJECTS		\$177,800	\$164
037 G007001	576	CONGRESS ST	574 ASSOCIATES LLC		\$185,800	\$171
037 H011002	500	CONGRESS ST	BARBA NANCY L &	CYNTHIA A WHELOCK JTS	\$188,600	\$174
037 C01704A	547	CONGRESS ST	FITZPATRICK SUSAN E		\$189,100	\$174
037 G008001	574	CONGRESS ST	574 ASSOCIATES LLC		\$191,800	\$176
037 C01703B	547	CONGRESS ST	FOREMAN BROCK &	LESLIE E FOREMAN JTS	\$194,400	\$179
037 C01703A	547	CONGRESS ST	BOURKE PATRICK J IV		\$201,700	\$186
037 C01702D	547	CONGRESS ST	WHEELER-BERTA FRANCES H TRUSTEE		\$204,700	\$188
037 G006001	578	CONGRESS ST	578 CONGRESS LLC		\$219,400	\$202
046 D028001	625	CONGRESS ST	BURNHAM ARMS ANNEX LLC		\$227,500	\$209
037 I002101	490	CONGRESS ST	GRACE LLC		\$232,600	\$214
046 D018001	653	CONGRESS ST	RICE GEOFFREY TRUSTEE		\$235,600	\$217
037 C01703C	547	CONGRESS ST	PACKARD JEFFREY G &	RICHARD H PACKARD JTS	\$248,000	\$228
039 A010001	606	CONGRESS ST	602 CONGRESS LLC		\$248,200	\$228
037 C01705B	547	CONGRESS ST	BLISSFUL BOUND LLC		\$254,100	\$234
037 I002102	492	CONGRESS ST	ZILKHA MICHAEL S		\$260,600	\$240
037 C01704C	547	CONGRESS ST	TYSON BRUCE &	ANDREA TYSON JTS	\$270,800	\$249
037 A042001	559	CONGRESS ST	HER LLC		\$287,700	\$265
039 A009001	608	CONGRESS ST	19 SOUTH STREET LLC		\$289,700	\$267
037 G004001	582	CONGRESS ST	CORNER FREAK LLC		\$298,500	\$275
039 A038001	612	CONGRESS ST	BLUE BAY LLC		\$302,700	\$278
037 C014509	531	CONGRESS ST	HEGA REALTY LLC		\$310,900	\$286
037 I005001	486	CONGRESS ST	BARTHE DONNA		\$316,000	\$291
037 A044001	553	CONGRESS ST	ROCCO HOLDINGS LLC		\$325,100	\$299

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
039 A008001	610	CONGRESS ST	19 SOUTH STREET LLC		\$328,800	\$302
037 C014502	531	CONGRESS ST	HEGA REALTY LLC		\$336,500	\$310
037 A043001	555	CONGRESS ST	CORRYMORE ZELLERTON LLC		\$355,600	\$327
046 C011001	675	CONGRESS ST	DOUKAS WILLIAM B		\$367,700	\$338
037 C014506	531	CONGRESS ST	HEGA REALTY LLC		\$396,800	\$365
037 C014507	531	CONGRESS ST	HEGA REALTY LLC		\$397,600	\$366
037 A045001	575	CONGRESS ST	571 ENTERPRISES LLC		\$402,200	\$370
037 H005003	536	CONGRESS ST	SPACE GALLERY		\$422,600	\$389
037 C014501	531	CONGRESS ST	WILLIAMS DEBORAH J &	IGOR PROKOPIW JTS	\$433,300	\$399
037 C014510	531	CONGRESS ST	SEASIDE PARTNERS LLC		\$439,600	\$404
045 A001001	660	CONGRESS ST	A K LONGFELLOW LLC		\$458,500	\$422
037 D024001	519	CONGRESS ST	MAINE CHARITABLE MECHANIC	ASSOC	\$459,000	\$422
045 A034001	664	CONGRESS ST	RANS LLC		\$464,900	\$428
037 H001001	550	CONGRESS ST	NEVERMORE LLC		\$480,400	\$442
037 C014503	531	CONGRESS ST	SHOREY LINDA J &	JOHN DECKER JTS	\$491,400	\$452
037 G005001	580	CONGRESS ST	BBB INC		\$536,300	\$493
037 C014508	531	CONGRESS ST	HEGA REALTY LLC		\$539,500	\$496
037 G009001	570	CONGRESS ST	PRIDE RALPH H TRUSTEE		\$542,700	\$499
037 E002003	585	CONGRESS ST	PAUL'S BOUTIQUE LLC		\$589,300	\$542
037 C01705A	547	CONGRESS ST	HENRY MICHAEL T &	JAIME COHEN JTS	\$592,400	\$545
037 C014505	531	CONGRESS ST	WALBRIDGE HOYT &	STEPHANIE BACON JTS	\$601,500	\$553
045 A035001	670	CONGRESS ST	LONGFELLOW SQUARE	PARTNERS LLC	\$611,700	\$563
037 C017006	547	CONGRESS ST	MOULTON THOMAS W		\$638,000	\$587
037 I001001	498	CONGRESS ST	BEAVER BLOCK LLC		\$648,500	\$597
037 E002004	585	CONGRESS ST	HAMMOND HEIRS LLC		\$768,100	\$707
037 G001001	594	CONGRESS ST	FITZGIBBONS VIRGINIA S &	LEE F STREET TRUSTEE	\$802,600	\$738
037 C014504	531	CONGRESS ST	HEGA REALTY LLC		\$806,600	\$742
039 A001001	626	CONGRESS ST	PARK WONBAE &	IP BOON PARK JTS	\$810,700	\$746
037 H009001	516	CONGRESS ST	PACHIOS BROTHERS II LLC		\$834,200	\$767
045 A002001	656	CONGRESS ST	RICE GEOFFREY I		\$843,000	\$776
037 C016001	551	CONGRESS ST	551 CONGRESS STREET LLC		\$849,700	\$782
037 F018002	481	CONGRESS ST	477-481 CONGRESS STREET	HOLDINGS LLC	\$850,300	\$782
039 A013001	600	CONGRESS ST	602 CONGRESS LLC		\$878,100	\$808
039 A002001	622	CONGRESS ST	WAYNE ENTERPRISES LLC		\$913,300	\$840
037 I004001	480	CONGRESS ST	THE BUZZ LLC		\$983,700	\$905
039 A005001	616	CONGRESS ST	614 CONGRESS STREET LLC		\$1,029,200	\$947
037 H013001	504	CONGRESS ST	KAPLAN 504 LLC		\$1,176,200	\$1,082
037 F017001	489	CONGRESS ST	MHS INC		\$1,226,800	\$1,129
037 C014100	531	CONGRESS ST	HEGA REALTY LLC		\$1,388,800	\$1,278
037 C014300	531	CONGRESS ST	HEGA REALTY LLC		\$1,639,100	\$1,508
037 C014400	531	CONGRESS ST	HEGA REALTY LLC		\$1,753,700	\$1,613
027 B007001	415	CONGRESS ST	ASHBY TEAM LLC		\$1,769,100	\$1,628
037 A038001	565	CONGRESS ST	PACHIOS BROTHERS I LLC &	LACONIA LLC	\$1,821,300	\$1,676
037 C014200	531	CONGRESS ST	HEGA REALTY LLC		\$2,068,100	\$1,903
037 H002002	540	CONGRESS ST	540 CONGRESS STREET LLC		\$2,152,700	\$1,980
046 D026001	633	CONGRESS ST	BURNHAM ARMS LLC		\$2,218,100	\$2,041
027 D001001	385	CONGRESS ST	METRO MEDIA PROPERTIES LLC		\$2,349,540	\$2,162
046 D029001	619	CONGRESS ST	BAXTER BUILDING LLC		\$2,502,600	\$2,302
027 B002001	443	CONGRESS ST	JJR 443 CONGRESS LLC		\$2,973,400	\$2,736
037 I003001	482	CONGRESS ST	CENTER CONGRESS LLC		\$3,125,600	\$2,876
027 B004001	439	CONGRESS ST	METROPOLITAN APARTMENTS LLC		\$3,734,300	\$3,436
037 H010001	510	CONGRESS ST	CENTER CITY PLAZA ASSOC		\$3,762,600	\$3,462
046 D022001	645	CONGRESS ST	BAYSIDE MAINE LLC		\$3,783,700	\$3,481
027 A015001	465	CONGRESS ST	5 MONUMENT SQUARE LLC		\$4,928,900	\$4,535
037 G014001	562	CONGRESS ST	TERBAX REALTY INC		\$5,095,800	\$4,688
045 A003001	638	CONGRESS ST	638 CONGRESS STREET	PARTNERS LLC	\$5,101,800	\$4,694
046 D021001	655	CONGRESS ST	TRELAWNY 657 LLC		\$5,222,500	\$4,805
037 F022001	477	CONGRESS ST	477-481 CONGRESS STREET	HOLDINGS LLC	\$5,280,500	\$4,858
032 G001001	396	CONGRESS ST	A & M PARTNERS INC		\$9,329,900	\$8,584
037 D002001	511	CONGRESS ST	OCEAN GATE LLC		\$9,511,500	\$8,751
032 C001001	390	CONGRESS ST	PRESS HOTEL LLC		\$10,929,700	\$10,055
046 C019001	667	CONGRESS ST	REDFERN LONGFELLOW LLC		\$11,855,100	\$10,907
038 C009001	24	COTTON ST	CASCO VIEW HOLDINGS III LLC		\$729,500	\$671
038 C012001	8	COTTON ST	CASCO VIEW HOLDINGS III LLC		\$1,862,500	\$1,714
038 F019001	19	CROSS ST	CASCO VIEW HOLDINGS II LLC		\$7,127,700	\$6,557
037 D003001	360	CUMBERLAND AVE	CLIFF'S EDGE LLC &	RIVERSIDE ASSOCIATES LLC	\$465,800	\$429
037 B001001	380	CUMBERLAND AVE	THREE EIGHTY CUMBERLAND	ASSOCIATES LLC	\$1,807,000	\$1,662
037 F009001	338	CUMBERLAND AVE	THREE FORTY ASSOCIATES LLC		\$1,811,700	\$1,667
027 A001001	320	CUMBERLAND AVE	25 PREBLE STREET LLC		\$6,259,500	\$5,759
029 K001001	7	CUSTOM HOUSE ST	OLYMPIA EQUITY	INVESTORS IV LLC	\$5,902,300	\$5,430
032 U005001	7	DANA ST	TRANSMINE		\$665,700	\$612
032 U004001	1	DANA ST	ONE DANA LLC		\$902,700	\$830

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
032 V001001	10	DANA ST	10 DANA STREET LLC		\$1,254,500	\$1,154
040 B028001	1	DANFORTH ST	GIOBBI ARCHIE S &	MATILDA M JTS	\$394,000	\$362
040 D002001	10	DANFORTH ST	WRIGHT-RYAN REAL ESTATE LLC		\$1,003,100	\$923
040 D001001	20	DANFORTH ST	BROWN J B & SONS		\$2,818,400	\$2,593
032 I040001	44	EXCHANGE ST	COW PLAZA 1 LLC		\$247,500	\$228
032 F014001	1	EXCHANGE ST	ELEVEN EXCHANGE LLC		\$517,600	\$476
032 E004001	49	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE		\$567,400	\$522
032 H006001	92	EXCHANGE ST	MAINESCAPE PROPERTIES LLC		\$568,300	\$523
032 I006001	50	EXCHANGE ST	FITZGIBBONS VIRGINIA S &	LEE F STREET TRUSTEES	\$593,000	\$546
032 F012001	5	EXCHANGE ST	ELEVEN EXCHANGE LLC		\$619,500	\$570
032 I011001	30	EXCHANGE ST	MAINELAND REAL ESTATE	CONSULTANTS LLC	\$683,100	\$628
032 H007001	88	EXCHANGE ST	RIVENDELL REAL ESTATE LLC		\$718,200	\$661
032 H002001	106	EXCHANGE ST	RICH BUILDING LLC		\$721,500	\$664
032 H003001	102	EXCHANGE ST	PALACCI JOSEPH		\$889,000	\$818
032 I012200	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC		\$903,500	\$831
032 D001001	107	EXCHANGE ST	TOP OF EXCHANGE LLC		\$918,700	\$845
032 I010001	34	EXCHANGE ST	PALACCI SION &	JOSEPH PALACCI	\$932,000	\$857
032 E008001	39	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE		\$949,600	\$874
032 E009001	31	EXCHANGE ST	B & C LIMITED		\$1,027,000	\$945
032 E002001	53	EXCHANGE ST	PALACCI JOSEPH A TRUSTEE		\$1,176,800	\$1,083
032 H001001	110	EXCHANGE ST	ONETEN EXCHANGE LLC		\$1,216,300	\$1,119
032 I012001	10	EXCHANGE ST	10 EXCHANGE STREET LLC		\$1,233,700	\$1,135
032 I012100	10	EXCHANGE ST	10 EXCHANGE PROPERTIES LLC		\$1,276,000	\$1,174
032 F010001	9	EXCHANGE ST	ELEVEN EXCHANGE LLC		\$1,421,700	\$1,308
032 D003001	93	EXCHANGE ST	TOP OF EXCHANGE LLC		\$1,430,600	\$1,316
032 I002001	52	EXCHANGE ST	OLD PORT ARMS		\$1,557,200	\$1,433
032 I008001	44	EXCHANGE ST	44 EXCHANGE STREET LLC		\$1,679,900	\$1,546
032 H008001	80	EXCHANGE ST	MURAL ASSOCIATES		\$1,795,300	\$1,652
032 D002001	97	EXCHANGE ST	TOP OF EXCHANGE LLC		\$1,959,500	\$1,803
032 E005001	45	EXCHANGE ST	45 EXCHANGE STREET LLC		\$2,130,900	\$1,960
032 D004001	85	EXCHANGE ST	TOP OF EXCHANGE LLC		\$2,548,400	\$2,345
032 E001001	57	EXCHANGE ST	57 EXCHANGE STREET LLC		\$2,906,700	\$2,674
029 C001005	340	FORE ST	ADB REALTY LLC		\$65,900	\$61
029 K0060B3	300	FORE ST	OLYMPIA EQUITY	INVESTORS IV LLC	\$70,000	\$64
032 I041002	401	FORE ST	BANGOR SAVINGS BANK		\$85,000	\$78
029 K0060B2	300	FORE ST	OLYMPIA EQUITY	INVESTORS IV LLC	\$98,000	\$90
029 B004011	341	FORE ST	BOOTHBY SQUARE PROPERTIES LLC		\$118,100	\$109
029 C001001	340	FORE ST	ADB REALTY LLC		\$120,000	\$110
029 B004007	341	FORE ST	ALAGIC SUAD		\$121,900	\$112
029 C006005	320	FORE ST	FORE STREET INVESTMENTS LLC		\$122,100	\$112
029 B004002	341	FORE ST	O'CONNOR DENNIS R III &	BARBARA M O'CONNOR JTS	\$127,400	\$117
029 C001002	340	FORE ST	HAYEK LEE-ANN COLLINS TRUSTEE		\$128,000	\$118
029 B004005	341	FORE ST	PENDERS JOHN F IV		\$128,600	\$118
029 B004008	341	FORE ST	DALTON JENNIFER L		\$129,900	\$120
029 B004006	341	FORE ST	KELLER BENJAMIN R		\$130,300	\$120
029 C006006	320	FORE ST	FORE STREET INVESTMENTS LLC		\$138,200	\$127
029 B004001	341	FORE ST	JACKSON MICHAEL		\$140,700	\$129
029 B004004	341	FORE ST	CHILDS DONNA W		\$140,700	\$129
029 C001004	340	FORE ST	ABD REALTY LLC		\$141,500	\$130
029 B004003	341	FORE ST	ROSE JOHN &	HEATHER ROSE JTS	\$146,800	\$135
032 J00400B	396	FORE ST	BEER GUYS LLC		\$151,600	\$139
029 C006003	320	FORE ST	FORE STREET INVESTMENTS LLC		\$162,100	\$149
032 J004001	396	FORE ST	BEER GUYS LLC		\$166,400	\$153
029 C006004	320	FORE ST	FORE STREET INVESTMENTS LLC		\$167,700	\$154
029 B004010	341	FORE ST	BOOTHBY SQUARE PROPERTIES LLC		\$180,000	\$166
032 J004002	396	FORE ST	BEER GUYS LLC		\$180,300	\$166
029 C001003	340	FORE ST	207 INVESTS LLC		\$220,000	\$202
032 J004003	396	FORE ST	BEER GUYS LLC		\$228,300	\$210
032 J005003	398	FORE ST	INGALLS ROGER E		\$271,600	\$250
032 J005004	398	FORE ST	INGALLS ROGER E		\$271,600	\$250
032 J005002	398	FORE ST	FORE STREET PROPERTIES	LIMITED PARTNERSHIP	\$300,000	\$276
029 E012001	277	FORE ST	287 FORE STREET LLC		\$321,580	\$296
029 C002001	336	FORE ST	DOCK FORE INC		\$348,000	\$320
032 J005001	398	FORE ST	FORE STREET PARTNERSHIP	LIMITED PARTNERSHIP	\$375,100	\$345
029 C006007	320	FORE ST	FORE STREET INVESTMENTS LLC		\$392,100	\$361
029 B004009	341	FORE ST	HAAPALA BRIAN R &	KRISTA A HAAPALA JTS	\$397,500	\$366
029 C003001	334	FORE ST	PORT CITY APARTMENTS		\$401,100	\$369
032 R003001	432	FORE ST	TERRAPIN PROPERTIES LLC		\$430,000	\$396
029 C005001	330	FORE ST	J & R VENTURES LLC		\$445,700	\$410
032 N011001	422	FORE ST	HARDING RICHARD B ETAL		\$450,100	\$414
032 F008001	375	FORE ST	ELEVEN EXCHANGE LLC		\$451,000	\$415
032 F007001	375	FORE ST	ELEVEN EXCHANGE LLC		\$467,200	\$430

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
032 R004001	434	FORE ST	TERRAPIN PROPERTIES LLC		\$493,300	\$454
029 K006001	300	FORE ST	OLYMPIA EQUITY	INVESTORS IV LLC	\$497,800	\$458
032 N009001	414	FORE ST	GOULD COMPANY LLC		\$601,300	\$553
032 F013001	379	FORE ST	ELEVEN EXCHANGE LLC		\$648,800	\$597
038 G007001	508	FORE ST	NORTH RIVER IV LLC		\$701,800	\$646
032 R001001	428	FORE ST	428 FORE STREET LLC		\$756,200	\$696
029 E007001	291	FORE ST	291 FORE STREET LLC		\$812,000	\$747
032 N012001	424	FORE ST	SOLETSKY LIMITED LIABILITY CO		\$828,700	\$762
032 N010001	416	FORE ST	416 FORE STREET LLC		\$845,300	\$778
032 J002001	392	FORE ST	BEER GUYS LLC		\$864,600	\$795
032 F005001	363	FORE ST	ELEVEN EXCHANGE LLC		\$883,400	\$813
032 I018001	395	FORE ST	395 FORE STREET LLC		\$912,300	\$839
032 R008001	446	FORE ST	FORE STREET PARTNERS LLC		\$1,000,500	\$920
029 K002001	288	FORE ST	EAST BROWN COW LIMITED	LIABILITY COMPANY	\$1,103,000	\$1,015
032 J001001	386	FORE ST	386 FORE STREET LLC		\$1,197,900	\$1,102
032 R007001	436	FORE ST	FORE STREET PARTNERS LLC		\$1,275,000	\$1,173
038 F008001	470	FORE ST	DICTAR ASSOCIATES II		\$2,148,000	\$1,976
032 S001001	366	FORE ST	MCGEE CHARLES T &	RICHARD P HERRERA TR	\$2,321,400	\$2,136
038 F009002	468	FORE ST	DICTAR ASSOCIATES II		\$2,360,900	\$2,172
038 G001001	486	FORE ST	NORTH RIVER IV LLC		\$3,257,600	\$2,997
038 B003001	481	FORE ST	NORTH RIVER IV LLC		\$3,634,900	\$3,344
032 I041001	425	FORE ST	COW PLAZA GARAGE LLC		\$6,164,200	\$5,671
038 F009001	468	FORE ST	HARBOR PLAZA ASSOCIATES II		\$7,658,200	\$7,046
032 I042001	433	FORE ST	COW PLAZA HOTEL LLC		\$11,786,100	\$10,843
029 K005001	280	FORE ST	OLYMPIA EQUITY	INVESTORS V-P LLC	\$12,880,800	\$11,850
037 E005001	32	FOREST AVE	RB PORTLAND LLC		\$162,900	\$150
037 E005002	32	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	SQUARE LP	\$175,560	\$162
037 E004001	28	FOREST AVE	PLAZA ASSOCIATES AT CONGRESS	SQUARE LP	\$197,750	\$182
037 A046001	7	FOREST AVE	D & D PARTNERS LLC		\$372,500	\$343
037 A033001	11	FOREST AVE	PACHIOS BROTHERS I LLC &	LACONIA LLC	\$499,480	\$460
037 A022001	25	FOREST AVE	PORTLAND STAGE COMPANY		\$822,900	\$757
037 A012001	39	FOREST AVE	39 LLC		\$2,957,100	\$2,721
037 A001001	45	FOREST AVE	NORTHERN NEW ENGLAND	TELEPHONE OPERATIONS LLC	\$10,420,800	\$9,587
039 C0010GB	110	FREE ST	MAINEHEALTH		\$43,300	\$40
027 F028001	41	FREE ST	TEDLUM ASSOCIATES LLC		\$117,920	\$108
039 C001302	110	FREE ST	MAINEHEALTH		\$239,500	\$220
039 B007001	128	FREE ST	ARCAND PROPERTIES LLC		\$305,000	\$281
037 J009001	59	FREE ST	JBG & H ASSOCIATES		\$448,260	\$412
037 G010001	133	FREE ST	HUBBARD'S APTS INC		\$532,700	\$490
039 B008001	120	FREE ST	MAINEHEALTH		\$586,840	\$540
039 B004001	130	FREE ST	MAINEHEALTH		\$723,380	\$666
039 C00101B	110	FREE ST	MAINEHEALTH		\$730,800	\$672
038 A001002	10	FREE ST	JB BROWN & SONS		\$833,100	\$766
039 C00101C	110	FREE ST	MAINEHEALTH		\$1,032,900	\$950
038 I018001	46	FREE ST	JB BORWN & SONS		\$2,359,200	\$2,170
038 A005001	22	FREE ST	JB BROWN & SONS		\$2,614,600	\$2,405
038 A001001	10	FREE ST	JBG&H ASSOCIATES		\$2,933,800	\$2,699
027 F029001	23	FREE ST	ONE CITY CENTER ASSOCIATES LLC		\$6,584,700	\$6,058
029 C006002	1	GOLD ST	ADNERB PROPERTIES LLC		\$154,800	\$142
029 C006001	3	GOLD ST	MAINE BODYWORKS LLC		\$157,000	\$144
039 A016001	122	HIGH ST	PACIFIC & SOUTHERN COMPANY INC		\$79,500	\$73
039 A035001	110	HIGH ST	ONE HUNDRED AND TEN HIGH ST	LIMITED LIABILITY COMPANY	\$382,800	\$352
039 A037001	106	HIGH ST	THIDWICK LLC		\$416,200	\$383
039 E008001	93	HIGH ST	GREATER PORTLAND	LANDMARKS INC	\$730,600	\$672
039 A016002	122	HIGH ST	PACIFIC AND SOUTHERN LLC		\$813,050	\$748
039 A027001	116	HIGH ST	CUMBERLAND CLUB		\$1,317,200	\$1,212
039 A017001	128	HIGH ST	PACIFIC & SOUTHERN COMPANY INC		\$2,817,500	\$2,592
046 D031001	142	HIGH ST	CROSTONE PORTLAND LLC		\$4,127,000	\$3,797
037 E006009	173	HIGH ST	181 HIGH STREET LLC		\$8,309,400	\$7,645
037 E007001	157	HIGH ST	RB PORTLAND LLC		\$80,607,400	\$28,159
029 O003001	43	MARKET ST	PORTLAND REGENCY INC		\$285,520	\$263
032 F003001	30	MARKET ST	E L C INC		\$511,600	\$471
032 F002001	36	MARKET ST	36 MARKET ST		\$661,600	\$609
032 F001001	42	MARKET ST	OCEAN BLOCK ASSOCIATES		\$809,900	\$745
032 E010001	46	MARKET ST	MARKET MILK PARTNERS LLC		\$888,400	\$817
028 K001001	77	MARKET ST	85 MARKET STREET LLC		\$1,647,500	\$1,516
028 K003001	75	MARKET ST	WHOLLY COW LLC		\$3,643,900	\$3,352
029 A001P02	150	MIDDLE ST	GIUSTRA BETSY M TRUSTEE		\$5,100	\$5
029 A001P01	150	MIDDLE ST	DUNKERLY MARY V		\$10,100	\$9
029 A001P04	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P05	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P06	150	MIDDLE ST	IN FIRM GROUP THE		\$10,100	\$9

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
029 A001P07	150	MIDDLE ST	IN FIRM GROUP THE		\$10,100	\$9
029 A001P08	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	JOHN P FARRELL JTS	\$10,100	\$9
029 A001P09	150	MIDDLE ST	MCGOLDRICK RICHARD J		\$10,100	\$9
029 A001P10	150	MIDDLE ST	FRANK PATRICK J JR		\$10,100	\$9
029 A001P11	150	MIDDLE ST	FRANK PATRICK J JR		\$10,100	\$9
029 A001P12	150	MIDDLE ST	INFIRM GROUP		\$10,100	\$9
029 A001P13	150	MIDDLE ST	MILLS S PETER		\$10,100	\$9
029 A001P14	150	MIDDLE ST	ERNEST PAUL W &	CARMELIA G ERNEST JTS	\$10,100	\$9
029 A001P15	150	MIDDLE ST	BIXBY DOUGLAS B &	KATHLEEN F WHITE JTS	\$10,100	\$9
029 A001P16	150	MIDDLE ST	MACBRIDE JENNIFER L		\$10,100	\$9
029 A001P17	150	MIDDLE ST	CAMP PETER S		\$10,100	\$9
029 A001P18	150	MIDDLE ST	RELM REALTY LLC		\$10,100	\$9
029 A001P19	150	MIDDLE ST	RELM REALTY LLC		\$10,100	\$9
029 A001P20	150	MIDDLE ST	THORNTON JAMES M		\$10,100	\$9
029 A001P21	150	MIDDLE ST	DUNKERLY ALLAN S &	MARY V DUNKERLY JTS	\$10,100	\$9
029 A001P22	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P23	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P24	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P25	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P26	150	MIDDLE ST	MIRS PROPERTIES LLC		\$10,100	\$9
029 A001P27	150	MIDDLE ST	HARDING WILLIAM TRUSTEE		\$10,100	\$9
029 A001P28	150	MIDDLE ST	SHIPYARD INC		\$10,100	\$9
029 A001P29	150	MIDDLE ST	SHIPYARD INC		\$10,100	\$9
029 A001P03	150	MIDDLE ST	LINDQUIST PETER R &	SARAH RUEF-LINDQUIST JTS	\$10,400	\$10
032 I038001	182	MIDDLE ST	MIDDLE STREET HOLDINGS LLC		\$53,700	\$49
029 A00104D	150	MIDDLE ST	GUTWIN JOHN D &	LENORA GUTWIN JTS	\$134,600	\$124
029 A00103H	150	MIDDLE ST	HENDERSON HAROLD L &	RACHEL C HENDERSON JTS	\$137,000	\$126
029 A00102J	150	MIDDLE ST	MILLS S PETER		\$137,100	\$126
029 A00103J	150	MIDDLE ST	WALTER MARIA L TRUSTEE		\$137,100	\$126
029 A00104J	150	MIDDLE ST	GREENZWEIG NEIL TRUSTEE		\$137,100	\$126
029 A00102G	150	MIDDLE ST	KIRK CHARLES M		\$143,300	\$132
029 A00103G	150	MIDDLE ST	M & B 101 INC		\$143,300	\$132
029 A00104G	150	MIDDLE ST	GIARRAPUTO CYNTHIA R &	JOHN P FARRELL JTS	\$143,300	\$132
029 A00102I	150	MIDDLE ST	MAVROUDIS DEBORAH A		\$149,600	\$138
029 A00103I	150	MIDDLE ST	HARDING WILLIAM TRUSTEE		\$149,600	\$138
029 A00104I	150	MIDDLE ST	KOSTA KATHERINE C		\$149,600	\$138
029 A00102B	150	MIDDLE ST	SAVATTERI SALVATORE JR &	MIRIAM SAVATTERI JTS	\$150,800	\$139
029 A00103B	150	MIDDLE ST	LINDQUIST PETER R &	SARAH RUEF-LINDQUIST JTS	\$150,800	\$139
029 A00104B	150	MIDDLE ST	TURNER SCOTT H &	KATHY V TURNER TRUSTEES	\$150,800	\$139
029 A00102D	150	MIDDLE ST	WILK BRIAN &	LUNDA WILK JTS	\$153,400	\$141
029 A00103D	150	MIDDLE ST	THORNTON-JAMES M		\$153,400	\$141
029 A00104H	150	MIDDLE ST	ASM PROPERTIES LLC		\$155,800	\$143
029 A00102F	150	MIDDLE ST	BOEPPLE ELIZABETH ANN		\$156,400	\$144
029 A00102C	150	MIDDLE ST	MEIL JOAN F &	HENRY MEIL JTS	\$158,900	\$146
029 A00103C	150	MIDDLE ST	BELL KEVIN P &	SUSAN F BELL JTS	\$158,900	\$146
029 A00104C	150	MIDDLE ST	CAMP PETER S		\$158,900	\$146
029 A00102A	150	MIDDLE ST	FRANK PATRICK J JR		\$159,600	\$147
029 A00102H	150	MIDDLE ST	JOHNS F ARTHUR T		\$159,600	\$147
029 A00102K	150	MIDDLE ST	MILLS S PETER		\$160,900	\$148
029 A00103K	150	MIDDLE ST	MACBRIDE JENNIFER L		\$160,900	\$148
029 A00104K	150	MIDDLE ST	ZANARDI MARIAGRAZIA		\$160,900	\$148
029 A00103F	150	MIDDLE ST	M & B 101 INC		\$166,800	\$153
029 A00104F	150	MIDDLE ST	GUILLAUME RAYMOND		\$166,800	\$153
029 A00102E	150	MIDDLE ST	ERNEST PAUL W &	CARMELIA G ERNEST JTS	\$167,400	\$154
029 A00103E	150	MIDDLE ST	ROBERTS MATTHEW		\$167,400	\$154
029 A00104E	150	MIDDLE ST	GIUSTRA BETSY M TRUSTEE		\$167,400	\$154
029 A00103A	150	MIDDLE ST	MOUMENE MISSOUM &	ELIZABETH MOUMENE JTS	\$178,400	\$164
029 A00104A	150	MIDDLE ST	BIXBY DOUGLAS B &	KATHLEEN F WHITE JTS	\$178,400	\$164
029 A00108A	150	MIDDLE ST	242 NEWRY PARTNERS	LIMITED PARTNERSHIP	\$188,500	\$173
029 A00108B	150	MIDDLE ST	242 NEWRY PARTNERS	LIMITED PARTNERSHIP	\$188,500	\$173
028 N010001	111	MIDDLE ST	VENTURE III HOLDINGS LLC		\$200,100	\$184
032 H016004	183	MIDDLE ST	SLEEPY HOLLOW DEVELOPMENT INC		\$258,360	\$238
029 A00101C	150	MIDDLE ST	IN FIRM GROUP THE		\$290,700	\$267
029 A00101D	150	MIDDLE ST	IN FIRM GROUP THE		\$290,700	\$267
032 H01604B	183	MIDDLE ST	ITM REALTY II LLC		\$291,340	\$268
029 A00101A	150	MIDDLE ST	RELM REALTY LLC		\$328,300	\$302
029 A00101B	150	MIDDLE ST	PEG REALTY LLC		\$329,700	\$303
029 A00105B	150	MIDDLE ST	DUNKERLY ALLAN S TRUSTEE		\$402,900	\$371
032 H016002	183	MIDDLE ST	Q STREET REAL ESTATE	HOLDINGS LLC	\$549,700	\$506
032 H016003	183	MIDDLE ST	MORRISWITZER-BUILDING	FOR HEALTH LLC	\$549,700	\$506
028 N009001	115	MIDDLE ST	BROTHERS THREE LLC		\$648,300	\$596
032 H016001	183	MIDDLE ST	Q STREET REAL ESTATE	FIRST HOLDINGS LLC	\$683,900	\$629

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
029 A00105A	150	MIDDLE ST	MIRS PROPERTIES LLC		\$799,300	\$735
029 O002001	164	MIDDLE ST	NDA 164 MIDDLE STREET LLC		\$1,232,900	\$1,134
032 I001001	178	MIDDLE ST	MIDDLE STREET HOLDINGS LLC		\$1,963,200	\$1,806
028 L007001	131	MIDDLE ST	RACKLEFF BLOCK LLC		\$2,168,800	\$1,995
032 H022001	193	MIDDLE ST	SAVI REALTY LLC		\$2,294,300	\$2,111
028 M005001	121	MIDDLE ST	123 LLC		\$2,738,300	\$2,519
032 I021001	182	MIDDLE ST	MIDDLE STREET HOLDINGS LLC		\$3,508,600	\$3,228
029 E001001	130	MIDDLE ST	ELC LIMITED LIABILITY COMPANY		\$5,763,200	\$5,302
029 E026001	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC		\$16,469,500	\$15,152
029 E006001	100	MIDDLE ST	ALBANY ROAD-PORTLAND LLC		\$17,438,600	\$16,044
029 O004001	11	MILK ST	PORTLAND REGENCY INC		\$112,080	\$103
032 F009001	30	MILK ST	OCEAN BLOCK ASSOCIATES		\$1,313,700	\$1,209
029 B002001	4	MILK ST	4 MILK MHR LLC		\$1,502,300	\$1,382
029 A003001	5	MILK ST	MILK STREET ASSOCIATES LLC		\$2,561,900	\$2,357
029 R001001	20	MILK ST	PORTLAND REGENCY INC		\$7,901,900	\$7,270
027 F014001	0	MONUMENT SQ	TWO MONUMENT WAY ASSOCIATES		\$31,700	\$29
027 F002005	28	MONUMENT SQ	28 MSQ LLC		\$116,300	\$107
027 F004001	6	MONUMENT SQ	PARCHEGGIO LLC		\$187,000	\$172
027 F002003	28	MONUMENT SQ	28 MSQ LLC		\$232,300	\$214
027 F002004	28	MONUMENT SQ	28 MSQ LLC		\$246,300	\$227
027 F002002	28	MONUMENT SQ	STODDARD ROBERT B &	ELIZABETH W STODDARD JTS	\$547,800	\$504
027 F005001	18	MONUMENT SQ	18 MONUMENT SQUARE LLC		\$574,700	\$529
027 F006001	16	MONUMENT SQ	MCURTAIN BRADLEY C		\$706,700	\$650
027 F002001	28	MONUMENT SQ	BUDE SCOTT &	CHARLOTTE F COLE JTS	\$752,100	\$692
027 F003001	22	MONUMENT SQ	22 MONUMENT SQUARE LLC		\$1,679,700	\$1,545
027 F001001	50	MONUMENT SQ	50 MONUMENT LLC		\$3,166,400	\$2,913
032 K012001	1	MONUMENT SQ	FINARD MURRAY W TR		\$13,058,800	\$12,014
032 K001001	2	MONUMENT SQ	800 NORTHERN CORP		\$15,107,800	\$13,899
027 F011001	1	MONUMENT WAY	EAST END CORP		\$3,465,500	\$3,188
032 S003001	7	MOULTON ST	7-9 MOULTON LLC		\$283,300	\$261
032 S005001	5	MOULTON ST	MOULTON STREET REALTY LLC		\$1,924,200	\$1,770
032 T004001	4	MOULTON ST	ADRIENNE-JANE INCORPORATED		\$3,521,700	\$3,240
037 H025001	57	OAK ST	NEKOIE BAHMAN &	CATHERINE E JTS	\$77,300	\$71
037 H014005	51	OAK ST	MAINE COLLEGE OF ART		\$116,560	\$107
037 H014001	51	OAK ST	MAINE COLLEGE OF ART		\$155,430	\$143
037 H014003	51	OAK ST	MAINE COLLEGE OF ART		\$159,130	\$146
039 B011002	44	OAK ST	EVERYTHING LLC		\$191,100	\$176
039 B011003	44	OAK ST	44 OAK STREET LLC		\$195,500	\$180
037 B013001	95	OAK ST	NORTHERN NEW ENGLAND	TELEPHONE OPERATIONS LLC	\$209,880	\$193
037 C008001	81	OAK ST	HEGA REALTY LLC		\$338,940	\$312
037 A023001	84	OAK ST	NORTHEAST REALTY INC		\$341,500	\$314
039 B011001	44	OAK ST	EVERYTHING LLC		\$484,900	\$446
039 B011004	44	OAK ST	KEON MICHAEL P		\$702,900	\$647
037 A035001	72	OAK ST	AVESTA OAK STREET LP		\$2,196,400	\$2,021
028 L00503A	75	PEARL ST	WOODMAN BUILDING	ASSOCIATES LLC	\$352,000	\$324
028 L00504A	75	PEARL ST	WOODMAN BUILDING	ASSOCIATES LLC	\$352,000	\$324
028 L00502B	75	PEARL ST	WOODMAN BUILDING	ASSOCIATES LLC	\$449,000	\$413
028 L00503B	75	PEARL ST	WOODMAN BUILDING	ASSOCIATES LLC	\$461,900	\$425
028 L00502A	75	PEARL ST	WOODMAN BUILDING	ASSOCIATES LLC	\$571,300	\$526
028 L00504B	75	PEARL ST	WOODMAN BUILDING	ASSOCIATES LLC	\$571,300	\$526
028 L005001	75	PEARL ST	WBPM LLC		\$1,020,700	\$939
028 K002001	66	PEARL ST	LEADER PROPERTIES LLC		\$4,244,800	\$3,905
021 A001001	119	PEARL ST	PEARL CUMBERLAND LLC		\$4,265,900	\$3,925
029 E016001	31	PEARL ST	130 LIMITED LIABILITY COMPANY		\$4,790,700	\$4,407
029 E009001	25	PEARL ST	25 PEARL MHR LLC		\$14,588,600	\$13,422
038 X001001	9	PLEASANT ST	7-19 PLEASANT STREET LLC		\$11,760	\$11
040 B015001	10	PLEASANT ST	GIOBBI CARLO A JR &	STOJA PETROVIC	\$15,100	\$14
040 B017001	4	PLEASANT ST	GIOBBI ARCHIE S &	MATILDA M JTS	\$46,020	\$42
038 E021001	9	PLEASANT ST	7-19 PLEASANT STREET LLC		\$79,990	\$74
040 B013001	14	PLEASANT ST	GIOBBI CARLO A JR &	STOJA PETROVIC	\$274,700	\$253
038 E020001	7	PLEASANT ST	7-19 PLEASANT STREET LLC		\$392,200	\$361
038 E019001	1	PLEASANT ST	MH & RB LLC		\$696,700	\$641
038 E023001	15	PLEASANT ST	7-19 PLEASANT STREET LLC		\$811,000	\$746
038 B001007	1	PORTLAND SQ	PS ONE REALTY LLC		\$13,309,300	\$12,245
038 B001001	1	PORTLAND SQ	NORTH RIVER IV LLC		\$15,876,300	\$14,606
038 B002001	2	PORTLAND SQ	NORTH RIVER IV LLC		\$26,677,900	\$24,544
027 A014001	7	PREBLE ST	5 MONUMENT SQUARE LLC		\$57,050	\$52
037 F007001	24	PREBLE ST	24 PREBLE STREET PROPERTIES LLC		\$1,325,500	\$1,219
037 F023001	22	PREBLE ST	477-481 CONGRESS STREET	HOLDINGS LLC	\$2,153,900	\$1,982
037 F005001	28	PREBLE ST	EARL APARTMENTS LLC		\$2,442,400	\$2,247
037 C004001	0	SHEPLEY ST	OCEAN GATE LLC		\$204,630	\$188
037 C001001	0	SHEPLEY ST	OCEAN GATE LLC		\$322,700	\$297

PARCEL ID	ST. NO.	STREET	OWNER	OWNER CONT.	TAXABLE VALUE	ASSESSMENT
037 B015001	11	SHEPLEY ST	11 SHEPLEY STREET	ASSOCIATES LLC	\$1,669,800	\$1,536
029 O001037	99	SILVER ST	KINSMAN JESSICA A		\$91,100	\$84
029 O001047	99	SILVER ST	MANCHESTER CATHLEEN A &	KATIE J MANCHESTER JTS	\$91,900	\$85
029 O001212	99	SILVER ST	SILVER VICTORIA J		\$96,100	\$88
029 O001049	99	SILVER ST	DEVINE DEREK		\$97,500	\$90
029 O001036	99	SILVER ST	HAAG DARYA I		\$99,100	\$91
029 O001801	99	SILVER ST	CHANDLER BENJAMIN P		\$100,000	\$92
029 O001802	99	SILVER ST	JOHNSON BEN A		\$100,000	\$92
029 O001038	99	SILVER ST	ZURKAN WILLIAM K		\$100,300	\$92
029 O001211	99	SILVER ST	GINTER DAVID R		\$101,600	\$93
029 O001048	99	SILVER ST	PEEL BRUCE H		\$102,700	\$94
029 O001210	99	SILVER ST	LINCOLN STREET PROPERTIES LLC		\$105,500	\$97
029 O001213	99	SILVER ST	PROSSER JAMES G		\$105,600	\$97
029 O001025	99	SILVER ST	LINCOLN STREET PROPERTIES LLC		\$106,800	\$98
029 O001021	99	SILVER ST	THOMS DEBORAH L		\$109,300	\$101
029 O001026	99	SILVER ST	FISCHER CHRISTOPHER E		\$110,000	\$101
029 O001012	99	SILVER ST	TOZESKI DAVID P		\$111,800	\$103
029 O001039	99	SILVER ST	LEDUC SANDRA J & SOREL &	KENNETH J JTS	\$112,600	\$104
029 O001024	99	SILVER ST	ARNDT CHANNING P		\$114,700	\$106
029 O001310	99	SILVER ST	HEALY ROBERT E &	CATHERINE B HEALY JTS	\$115,100	\$106
029 O001011	99	SILVER ST	ARENSBERG LEE C TRUSTEE		\$120,400	\$111
029 O001013	99	SILVER ST	HOLSTEIN ERIC B &	CLAIRE S WASSERMAN JTS	\$121,100	\$111
029 O001031	99	SILVER ST	CAB HOLDINGS LLC		\$123,800	\$114
029 O001410	99	SILVER ST	SMITH GARY R		\$124,000	\$114
029 O001032	99	SILVER ST	BOROWSKI ROBERT B		\$125,500	\$115
029 O001033	99	SILVER ST	MURPHY KAREN &	JOHN MAKEY JTS	\$125,500	\$115
029 O001034	99	SILVER ST	BERG HENRY T TRUSTEE		\$125,500	\$115
029 O001035	99	SILVER ST	DODERER WILLIAM K		\$125,500	\$115
029 O001045	99	SILVER ST	DG CONDO 4 LLC		\$125,500	\$115
029 O001046	99	SILVER ST	VAN PEURSEM CORINNE M		\$125,500	\$115
029 O001044	99	SILVER ST	LITTLEJOHN CLIFTON T		\$126,900	\$117
029 O001029	99	SILVER ST	COUSINS DAVID A		\$127,900	\$118
029 O001041	99	SILVER ST	LINCOLN STREET PROPERTIES LLC		\$129,100	\$119
029 O001042	99	SILVER ST	KINGRA MICHAEL R &	KATHERINE D SZUM JTS	\$129,100	\$119
029 O001028	99	SILVER ST	GOODMAN ISAAC D &	VALERIE G DOYLE JTS	\$130,500	\$120
029 O001043	99	SILVER ST	BHANDARI AMEESH M &	PHYLIS BHANDARI JTS	\$138,400	\$127
029 O001023	99	SILVER ST	JENKINS COLBY LAWRENCE		\$140,200	\$129
029 O001501	99	SILVER ST	KATZ JAMES &	CHARLOTTE KASSAB JTS	\$389,600	\$358
029 O001502	99	SILVER ST	PEAK 5 EQUITIES LLC		\$406,200	\$374
029 B001001	37	SILVER ST	WITT-T LLC		\$520,400	\$479
029 B003001	25	SILVER ST	PORTLAND REGENCY INC		\$600,550	\$553
039 E010001	88	SPRING ST	LAFAYETTE PORTLAND LLC		\$17,438,200	\$16,043
055 E037001	190	STATE ST	HUCKSTER'S ROW PROPERTIES LLC		\$676,800	\$623
055 E039001	188	STATE ST	LONGFELLOW SQUARE	PARTNERS LLC	\$1,165,700	\$1,072
032 H005002	1	TEMPLE ST	11 TEMPLE MHR LLC		\$2,590,200	\$2,383
032 I039001	40	UNION ST	CENTRAL MAINE POWER CO		\$1,289,200	\$1,186
032 V012001	1	UNION ST	237 COMMERCIAL STREET LLC		\$1,717,000	\$1,580
031 L135001	1	UNION WHARF	PROPRIETORS OF UNION WHARF		\$1,351,100	\$1,243
032 V016001	34	WHARF ST	GVF PROPERTIES LLC		\$369,600	\$340
032 V015001	42	WHARF ST	DEERING AVE ASSOCIATES INC &	WHARF PROPERTY LLC	\$381,200	\$351
032 V014001	50	WHARF ST	DEERING AVE ASSOCIATES INC &	WHARF PROPERTY LLC	\$802,600	\$738
040 E001001	40	YORK ST	BROWN J B & SONS		\$667,900	\$614
040 F011001	14	YORK ST	BROWN J B & SONS		\$2,264,000	\$2,083
					\$340	\$0
TOTAL:					\$831,437,660	\$764,923

MASTER AGREEMENT
BETWEEN THE CITY OF
PORTLAND AND
DOWNTOWN IMPROVEMENT DISTRICT,
INC.
D/b/a PORTLAND DOWNTOWN

AGREEMENT made by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, hereinafter referred to as the "**CITY**" and **DOWNTOWN IMPROVEMENT DISTRICT, INC.**, d/b/a **PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine, hereinafter referred to as the "**CORPORATION**".

WHEREAS, the **CITY** has established a Downtown Improvement District; and

WHEREAS, the **CITY** desires to have certain services performed by the **CORPORATION**, as described in this Agreement, within the **CITY's** Downtown Improvement District (hereinafter referred to as the "**District**"; and

WHEREAS, the **CITY** desires to contract with the **CORPORATION** for the provision of certain services to be provided in the District;

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. FINANCIAL CONSIDERATIONS

1. The **CITY** will levy development district assessments on property in the District, as authorized by the City Council and permitted by law. **CITY**-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the **CITY**.
2. For the period commencing July 1, 2017 and ending June 30, 2018 the City will pay the **CORPORATION** in monthly installments, to reflect the assessments collected by the City, less the **CITY**'s direct and indirect costs, such as, but not limited to, postage, publication, lien costs and costs of delinquent collection. Installment payments will be made on the 1st of each month beginning July 2017 through and including June 1, 2018.
3. The **CITY** may adjust such payments, after an advisory consultation with representatives of the **CORPORATION** either: (i) in order to equal the net assessments collected; or (ii) in the event of any challenge to the assessments which includes a request for a refund, to withhold such amounts as the Director of Finance may deem necessary to protect the City from any order or judgment requiring it to make a refund.

In addition to the foregoing, the **CITY** will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by **CITY** shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Master Agreement or Supplemental Services Agreement with the **CITY**. **CITY** will provide the **CORPORATION** with written detail as to any deductions taken from payments under this paragraph.

4. Advancements made hereunder shall be reimbursed to the **CITY** from receipts from development district assessments, net of any of the costs referred to in Paragraph 2.
5. Notwithstanding the foregoing, **CORPORATION** agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur

expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit A, or any subsequent amendments thereto approved by the **CITY**.

6. The **CITY** and the **CORPORATION** have accepted the **CORPORATION's** budget in Exhibit A, covering the period beginning on July 1, 2017, and ending on June 30, 2018, with estimated District revenues from the assessments in the amount of \$764,922.
7. The parties agree that the acceptance of the budget by the **CITY** is for planning purposes only and does not obligate the **CITY** to pay the **CORPORATION** said amounts. **CORPORATION** specifically acknowledges the **CITY's** right to either terminate or reduce its payments as provided in Paragraph 2.
8. The **CORPORATION** will provide the Director of Finance with an annual certified financial statement in a form acceptable to him, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
9. The Director of Finance of the City of Portland will advise the **CORPORATION**, from month to month, of the amounts the **CITY** has collected from the assessments referred to herein, so that the **CORPORATION** can amend its budget to conform with the amount of money which may be available to it from the net proceeds of the development district assessments.
10. The **CITY** will maintain the level of "Basic Services" described in the memorandum which is attached hereto as Exhibit B.
11. The **CORPORATION** shall have reasonable access to the **CITY's** assessment collection records, and the **CITY** shall have reasonable access to the **CORPORATION's** books and records.

12. The Director of Finance shall determine the net amount collected by the City from development district assessments. In determining such amount, he shall deduct from the amounts so collected all costs (whether direct or indirect) incurred by the **CITY** both in establishing and also in administering the development district; all costs of assessments and collections; and, if the **CITY** should collect interest on delinquent assessments, such interest shall not be included in the "net amount collected".
13. The Director of Finance shall determine the "net amount collected from development district assessments" as well as the amount to be withheld by the **CITY** in the event of a challenge which includes a request for a refund. The **CORPORATION** may appeal his determination within fourteen (14) days to the **CITY** Manager whose decision will be final.

ARTICLE II. SERVICES

A. ORGANIZATION OF CORPORATION.

The **CORPORATION** will:

1. Provide staff and administrative services for supervision of the daily activities and public space management of the District.
2. Establish positions for administration and management of the program; recruit, hire, and pay and otherwise supervise the work force necessary to implement this charge.
3. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
4. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between the **CORPORATION** and persons subject to development district assessments regarding the

kind and level of services provided by the **CORPORATION**.

5. Provide liaison between the **CITY**, the District, property owners, civic groups, interested persons, and other groups and individuals, as directed by the **CITY** Manager and necessary to insure the successful implementation of District services.

6. Maintain all minutes and records of proceedings as may be required.

B. SERVICES AUTHORIZED TO BE PROVIDED BY CORPORATION.

The **CORPORATION** is authorized to provide the following services to supplement the **CITY's** "Basic Services" as described in Exhibit B.

1. Decorate and beautify public places in the District.

2. Sponsor and promote public events to take place on or in public places in the District.

3. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.

4. Maintain information and directional signing for the District in accordance with applicable City codes and ordinances.

5. Improve public relations, generating favorable publicity for, and enhancing economic growth in, the District.

6. Manage vending activities, kiosks and information booths.

7. Sweep and clean sidewalks in the District.

8. Clean and erase graffiti.

9. Maintain vegetation and greenery in the public areas.

10. Remove trash and litter.

11. Wash, maintain and relocate street furniture, trash cans, drinking fountains, street lanterns, telephones and undertake minor repairs to street furniture.

12. Remove snow.

13. Provide for security of public areas.

14. Carry out the downtown improvement program authorized and approved by the **CITY** Council as set forth in this Agreement.

C. AUTHORITY OF CORPORATION.

Nothing in this Agreement shall be construed to limit the **CORPORATION's** general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE III. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2017, and continue through, June 30, 2018.

ARTICLE IV. TERMINATION

This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the **CITY** at such time as the **CORPORATION's** performance under this Agreement has been determined in the exclusive judgment of the **CITY** Manager to be unsatisfactory which determination shall not be unreasonable.

If the **CORPORATION** should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the **CITY** Manager specifying such failure, then, upon expiration of the thirty (30) day period, the **CITY** Manager may provide the **CORPORATION** with notice of his intention to terminate the Agreement as provided herein.

The **CORPORATION** shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the **CITY** Manager should determine, at the expiration of the ninety (90) day period, that the **CORPORATION's** performance is still unsatisfactory and declare that the Agreement is terminated, the **CORPORATION** shall have the right to appeal his decision to the City Council.

The appeal to the **CITY** Council shall be filed with the **CITY** Manager within seven (7) business days from the date the **CORPORATION** receives the notice of termination.

The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the **CITY** Council has acted on the appeal.

The **CORPORATION** shall be deemed to have good cause to terminate this Agreement if (i) the **CITY**, pursuant to the provisions of Article I, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from July 1, 2017 to December 31, 2017, and January 1, 2018 to June 30, 2018; (ii) if the **CITY** should be more than 30 days in arrears in any payment due hereunder; or (iii) the **CITY** should fail to maintain "Basic Services", as that phrase is defined herein, in a material and substantial way.

In the event the **CORPORATION** should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.

Nothing herein shall be construed as giving the **CORPORATION** the right to perform the work contemplated under this Agreement beyond the time when the **CORPORATION's** services become unsatisfactory as determined by the **CITY** Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the **CITY** Council has affirmed the **CITY** Manager's decision. In case the **CORPORATION** should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of the **CORPORATION** to fulfill its obligations under this Agreement,

the **CORPORATION** shall be reimbursed for all services satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, the **CORPORATION** shall:

A. With respect to existing activities, take only such actions as the **CITY** Manager shall direct;

B. Assign to the **CITY** in the manner, at the times and only to the extent the **CITY**, acting by and through its **CITY** Manager, may direct it to do so, all the rights, title and interest of the **CORPORATION** in and to all existing orders and agreements.

C. To the extent rights, title and interests of the **CORPORATION** in and to existing orders and agreements may be assigned to the **CITY** and accepted by it; obligations incurred on or after such assignment will be assumed by the **CITY**. Otherwise, the **CORPORATION** shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.

D. Deliver to the **CITY**, in the manner, at the times and to the extent directed by the **CITY** Manager, all documents and data produced by the **CORPORATION** as part of or in connection with the work.

ARTICLE V. ASSIGNMENT

The **CORPORATION** covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the **CITY**.

ARTICLE VI. AREA COVERED

The services will be provided by the **CORPORATION** in the area designated by the **CITY** Council as the Downtown Improvement District of the **CITY** (hereinafter the "District"). A description and map thereof are attached as Exhibits C and D respectively and incorporated herein.

ARTICLE VII. STANDARD OF PERFORMANCE

All services performed under this Agreement either by or on behalf of the **CORPORATION** shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the **CITY** Manager. All Basic Services performed by or on behalf of the City pursuant to Exhibit B shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the Portland Downtown Board of Directors.

ARTICLE VIII. MANAGEMENT OF PERFORMANCE

The **CITY's** Director of Public Works and/or designee and the **CORPORATION'S** Executive Director and/or designee agree to meet and communicate on a monthly basis using a standard meeting agenda format to address regular topic reviews, including but not limited to quality control in service delivery, updated information on service activities, programs and projects. These services are detailed in this Agreement, its Exhibits, and also in the Supplemental Services Agreement executed contemporaneously with this Master Agreement - and its Exhibit(s).

ARTICLE IX. COMPLIANCE WITH LAW

The **CORPORATION** will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. The **CORPORATION** shall include a similar provision in each of its subcontracts.

ARTICLE X. INDEMNIFICATION

The **CORPORATION** shall, at its own cost and expense, defend, indemnify, and hold harmless the **CITY**, its officers, agents, and employees, from and against the following:

(a) to the fullest extent permitted by law, the **CORPORATION** shall indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement,

provided that any such claims, damage, loss or expense is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of the **CORPORATION**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

(b) all claims and liens of the **CORPORATION's** consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.

ARTICLE XI. INSURANCE

Neither the **CORPORATION** nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the **CITY**.

Prior to the execution of this Agreement, the **CORPORATION** will procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, the **CONTRACTOR** shall name the **CITY** as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. Prior to execution of this Agreement, the **CORPORATION** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination

of insurance from the insurance provider or agent. CORPORATION shall also provide a copy of any endorsement naming the CITY as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONTRACTOR shall provide CITY with a complete copy of any of the above-referenced policies. CONTRACTOR shall be responsible for any and all deductibles and/or self-insured retentions.

ARTICLE XII. INDEPENDENT CONTRACTOR

The CORPORATION either has or will secure, at its own expense, all personnel, materials, and equipment required to perform its obligation under this Agreement. Its personnel shall neither include any employee of the CITY nor shall such personnel be deemed to have any contractual relationship with the CITY by virtue of this Agreement. This Agreement does not prohibit either the CORPORATION or the CITY from entering into any contractual relationship. The CORPORATION, agreeing expressly that its status is that of an independent contractor, further, agrees that no such personnel shall represent or hold himself or herself out to be an officer or employee of the CITY either by reason of this Agreement or by reason of his/her employment by the CORPORATION or its subcontractors.

ARTICLE XIII. SUBCONTRACTS

The CORPORATION may, after thirty (30) days' notice in advance to the CITY Manager of its intention to do so, and with his approval, which shall not be unreasonably withheld, subcontract with third parties for the provision of part or all of the public services, including, but not limited to, security services, trash and litter removal, and snow removal, under this Agreement. The CORPORATION shall provide the CITY with copies of any third party contracts and with any insurance certificates required under this Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of June, 2017.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS

DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN

By: _____
Kim Volk
Its Board Chairman

Approved as to Form: _____ (Corporation Counsel)

Approved as to Funds: _____ (Finance Department)

PORTLAND DOWNTOWN DRAFT BUDGET FY17-18

Income

ASSESSMENT INCOME	\$	764,922
EVENT INCOME		
LIGHT UP YOUR HOLIDAYS		
TREE LIGHTING SPONSORSHIPS	\$	10,000
WINDOW DISPLAY CONTEST	\$	1,000
HORSE + WAGON RIDE SPONSORSHIPS	\$	8,000
MERRY MADNESS TICKET SALES	\$	15,000
MERRY MADNESS SPONSORSHIP	\$	7,500
Total LIGHT UP YOUR HOLIDAYS	\$	41,500
POLICE AWARDS BANQUET	\$	5,000
DOWNTOWN WORKER APPRECIATION DAY	\$	2,000
SUMMER KICK OFF WEEKEND		
SQUARE HOP SPONSORSHIP	\$	2,000
OPF SPONSORSHIPS	\$	5,000
OPF INCOME	\$	60,000
Total SUMMER KICK OFF WEEKEND	\$	65,000
Total EVENT INCOME	\$	113,500
MARKETING/ADVERTISING INCOME (PPH Contract)	\$	5,000
GRANT INCOME	\$	5,000
CONTRIBUTIONS INCOME	\$	1,000
P&W INCOME	\$	1,000
Total Income	\$	889,422

Expense

SUPPLEMENTAL SERVICES CONTRACT	\$	358,760
EMPLOYEE COSTS		
SALARIES AND WAGES	\$	202,660
BONUS & INCENTIVES	\$	8,000
HEALTH & DENTAL	\$	25,000
LIFE & DISABILITY INSURANCE	\$	3,300
PAYROLL PROCESSING FEE	\$	1,000
PAYROLL TAX EXPENSE	\$	16,000
EMPLOYEE PARKING & BUS	\$	4,800
SIMPLE PLAN	\$	3,500
Total EMPLOYEE COSTS	\$	264,260
PROGRAMS & PARTNERSHIPS		
WINTER LIGHTS/PANDORA LACASSE	\$	41,500
TOURISM INFORMATION/VIB	\$	10,000
POLICE CADET PROGRAM EXPENSE	\$	20,000
LEARNING WORKS	\$	12,000
HOMETEAM	\$	5,000
Total PROGRAMS & PARTNERSHIPS	\$	88,500
RENT & UTILITIES		
RENT	\$	19,500
CAM CHARGES	\$	9,900
TAXES- PERSONAL PROPERTY	\$	900
ELECTRIC	\$	1,600
GAS	\$	1,500
TELEPHONE & INTERNET	\$	3,500
Total RENT & UTILITIES	\$	36,900

OPERATIONS

BANK SERVICE CHARGES	\$	100
CLEANING	\$	3,500
COPIER	\$	2,500
IT SUPPORT	\$	800
DUES AND SUBS	\$	3,500
EQUIPMENT EXPENSE	\$	500
POSTAGE	\$	4,000
SUPPLIES	\$	3,500
WEBSITE HOSTING + DEVELOPMENT	\$	1,600

Total OPERATIONS	\$	20,000
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MARKETING

GENERAL MARKETING	\$	15,000
SPONSORSHIPS/PARTNERSHIPS	\$	4,000

Total MARKETING	\$	19,000
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INSURANCE

DIRECTORS & OFFICERS	\$	600
GENERAL/EVENTS/LIQUOR	\$	7,900
WORKERS COMPENSATION	\$	1,100

Total INSURANCE	\$	9,600
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PROFESSIONAL FEES

ACCOUNTING	\$	5,000
COMPUTERS	-	
LEGAL	\$	1,000

Total PROFESSIONAL FEES	\$	6,000
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ORGANIZATIONAL ACTIVITIES

ANNUAL STAKEHOLDER + VOLUNTEER APPRECIATION	\$	1,750
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BOARD/COMMITTEE MEETINGS	\$	1,500
CONFERENCES/PROF DEV	\$	6,000
Total ORGANIZATIONAL ACTIVITIES	\$	<u>9,250</u>
EVENTS		
LIGHT UP YOUR HOLIDAYS		
LUYH GENERAL MARKETING	\$	1,200
TREE LIGHTING: MARKETING	\$	5,000
TREE LIGHTING: PERFORMERS	\$	4,000
TREE LIGHTING: SECURITY	\$	1,200
TREE LIGHTING: STAGE	\$	2,000
TREE LIGHTING EVENT MANAGEMENT	\$	1,000
RETAIL EVENTS	\$	1,000
WAGON RIDES	\$	7,200
MERRY MADNESS		
MARKETING	\$	2,500
EVENT	\$	13,000
EVENT MANAGEMENT	\$	750
TOY FUND DONATION	\$	1,250
Total LIGHT UP YOUR HOLIDAYS	\$	<u>36,900</u>
POLICE AWARDS BREAKFAST	\$	4,500
DOWNTOWN WORKER APPRECIATION DAY	\$	1,800
SUMMER KICK OFF WEEKEND		
SQUARE HOP ENTERTAINMENT	\$	2,000
SQUARE HOP MARKETING	\$	1,000
OPF MARKETING	\$	5,000
OPF PERMITS	\$	10,000
OPF SECURITY	\$	3,000

OPF ELECTRICIAN	\$	7,000
OPF EVENTS MANAGER	\$	5,000
OPF MISC (golf carts, etc)	\$	2,000
Total SUMMER KICK OFF WEEKEND	\$	32,000
TOTAL EVENTS	\$	75,200
PARK AND WORK	\$	1,000
TOTAL EXPENSE	\$	888,470
NET INCOME (LOSS)	\$	952

EXHIBIT B TO MASTER AGREEMENT
(BASELINE SERVICES)

**MEMORANDUM RELATED TO THE
PROVISION OF CERTAIN SERVICES
BY THE CITY OF PORTLAND**

(July 1, 2017 - June 30, 2018)

This Memorandum relating to the provision of certain services attempts to define the baseline of City services agreed to be provided by the City to the area defined and designated as the Downtown Improvement District as passed by the City Council on March 16, 1992 (Council Order #306, as amended on February 22, 1995, by Council Order #185). This Memorandum is not binding upon the current City Council or any future City Council, but rather is a definition of the City's intent and good faith to provide services to the Downtown Improvement District zone.

It is generally understood that the City shall not reduce any of these usual and normal baseline services, thus requiring the same services to be provided by the Downtown Improvement District, Inc. (d/b/a Portland Downtown (PD) or its successors, unless these reductions are part of an overall reduction of City services provided by various departments to the City as a whole.

MAINTENANCE SERVICES.

Whereas it is the intention of any downtown improvement district maintenance program to complement existing City services currently provided with a supplementary program of cleaning and/or maintenance, the following information shall comprise the baseline of City services to be provided at City expense. Unless otherwise noted, services to be provided by the City shall apply only to the area(s) considered part of the public way.

1) **Horticultural Program.**

In all public areas within the downtown improvement district zone, the City's Parks and Recreation Department will maintain and improve the condition of all flower urns and other flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activity shall include the initial planting, timely and appropriate maintenance,

preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees. Specific areas of attention will include Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, and any other public park, square or space which may be developed in the future.

2) Green Space Maintenance.

The City shall execute a green space maintenance program including mowing of all public grassed areas within the District.

3) Downtown Blitz.

Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trashcans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

4) Sidewalk Repair.

To the extent it is funded, the City will undertake an on-going sidewalk repair program to re-grout existing sidewalks and replace bituminous sidewalk repairs with permanent repairs.

5) Street Sweeping.

All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line once per week.

6) Trash Removal.

Daily and when necessary emptying of all public trash receptacles in the downtown improvement district zone and disposal of resulting waste.

7) Holiday Decorations.

Installation and removal of downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles and common area trees such as Tommy's Park, and banners as agreed by the City and PDD, and provide for electrical energy related costs.

8) Snow Plowing.

The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

9) Streetscape Amenity Maintenance.

The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trashcans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that are now or at some point in the future may be installed. All repairs, etc. will take place within a reasonable time after notice of need.

10) Lighting.

Maintenance and replacement of all street lights and traffic signals and payment for necessary electrical energy.

11) Graffiti removal on public property.

12) Prioritization

PD shall have the opportunity to participate with City staff from the Department of Public Works in the prioritization of all proposed capital improvement projects within the District including, but not limited to, tree well reconstruction and sidewalk repairs. PD officials recognize that City staff also work closely with the City Manager's office and the City Council for project priorities.

POLICE SERVICES.

- 1) A minimum of four uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
- 2) As long as the Senior Lead Officer Program is in effect, at least one Senior Lead Officer will be assigned to the Downtown Improvement District area.
- 3) From the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels. Every effort will be made to assign two officers during those hours that retail shops are open.

OTHER MUNICIPAL SERVICES.

Whereas it is the intention of any downtown improvement district program to complement existing City services currently provided by departments or divisions, other than those described above, with supplemental services, the following information shall comprise the baseline of other City services to be provided at City expense.

- 1) Coordination of the use of downtown's public spaces within the District.
- 2) Coordination and staffing City services required for events occurring in downtown Portland.
- 3) As previously existing events, the City will provide necessary services to support the annual Tree Lighting Ceremony and the annual one-day Old Port Festival within the boundaries established by City Council order #168-21/13; to wit: the area bordered by Congress, Pearl, Commercial, Center, Union and Temple Streets and including both sidewalks of Commercial Street with no costs charged to the PDD for these events.

Description of Portland's Downtown District

Beginning at Longfellow Square, at the southwesterly corner of Congress Street and State Street, easterly along Congress Street to High Street;

Thence northwesterly along High Street to Deering Street;

Thence along the easterly side of High Street to Cumberland Avenue;

Thence along the southerly side of Cumberland Avenue, beginning at High Street, to the Franklin Street Arterial:

Thence along the westerly side of the Franklin Street Arterial to Congress Street; and

Thence along the westerly side of Congress Street to Myrtle Street;

Thence along the westerly side of Market Street to the southerly side of Newbury Street;

Thence easterly along Newbury Street to the westerly side of the Franklin Street Arterial;

Thence along the westerly side of the Franklin Street Arterial to the southerly side of Commercial Street; thence along Commercial Street to the easterly side of Cross Street;

Thence along the northerly side of Commercial Street to Maple Street;

Thence along the easterly side of Maple Street from Commercial Street to the southerly side of Danforth Street;

Thence along the southerly side of Danforth Street in an easterly direction to York Street;

Thence northeasterly to the intersection of Center Street, York Street, and Pleasant Street;

Thence westerly along Pleasant Street from its intersection with Center Street to a passage way, situated at number 15 Pleasant Street according to the street numbering plan as shown on Chart 38, Block E, Lot 23 of the Assessor's Maps on file at Portland City Hall; and

Thence along the easterly side of South Street from number 13 South Street according to the street numbering plan as shown on Chart 38, Block E, Lot 10 of the Assessor's Maps on file at Portland City Hall, to the northerly side of Spring Street;

Thence along the northerly side of Spring Street in a westerly direction to Oak Street;

Thence along the westerly side of Oak Street to its intersection with Pleasant Street;

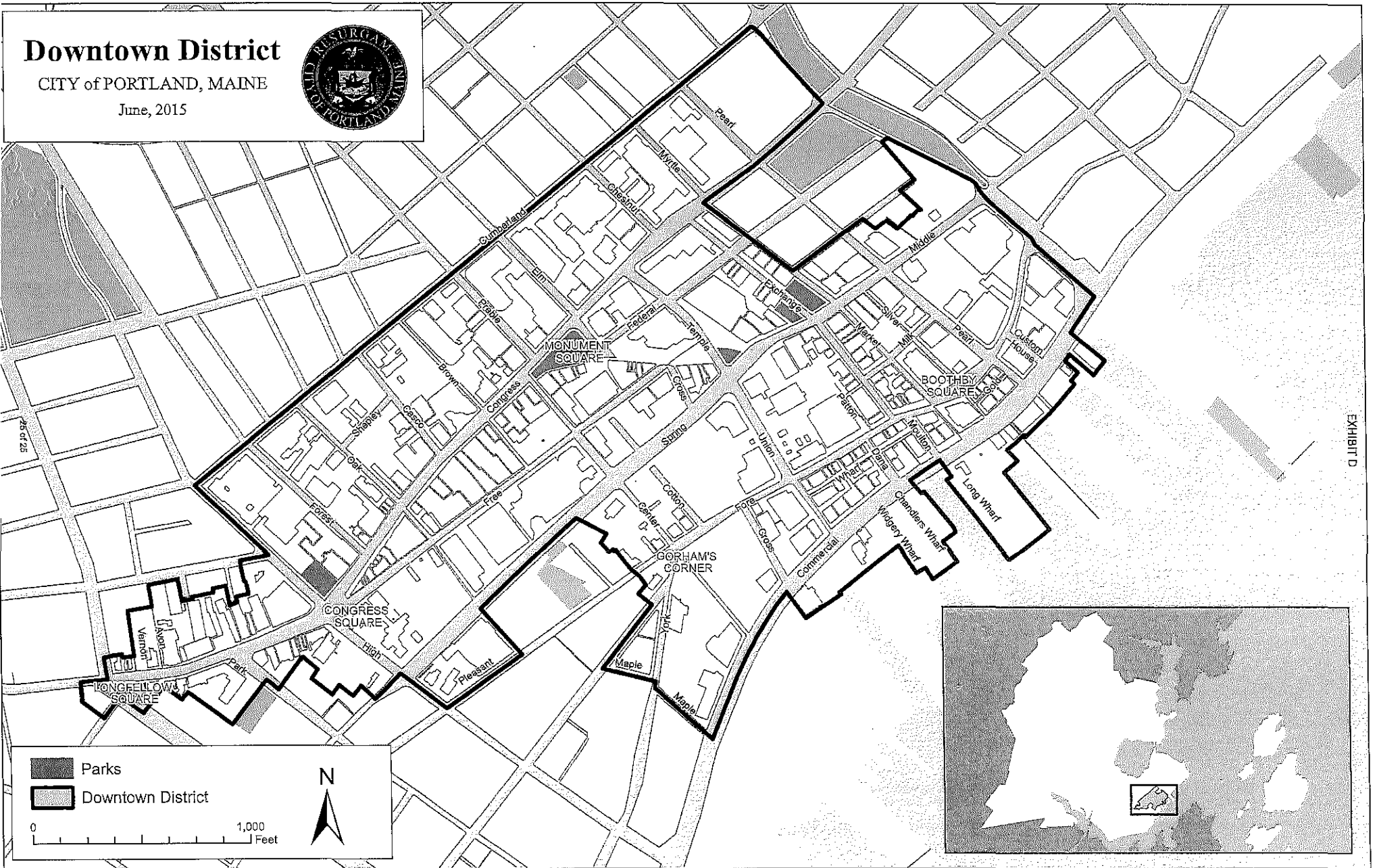
Thence along Pleasant Street in a westerly direction to the easterly side of High Street; and

Thence along the northerly side of High Street to its intersection with Congress Street.

Downtown District

CITY of PORTLAND, MAINE

June, 2015



SUPPLEMENTAL SERVICES AGREEMENT BETWEEN
DOWNTOWN IMPROVEMENT DISTRICT, INC. d/b/a
PORTLAND DOWNTOWN

AND

CITY OF PORTLAND

AGREEMENT made this ____ day of June, 2017, by and between the City of Portland, a municipal corporation duly organized under the laws of the State of Maine, with an address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "City") and Downtown Improvement District, Inc., d/b/a Portland Downtown, a Maine non-profit corporation, having its office and place of business at 549 Congress Street, Portland, Maine 04101 (hereinafter the "PD").

W.I.T.N.E.S.S.E.T.H.

WHEREAS, the City and PD entered into a Master Agreement of even date establishing mutual rights and responsibilities for the provision of services in the Downtown Improvement District (hereinafter the "District"); and

WHEREAS, said Master Agreement established the Baseline Services to be provided by City in the District; and

WHEREAS, PD wishes to contract with the City to have the City provide, on a flexible basis depending upon funds available, Supplemental Maintenance Services in addition to those in the Master Agreement;

NOW THEREFORE, the parties do hereby agree as follows:

1. Supplemental Services: The **City** shall provide the following Personnel and Services (hereinafter the "Supplemental Services") in the District in addition to the Baseline Services provided in the Master Agreement:

1.1. Personnel:

One PD Steward		
One Public Services Supervisor	Days	52 Weeks
Three Maintenance Worker	Days	52 Weeks
Two Laborers	Days	Seasonal

- 1.2. Persons providing Supplemental Services hereunder shall be assigned by the **City** after providing reasonable opportunity to **PD** for requests for service. Such persons are not required to be employees of the **City**. Such persons shall not, however, be considered to be employees of **PD** and **PD** is not intended, nor shall it be deemed to be, a joint employer with **City**. As between the **City** and **PD**, **City** shall be responsible for all aspects of employment for all persons supplied by **City** pursuant to this Agreement, including compensation, liability and workers compensation coverage, employment taxes and any applicable fees.

1.3 Services to be provided are:

- *Transportation and set-up of materials and equipment for planned special events activities of **PD** (with proper notification to coordinator) for a minimum of five events per fiscal year.
- *Litter patrol, collection and disposal on streets, sidewalks, tree wells and public areas within the District.
- *Graffiti removal from City property within 5 days of notification.
- *Removal of posters (at a minimum of monthly).

- *Check Condition, catalogue, and if necessary, paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items: benches, trash/recycling receptacles, light pole bases, planters.
- *Sidewalks will be swept on a daily basis, weather and season permitting.
- *Cleaning, weeding, and maintenance of tree wells at a minimum of once per month.
- *Weed control in support of other city departments performing 'basic services'
- *Snow clearance at crosswalks and from sidewalks during curb to curb snow removal
- *Installation of Holiday decoration in the District as agreed with PD, in addition to those described in the Baseline Services provided in the Master Agreement, including electrical energy costs
- *Maintenance and cleaning of Visitor's Booth and (In) Tommy's Park at least once per month during season (May-October)
- *Clean and maintain the bathrooms, located in the Fore Street Garage and Spring Street Garage buildings, when the bathrooms are open to the public, cleaning to occur no later than 10am on days the bathrooms are open to the public.

1.3.1. PD Sidewalk Snow Plowing Program. All property owners in the District assessment area are responsible for maintaining their sidewalks in the winter pursuant to Portland City Code §§25-173(C) and 25-174(C), including snow removal from their property line to the street gutter and ice control.

1.3.2. Following a snow storm, the **City** will provide a clear walkway no less than the width of a Holder's capability. To the extent reasonable, the **City** will clear the sidewalk area but it is not the intent of the parties that the **City** will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions

are so severe that the area cannot be plowed due to equipment capability, the **City**, in its discretion, may choose to delay, clearing of the sidewalks, but must complete the work within 24 hours of the storm being complete.

- 1.3.3. Management of Supplemental Services. The **City's** Public Works Director and/or Designee and PD's Executive Director and/or Designee (Downtown Experience Liaison) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations; providing updated information on service activities, programs and projects. The Public Works Department will provide a staff contact to PD for direct communications, which is identified as the Districting Supervisor and PD Supervisor. A point of contact for PD officials is the PD Supervisor and District Coordinator. Conversely, Department of Public Works looks to the PD Executive Director or designee as the **City's** point of contact on all issues involving PD matters. A complete work plan and list of Services provided under this FY2018 agreement is provided in Exhibit A hereto.

2. Term: The term of this Agreement is from July 1, 2017 through June 30, 2018.

3. Budget and Payment: In consideration for these Supplemental Services, **PD** agrees to pay the **City**, in equal monthly installments, for all Supplemental Services provided hereunder the total sum of \$358,761 for FY2018. The **City** shall bill and **PD** shall pay the **City** beginning July 1, 2017, a monthly payment of \$29,897.

- 3.1. In the event **PD** requests services from **City** in addition to those included herein, **City** shall have the option, in its sole discretion to provide such services, with payment to be made by **PD** for any such services on a Time and Materials basis, or such other basis as the parties may

agree in writing. "Time" as used herein shall mean all of the **City's** employee costs, i.e. hourly wages or salary. "Materials" as used herein shall mean the actual cost to the **City** of equipment, materials and/or supplies provided or used, with no additional markup.

4. Modifications: It is understood and agreed by the parties that **City** has adopted an expenditure budget which includes the cost of these Supplemental Services and has adopted a revenue budget which provides for the reimbursement of such costs by **PD** as provided hereunder. In the event that either **PD** or the **City** anticipates that there will be insufficient revenues to pay for such Supplemental Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Services which the **City** is able to provide. It shall be the responsibility of **PD** to notify **City** as soon as reasonably possible if such Supplemental Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the **City** will have no obligation to provide Services in excess of **PD** funds available to reimburse **City**; however, **City** will have the right, but not the obligation, to continue to provide Supplemental Services to the extent provided in the **City** budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under Section 3 above.

- 4.1. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- 4.2. In the event Supplemental Services are terminated for any reason by either party, it shall be in **City's** discretion as to whether it will continue or resume providing such Supplemental Services.
- 4.3. **PD** agrees to give the City Manager or the Manager's designee advance written notice of any formal meeting of its Directors or Officers at which modification of the current year

Supplemental Services budget is to be discussed or considered, and to permit the attendance of **City** representative at such meeting. **City** and **PD** agree to provide copies of draft budgets for the upcoming fiscal year reasonably in advance of any final decision by **PD** or the **City** as to said budget, and the parties agree to meet and confer in regard to such budgets.

5. **City's** representative in regard to provision of Supplemental Services hereunder is the City Manager or the Manager's designee.

IN WITNESS WHEREOF, the **City** and **PD** have signed this Agreement through their authorized representatives as of the day and date above written.

Witness: City of Portland

By: Jon P. Jennings
Its City Manager

Witness: Downtown Improvement District
d/b/a Portland Downtown

By: Kim Volk
Its Board Chair

Approved as to Form: _____
(Corporation Counsel)

Approved as to Funds: _____
(Finance Department)

EXHIBIT A
to Supplemental Services Agreement
(Supplemental Services Work Plan and Event
Support for FY2018)

MEMORANDUM RELATED TO THE
SUPPLEMENTAL SERVICES AGREEMENT (SSA) BETWEEN
THE DOWNTOWN IMPROVEMENT DISTRICT dba
PORTLAND'S DOWNTOWN DISTRICT (PD)
AND
THE CITY OF PORTLAND (City)

(July 1, 2017 - June 30, 2018)

This memorandum is a good faith attempt to define certain services, programs and events, and to achieve an improved level of satisfaction for both the **City** and **PD**. It is generally understood that the City's Baseline Services, as articulated in Exhibit B of the Master Agreement, do not overlap or replace the services and programs incorporated in the SSA.

Also, listed are the specific special events produced by **PD** for the benefit of the **City** and its property owners, residents, businesses and visitors, during the contract period.

The ongoing relationship between **PD** and the **City** has evolved, along with the needs and expectations of both parties. The goal of this document is to improve coordination, establish priorities, clarify services and responsibilities, and list events covered under the terms and conditions of the SSA. The result will be to produce a more proactive, performance-based approach to the maintenance, cleanliness and overall attractiveness of downtown Portland.

1. FY 2018 City Personnel Work Plan

The City personnel assigned to perform services under the Supplemental Services Agreement are expressed in the FY2018 Portland Public Works Budget detail. For the current period of July 1, 2017 through June 30, 2018 these personnel are:

1. (1) Public Works Supervisor
2. (1) PD Steward
3. (3) Three Maintenance Workers
4. (2) Seasonal Laborers

Staffing levels may change on an occasion to account for employee leave coverage, emergencies or other unforeseen circumstances. However the City of Portland, Department of Public Works commits to continue to provide the general list of services provided by these personnel under the SSA.

- 1.1 The general list of services provided by these personnel is identified within the SSA under item 1.3. These shall not overlap services provided within Baseline Services (Exhibit B to Master Agreement).
- 1.2 The Public Works Supervisor shall inspect the entirety of **PD at least once** every two weeks. During this inspection particular attention shall be focused on, but not limited to, the overall cleanliness and maintenance of the sidewalks, streets, trash containers, graffiti removal, open spaces, furniture and fixtures, lights, signage, the visitor kiosk and public restrooms. The status of projects or work orders in process should be continually updated. The results of each inspection shall be logged and documented; a monthly report will be presented every month.

- 1.3 The Public Works Supervisor shall direct the maintenance personnel on their daily responsibilities by producing a weekly schedule highlighting project activities and goals. The Supervisor will participate and assist the team in achieving project activities, as needed.
- 1.4 Horticultural and landscaping duties shall be in support of city personnel and departments assigned to these tasks. PD dedicated personnel should assist (for instance with weed control and seeding) on an as needed basis, as time and normally assigned duties allow.
- 1.5 Sidewalk plowing and snow removal at intersections should be accomplished as soon as is reasonably possible during and following a snow event. If a yellow ban is called, sidewalk snow removal, as indicated in sections 1.3.1 and 1.3.2 of the SSA, should be completed within the same timeframe as city personnel and contracted partners remove snow from the District's streets and parking areas. The Department of Public Works will organize an annual winter briefing with downtown contract partners that remove snow on sidewalks and plazas to review best practices regarding coordinating work activity. This meeting will typically occur in late fall/early winter.
- 1.6 "Quick response" repairs, such as missing bricks, landscaping damage or graffiti removal shall be performed by PD personnel, as soon as possible. PD and City will jointly approve each quick response, as needed.
- 1.7 PD and City will prioritize larger projects within the District generally

included in baseline services or CIP, and managed by other **City** teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects. These District projects will be prioritized with input from **PD**, and may include **PD** personnel in their execution. Progress and status shall be monitored by the **PD** supervisor, and updated as part of the monthly reporting.

- 1.8 **PD** will monitor performance of City teams through specific **PD** access to "See, Click and Fix" software.
- 1.9 **PD** dedicated personnel will wear approved uniforms and work clothes at all times when on duty. **City** and **PD** agree to work jointly on uniform decisions, including recommendations on an alternative uniform for **PD** personnel.

2. FY2018 PD Event Support Plan

PD and the **City** recognize the value that well executed events bring to the vitality and economic development of the downtown. To that end, **PD** agrees to follow the **City's** established permitting process and with the exception of the events as outlined in Exhibit B, Baseline Services, agrees to reimburse the City for actual expenses, as agreed to by both parties, required to support these events.

In FY2018, **PD** is planning major events that require a level of support by **City** personnel.

PD plans to incorporate recycling at all produced events, with support of the **City** staff, volunteers and supplied receptacles.

- 2.1 The Old Port Festival (OPF) - The OPF will operate June 10, 2018.

Events will require closure of streets generally in the Old Port area.

- 2.2 Light Up Your Holiday Celebration (LUYH) - This annual roster of events around the Christmas holidays include a LUYH, the Christmas tree lighting ceremony on the Friday after Thanksgiving, which requires set up and some street closures, along with minor transit re-routing around Monument Square. Horse-drawn carriage rides in the downtown and the merchant event called Merry Madness generally requires no specific city personnel support.
- 2.3 Downtown Workers Appreciation Day - Generally held in early May to recognize the employees of businesses and government offices located within the downtown. **City** and **PD** provide set up and management of 3 stations located at the Portland Museum of Art, Monument Square and Tommy's Park.
- 2.5 Seasonal lights by Pandora - Lights are installed around the time that Day Light Savings Time ends in the late fall, and de-installed around the time that Day Light Savings Time begins again in the early spring. **PD** personnel provide some installation support.

Order 269 16/17
~~Feb 24 6-5-17~~
Feb 17 6-19-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ASSESSING MAINTENANCE AND IMPLEMENTATION
ASSESSMENTS FOR PORTLAND DOWNTOWN
FOR FISCAL YEAR 2017-2018**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$764,922 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown to fund maintenance and implementation costs for such district for the period beginning July 1, 2017 and ending on June 30, 2018; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District in the amounts set forth on the "List of Maintenance and Implementation assessments" which is attached hereto; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2017 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S.A. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

Order 270 16/17
~~Feb 25 6-5-17~~
Feb 18 6-19-17

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AND AUTHORIZING
THE CITY MANAGER TO ENTER INTO
MASTER AGREEMENT AND SUPPLEMENTAL
SERVICES AGREEMENT WITH PORTLAND DOWNTOWN**

ORDERED, that the City Manager is hereby authorized to enter into a Master Agreement, with the Baseline Services provided in Exhibit B, with the Downtown Improvement District, Inc., doing business as Portland Downtown, to carry out the Development Plan for the Downtown Improvement District, Inc. for the period from and after July 1, 2017 and ending June 30, 2018, said agreement to be substantially in the form attached;

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into a Supplemental Services Agreement, substantially in the form attached, with the Downtown Improvement District, Inc. doing business as Portland Downtown to implement Supplemental Public Works Services as approved in the Fiscal Year 2018 Appropriation Resolve.

Order 271 16/17
~~Tab 26 6-5-17~~
Tab 19 6-19-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 28. TRAFFIC AND MOTOR VEHICLES
RE: GOLF CART REQUIREMENTS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Chapter 28, Section 28-1 28-185 are hereby amended to read:

Sec. 28-1. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them below. When a term is used in this chapter but not defined below, the definitions in 29-A M.R.S.A. § 101 and any amendments thereto shall be used.

Authorized emergency vehicle shall mean vehicles of the fire and police departments and such ambulances and emergency vehicles as are designated by state law or authorized by the city traffic engineer.

...

Personal assistive mobility device shall mean a mobility aid, such as a motorized wheelchair or scooter, that is used to enhance an individual's mobility.

Motor vehicle shall mean any self-propelled vehicle, including a golf cart registered by the city for island use, not operated exclusively on tracks but does not include:

- (a) A snowmobile as defined herein;
- (b) An all-terrain vehicle as defined in article V; or
- (c) A motorized wheelchair.

...

Sec. 28-185. Golf carts on certain Portland islands streets by certain persons.

The operation of golf carts shall be permitted on the streets of Portland's islands ~~Cliff Island, Great Diamond Island and Peaks Island~~ if in compliance with the following requirements:

(a) The operator must ~~be over the age of twenty one (21)~~ ~~or~~ possess a valid license to operate a motor vehicle;

(b) Such golf carts shall be operated only in daylight, not earlier than one-half hour before sunrise and not later than one-half hour after sundown; unless equipped with and utilizing suitable headlights and taillights as determined by the police department; shall keep to the extreme right of the roadway; shall not exceed a speed of ~~ten twenty (1020)~~ miles per hour; and shall obey all traffic laws applicable to motor vehicles including but not limited to, the fifteen (15) miles per hour speed limit in effect when passing a school during recess or while children are going to or leaving school during opening or closing hours;

(c) Each golf cart shall be equipped with an auditory warning device, a visual safety flag on a whip antenna of at least six (6) feet in height; slow vehicle markings; and display a sticker on the cart showing annual registration with the city treasury division as an island vehicle.

(d) When in use at nighttime or at other times when motor vehicles are required to display headlights, a personal assistive mobility device or golf cart must have:

1. A lit front light that emits a white light visible from a distance of at least 200 feet to the front;
2. A red reflector to the rear that is visible at least 200 feet to the rear; and
3. A 12-inch reflector strip or visibility tape prominently displayed on both the driver's and passenger's side of the cart.

(e) While the golf cart is in motion, the driver and every passenger in a golf cart must be seated in a seat designed to

hold passengers. No person may stand up or ride in the lap of
the driver and/or other passenger of a golf cart while it is
moving.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Health and Human Services Committee

DATE: May 17, 2017

SUBJECT: Amendment to Portland City Code Chapter 28 Traffic Re: Golf Cart Requirements

SPONSOR: Health & Human Services Committee- Councilor Belinda Ray, Chair
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 5, 2017 Final Action June 19, 2017

Can action be taken at a later date: Yes x No (If no why not?) Police Chief Michael Sauschuck would like to present this code amendment to City Council before the upcoming summer season, if possible, to have the changes in place during tourist season.

PRESENTATION: (List the presenter(s), type and length of presentation) Police Chief Michael Sauschuck will be available for a short presentation and to answer any questions at the June 19, 2017 City Council Meeting.

I. ONE SENTENCE SUMMARY-

These changes to the current golf cart ordinance address safety risks connected to the under-regulated use of golf carts on Portland islands and require a driver's license and safety equipment like headlights, among other things, for operation of a golf cart.

II. AGENDA DESCRIPTION –

Amendments are proposed to the golf cart ordinance to address safety risks connected to the use of golf carts on Portland islands. Peaks Island has been the site of an increased use of golf carts, and complaints and concerns have been received by the Portland Police Department and the City Councilors and Staff who work with the island communities.

The proposed revisions to the City Code require a driver's license and safety equipment like headlights and rear red reflectors, among other things. They prohibit a passenger from riding on another person's lap on a moving golf cart. The golf cart speed limit is increased to 20 miles per hour from 10, but a speed limit of 15 mph must be observed near schools during recess

or at the beginning and end of the school day as students arrive. Two hundred and fifty-five golf carts are registered in Portland. With these changes, the Portland Police Department intends to improve the safety of their operation, especially during the crowded summer season.

III. BACKGROUND

Golf carts have been a favorite mode of transportation on the islands for decades. Peaks Island now has two golf cart rental companies, the first of which was started in 2013 by a 13-year-old (at the time) entrepreneur named Natasha. Summer visitors love to rent them; others own their own. But as reports of children at the wheel of golf carts began to circulate, islanders became worried, especially as more automobiles and trucks are on the islands in the summer than ever before. Michael Sauschuck, Police Chief, proposed the amendments to the Health and Human Services subcommittee and public comment was solicited from the Portland islands. On May 9, 2017, the Health & Human Services Committee voted unanimously (3-0) to forward this item to the City Council with recommendation for approval.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED-

While these ordinances do not address a specific 2017 Council Goal, improved safety for both golf cart users and pedestrians on Portland islands is a result the community supports.

V. FINANCIAL IMPACT-none

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION- None.

VII. RECOMMENDATION-The amendments are recommended for approval by the Health and Human Services Committee, and approved as to form by Corporation Counsel.

VIII. LIST ATTACHMENTS

Amendment to Portland City Code Chapter 28 Traffic Re: Golf Cart Requirements

Prepared by: Amy Legere

Date: May 18, 2017

Proposed Amendments to the Golf Cart Ordinance

May 2017

Sec. 28-1. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them below. When a term is used in this chapter but not defined below, the definitions in 29-A M.R.S. §101 and any amendments thereto shall be used.

Motor vehicle shall mean any self-propelled vehicle, including a golf cart registered by the city for island use, not operated exclusively on tracks but does not include: (a) A snowmobile as defined herein; (b) An all-terrain vehicle as defined in article V; or (c) A motorized wheelchair.

Operate shall mean to operate, drive, or use a vehicle in any manner, whether or not the vehicle is moving.

Sec. 28-185. Golf carts on certain island streets by certain persons. The operation of golf carts shall be permitted on the streets of Portland's islands, if in compliance with the following requirements:

(a) The operator must possess a valid license to operate a motor vehicle;

(b) Such golf carts shall be operated only in daylight, not earlier than one-half hour before sunrise and not later than one-half hour after sundown; unless equipped with and utilizing suitable headlights and taillights as determined by the police department; shall keep to the extreme right of the roadway; shall not exceed a speed of twenty (20) miles per hour; and shall obey all traffic laws applicable to motor vehicles;

(c) When in use at nighttime or at other times when motor vehicles are required to display headlights, an electric personal assistive mobility device or golf cart must have:

1. A lit front light that emits a white light visible from a distance of at least 200 feet to the front;
2. A red reflector to the rear that is visible at least 200 feet to the rear; and
3. A 12-inch reflector strip or visibility tape prominently displayed on both the driver's and passenger's side of the cart.

(d) Each golf cart shall be equipped with an auditory warning device, a visual safety flag on a whip antenna of at least six (6) feet in height or visibility tape; slow vehicle markings; and display a sticker on the cart showing annual registration with the city treasury division as an island vehicle.

(e) While the golf cart is in motion, the driver and every passenger in a golf cart must be seated in a seat designed to hold passengers. No person may stand up or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.

Proposed Amendments to the Golf Cart Ordinance

May 2017

Sec. 28-1. Definitions.

The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them below. When a term is used in this chapter but not defined below, the definitions in 29-A M.R.S. §101 and any amendments thereto shall be used.

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(a) The operator must ~~be over the age of twenty-one (21) or~~ possess a valid license to operate a motor vehicle;

(b) Such golf carts shall be operated only in daylight, not earlier than one-half hour before sunrise and not later than one-half hour after sundown; unless equipped with and utilizing suitable headlights and taillights as determined by the police department; shall keep to the extreme right of the roadway; shall not exceed a speed of twenty ~~ten~~ (20) miles per hour; and shall obey all traffic laws applicable to motor vehicles;

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(e) While the golf cart is in motion, the driver and every passenger in a golf cart must be seated in a seat designed to hold passengers. No person may stand up or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.

Order 272-16/17
~~Tab 27 6-5-17~~
Tab 20 6-19-17

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

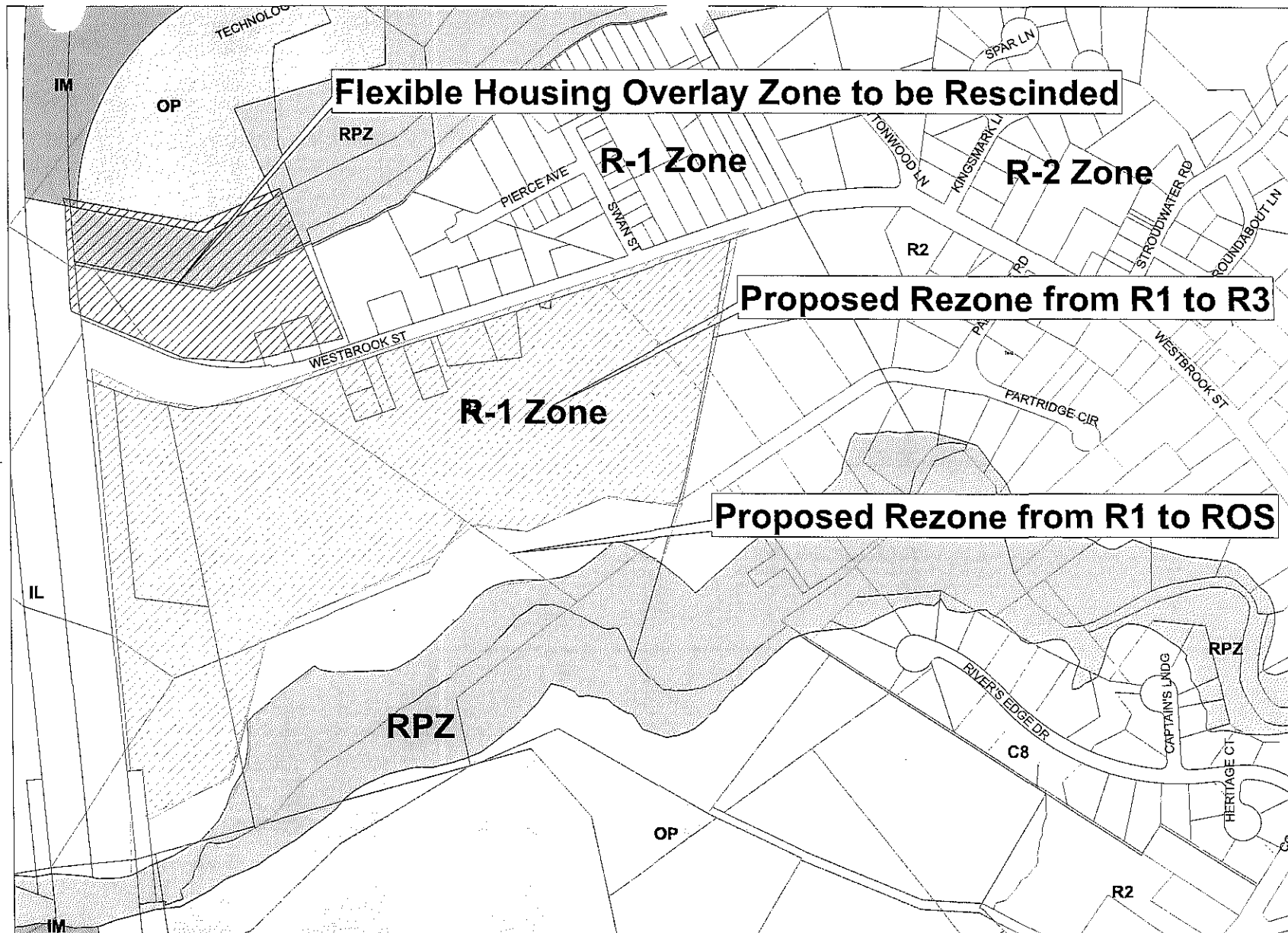
**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: CAMELOT FARM**

**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 and specifically rezoning property known as Camelot Farm and four single family adjacent lots from R1 to R3 and rezoning land bordering Stroudwater River from R1 to ROS, as shown on Exhibit A, attached hereto.



Proposed Zoning Map Amendment
Residential R1 to Residential R3 and Recreational Open Space (ROS)
May 2017

Map produced by the City of Portland Planning Division using GIS Work Group data





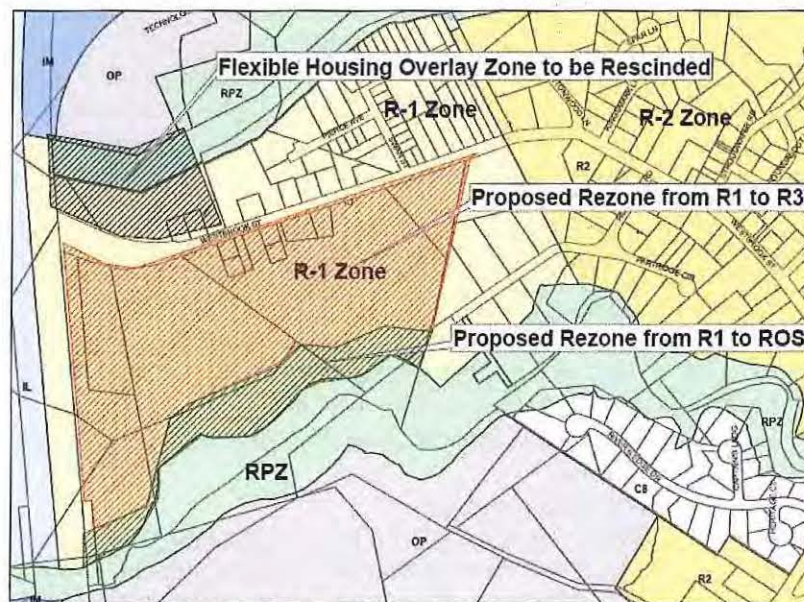
PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

Camelot Farms Rezone
1700 Westbrook Street
Rezone from Residential R1 to Residential R3 and Recreational Open Space ROS
2016-282
Camelot Holdings, LLC, Applicant

Submitted to: Portland City Council From: Portland Planning Board Second City Council Reading: June 19, 2017	Prepared by: Shukria Wiar, Planner Date: May 25, 2017
--	--

I. Planning Board Recommendation and Discussion

On May 9, 2017, the Planning Board unanimously (7-0) voted to recommend a zone change from R-1 to R-3 and Recreation and Open Space (ROS) for the area along oter Westbrook Street, as shown below, and to rescind the flexible housing zone (cross hatched area on map below). The proposed zone change was requested by Camelot Holding LLC to accommodate a single-family development at 1700 and 1714 Westbrook Street, commonly referred to as Camelot Farms. The Resource Protection zone (RPZ) portion of the property along the Stroudwater River will not be rezoned. The proposed zoning map amendment would enable the applicant to construct approximately a one hundred (100) lot subdivision of which ninety-five (95) lots will be for single-family homes and four will be open space lots. The intent and purpose of the rezoning is for the proposed development to have smaller-scaled residential lots, while providing more green space directly along Westbrook Street and the Stroudwater River.



**Proposed Zoning Map Amendment
Residential R1 to Residential R3 and Recreational Open Space (ROS)
May 2017**

Map produced by the City of Portland Planning Division using GIS Work Group data



The Planning Board held three workshops, as well as a fourth public comments session. These were held on January 17, February 28, April 6, and April 13, 2017. On May 9, 2017, the Planning Board unanimously voted to recommend the map amendment (R-3 and ROS) and rescinding of the Flexible Housing Overlay to the City Council with a vote of 7-0.



Figure 1: Proposed Site

In considering the proposal the Board members considered the consistency of the proposal with the existing Comprehensive Plan and with the pending Portland Plan 2030. The Board found the proposed zone change to be consistent with both plans and offered a benefit for the city as a whole. The development will serve a greater variety of family housing types and income levels, including providing affordable home ownership opportunities under the city's inclusionary zoning requirements. The revised zoning proposal permanently protects open space for public access along the Stroudwater River, hence preserves the riverfront, and furthers the City's network of trails, which is an important goal and a great benefit for the community. The members noted that housing of all types, including smaller houses, and throughout the city are needed for the city to grow. The Board also noted that the proposed subdivision would undergo a rigorous development review. The review of the zone change extended over an extended period, but the members agreed that the project evolved into a better proposal and recommend the map amendments to the City Council for adoption.

II. PUBLIC COMMENT

Notices were sent to ninety-five (95) residents, the interested citizen list, posted on the city's web page and posted in the Portland Press Herald on April 24th and May 1st, 2017. E-mail notices were sent at the same time as the mailed notices. The compilation of the public comments from the previous workshops is included as Attachment PC1 to PC42.

The applicant held two introductory neighborhood meetings in September and December, 2016, and meetings with the Stroudwater Village Association Board in January and February, 2017. As part of this application, a required neighborhood meeting was held on January 24, 2017. The neighborhood meeting packet and minutes are included in the Applicant's Submittals G. Additionally, the applicant has made multiple public outreach efforts with the neighborhood and the Stroudwater Village Association Board, as well as Portland Trails, Land Bank Commission, other constituents. Please see the meetings below:

Date of Meeting	Constituents
July '16	City Planning Staff Meeting - Initial plans discussed with Jeff Levine
August '16	Outreach Began - Portland Trails, Stroudwater Village Association, Stroudwater Neighbors, and other constituents were alerted to our acquisition of the property and what the goals of the project were looking like.
September 15, 2016	Informal Neighborhood Meeting - Stroudwater Village Church. Approximately 20 residents came to here about the land acquisition and provide feedback. The attached aerial plan was reviewed. o http://us8.campaign-archive2.com/?u=f5801912b6db760858312643c&id=1b6be18ebc o This link is the SVA minutes published internally with some misinformation (lot size, target price). There is also some commentary within that is opinion based.
October '16	Plan Refinement - Feedback received from the meeting: preservation of green space, green buffer along Westbrook St, lot size comparable to surroundings on Westbrook St, access

	points to the site not being accross from existing homes, etc was integrated into a concept plan dated 10/27 included on the attached showing 101-106 lots.
October '16	Additional Outreach Initiated.
November '16	Plan Refinement - Environmental, survey, and traffic studies were commissioned and information gathered.
November 23 '16	Preapplication Meeting - Minutes and attendees attached.
December '16	Plan refinement - Comments from the preapplication meeting were integrated into the plan as well as information compiled from the environmental survey. The result is the plan that is currently within the Zone Change Packet.
December 10, 2016 - 10 AM	Informal Informational Meeting #2 - Met with residents at the Stroudwater Church to review the updated plan. The minutes from that meeting were emailed to you today.
January 9, 2017 - 9 AM	Met with Godfrey Wood to review the project upon his request
January 9, 2017 - 730 PM	Follow up meeting with the Stroudwater Village Association Board
January 13, 2017 - 9 AM	Met with Jamie Parker from Portland Trails to review plan development
January 17, 2017- 7 PM	PB Workshop 1
January 18, 2017 - 330 PM	Phone conversation with president of Stroudwater Village Association to review plan development and neighborhood meeting goals
January 23, 2017 - 10 AM	Met with Christian Milneil regarding project concepts. Reviewed land use designation as trigger for further refinement.
January 24, 2017 - 6 PM	Formal Neighborhood Meeting at Stroudwater Village Church. Minutes in packet
February 1, 2017 - 11 AM	City staff review of project
February 9, 2017 - 9 AM	Met with Charles Hartfelder regarding mid-century neighborhood and housing styles to gauge appropriateness for project
February 15, 2017 - 11 AM	Portland Trails, Planning Staff, Counsel meeting to discuss more formalization of open space
February 22, 2017	Reminder email to SVA regarding second workshop. Submission material and summary email sent.
February 27, 2017 - Noon	Met with Wendy & Michael Taylor and Genie O'Brien to review plan revisions, sensitivity to nature, phasing, etc.
February 28, 2017	PB Workshop II
March 1, 2017 - 9 AM	Met with Ian Jacob to discuss project approach, alternative land use considerations (R5A)
March 9, 2017 - 5 PM	Informational presentation regarding the project to the Land Bank Commission. Minutes. http://www.portlandprf.com/AgendaCenter/ViewFile/Item/4875?fileID=23922
March 10, 2017 - 2 PM	Met with Mark Sengleemann to review R3 & R5A concepts
March 13, 2017 - 130 PM	Portland Trails, Planning Staff, Counsel meeting to refine formalization of open space and public access.
March 30, 2017 - 3 PM	IZ policy review with city staff for homeownership track
April 3, 2017 - 10 AM	Phone conversation with president of Stroudwater Village Association to review plan development, public access, and open space. Email information forwarded to area residents
April 6, 2017 - 5 PM	PB Workshop III
April 13, 2017 - 5 PM	PB Workshop III Extended Comment Period
April 19, 2017 - 8 AM	Informational meeting with PSA Advocacy Committee to discuss the project and land use and the "Growing Portland" document they generated

III. PROJECT DATA

Existing Zoning	Residential R-1, Resource Protection Zone and Shoreland Overlay Zone
Proposed Zoning	Residential R-3 for the front of parcel and ROS for the rear portion
Existing Use	One Single-family
Proposed Use	95 single-family lots and four open spaces lots
Parcel Size	~27.6 acres for original parcel and roughly 45 acres with the new parcel.
Impervious Surface Area	
-Existing	20,884 SF

IV. EXISTING CONDITIONS

The Camelot Farm parcel is approximately 45 acres on five different parcels. The property has frontage along Westbrook Street and extends to the Maine Turnpike and Stroudwater River. Presently the parcel has a single-story ranch house and a small barn on it, built in 1961. Most of the site consists of cleared fields used historically as pastures. The property has a total of 1,500 feet of frontage along the Stroudwater River. A portion of the site is zoned Resource Protection along the river and the Shoreland Overlay Zone extends 250 feet from the high-water line, which is subject to Shoreland Zone site development standards. The site has two existing utility easements for the Portland Water District and Portland Pipeline Company, which bisect the property. There are single family homes along both sides of Westbrook Street in the vicinity of the site. The advertised map for the rezoning, as shown below on page 17, includes the other parcels along Westbrook Street for the Board's consideration.

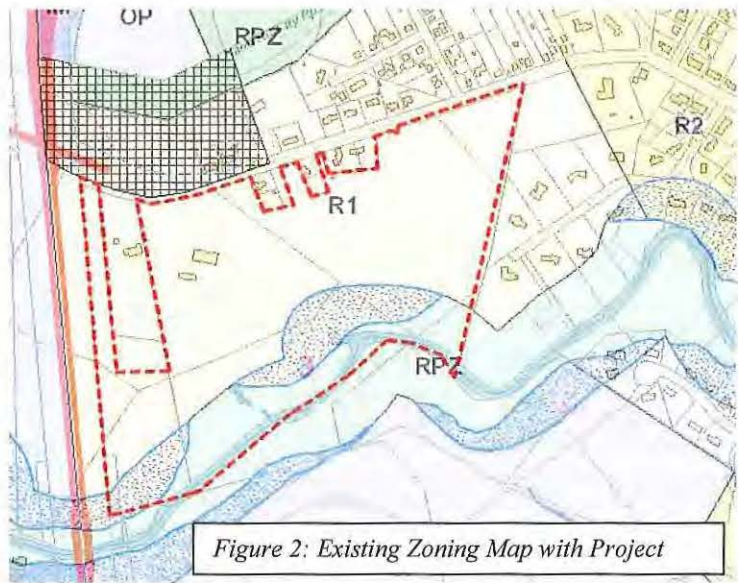


Figure 2: Existing Zoning Map with Project

V. PROPOSED DEVELOPMENT

The project proposes to redevelop the existing site into a traditional single-family development within the Stroudwater neighborhood. Approximately 95 house lots are proposed ranging in size between 6,500 sf to 20,000 sf. The proposed roads are to be built to City standards. The applicant is proposing to phase the development into four phases; each phase will have 20 to 25 lots and accompanying infrastructure. The newly acquired land will be used as a buffer between the Stroudwater Neighborhood and the turnpike with the potential for some more residential development. The applicant is proposing adding additional landscape buffer to help with the noise coming from the highway.

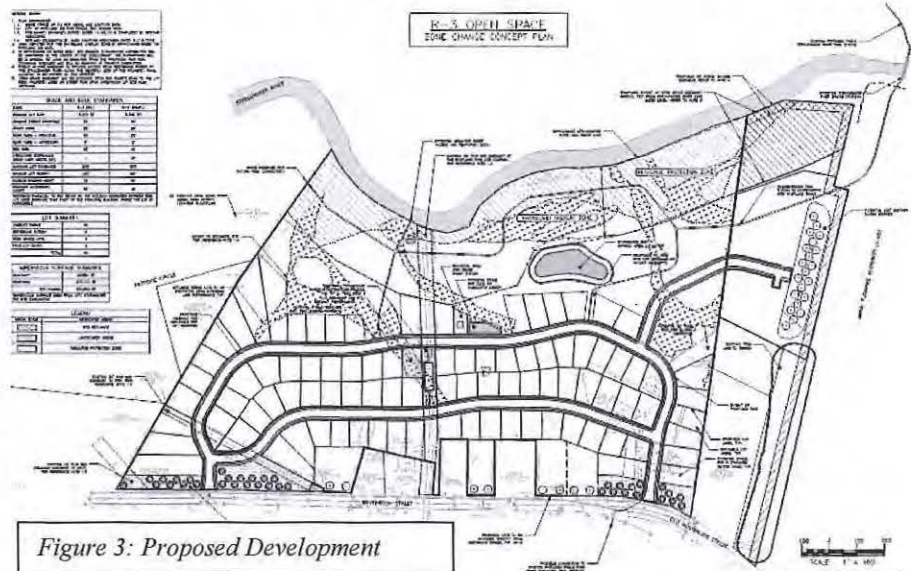


Figure 3: Proposed Development

Development may occur under the Shoreland Overlay Zone. The overlay zone requires that any development be 75 feet from high watermark and additional development standards apply within 250 feet from the river. The Resource Protection Zone, is more of a conservation zone and does not permit residential structures. The finished building footprints of any proposed homes will also have to comply with floodplain regulations, where applicable. The site does have steep slopes around the bank of the Stroudwater River; it is the intent of the applicant to keep most of the development away from these slopes develop on the more level portion of the site. With smaller lot size under the R-3 zone, the development can be designed to stay farther away from the Stroudwater River; thus, providing for more green space and less impervious surface area.

The proposal is to rezone the front portion of the property to R-3 zone and the rear portion to ROS zone, excluding the RPZ areas. In order to rezone to ROS, there needs to be easements on the that portion of the site to be conveyed to the City, or a third-party nonprofit, as public access and preserved open space. The applicant has provided a zoning map of the exact locations proposed of the rezoning on the site, see Attachment Plan 9. The applicant is proposing to place easements on the site to convey public access and preserve open space, primarily along the Stroudwater River. The public access and open space easements provide the basis for meeting the purpose statement of the ROS zone and thus eligible to be included in an ROS map amendment. The intent is for the property to be used for passive recreation with connection into the neighborhood trail system connections and to offer other shared amenities. The open space area would provide direct waterfront access to the river. The proposed open space easement will extend from the Stroudwater River high water line to the single-family subdivision, which is the proposed R-3 zone. The proposed open, shared-use green space includes more than 55% of the total site. Corporation Counsel supports the draft easements and the applicant will finalize the easements prior to the City Council hearing. The draft agreement is included as Attachment K.

Since the applicant owns the property along the Maine Turnpike, a 30-foot wide public easement is currently proposed along the common boundary line with the turnpike. In the applicant's cover letter dated 03.30.2017, they state the following as to how the open space easements will be handled:

The open space and public access to the site is to be assured by the Applicant via an easement completed in two steps. The initial Open Space and Public Access Easement will be signed and issued to the public for the parcel directly abutting the Turnpike immediately following a successful rezone of the parcel to R- 3 and ROS. Because the larger parcel is subject to a Purchase and Sale Agreement, the Open Space and Public Access Easement will be held in escrow until the exchange of ownership of the parcel is complete at the conclusion on the PS&A. At a minimum, all land within 250 feet. of the Stroudwater River will be rezoned ROS, however the final Open Space and Public Access Easement will be continued and expanded beyond the 250-foot buffer to the proposed property lines and/or public right-of-way.

The proposed project will also be subject to the Inclusionary Zoning Ordinance, which requires a minimum of 10% of the project to be restricted for workforce households and that the number of bedrooms required under Section 14-487(e)3 be at least 10% of the total number of bedrooms made available as part of the project. According to the applicant's cover letter, dated 03.30.2017, which states the following in regard to Inclusionary Zoning Ordinance:

Under the R-3 rezone, the smaller lot sizes would drive the house price point closer to the affordability requirements set by the Inclusionary Zoning Ordinance. Because it is proposed that the IZ units be provided within the development, the lesser home costs of the R-3 zone would create a more cohesive neighborhood with less distinction between the R-3 and IZ homes. This idea is described in further detail within the attached Housing Attainability Summary (Attachment I).

R-3 Proposed Development and Traffic Impacts

The applicant has provided calculations of the proposed development buildout of the site under the R-3 rezone with the 100 lots of which approximately 95 will be single-family house lots and four would be open space lots on a 45-acre parcel. Access to the proposed subdivision will be provided with construction of two proposed roadways that will be offered for public street acceptance.

The applicant has provided Tom Errico, Consulting Traffic Engineer, with the estimated trips that would be generated under all proposed development scenario. Tom Errico's comments are as follows:

I have reviewed the application materials and offer the following traffic comments as it specifically relates to the rezoning proposal. My comments focus on the traffic implication of the rezoning request and items that would be reviewed during the site plan permitting process.

The key traffic issue related to the rezoning of the subject property is the increase in trip generation expected with the change. According to application materials, under current zoning (R1), 83 residential units can be construction. With full build-out of the property under the proposed zone

(R3), 166 residential units could be construction. The applicant has provided plans that note construction of 100 residential units. Accordingly, the zone change would be expected to add traffic levels above current zoning requirements by 17 residential units. (Although a maximum increase could be 83 residential units, this level of development may not be possible given site constraints). During the worst-case peak hour trip generating scenario, the increase in 17 residential units would correlate to an additional 17 vehicles entering and exiting the project site during the PM peak hour (under the current application proposal). In my professional opinion, this level of traffic increase would not have a significant impact on traffic operations and therefore the zone change would not be expected to have a significant impact on traffic conditions.

Whether under current zoning and the construction of 83 residential units or under the rezoned scenario with 100 residential units, the following traffic issues/requirements would be considered during site plan permitting.

- o The applicant has provided a traffic study and the general content of the study is appropriate and would be used during the site plan review process.
- o Traffic conditions would be reviewed at the Congress Street/Westbrook Street intersection. Current traffic congestion would likely require mitigation improvements.
- o A traffic speed study along Westbrook Street would likely be required with recommendations on addressing specific vehicle speed issues an recommendations.
- o Intersection/Driveway design conditions including sight distance, driveway separation, and geometric features would be reviewed.
- o A pedestrian and bicycle facility analysis would be expected within the vicinity of the project.
- o Crash data would be reviewed in the vicinity of the project and for locations that are determined to have deficiencies, the applicant would be expected to mitigate problems.

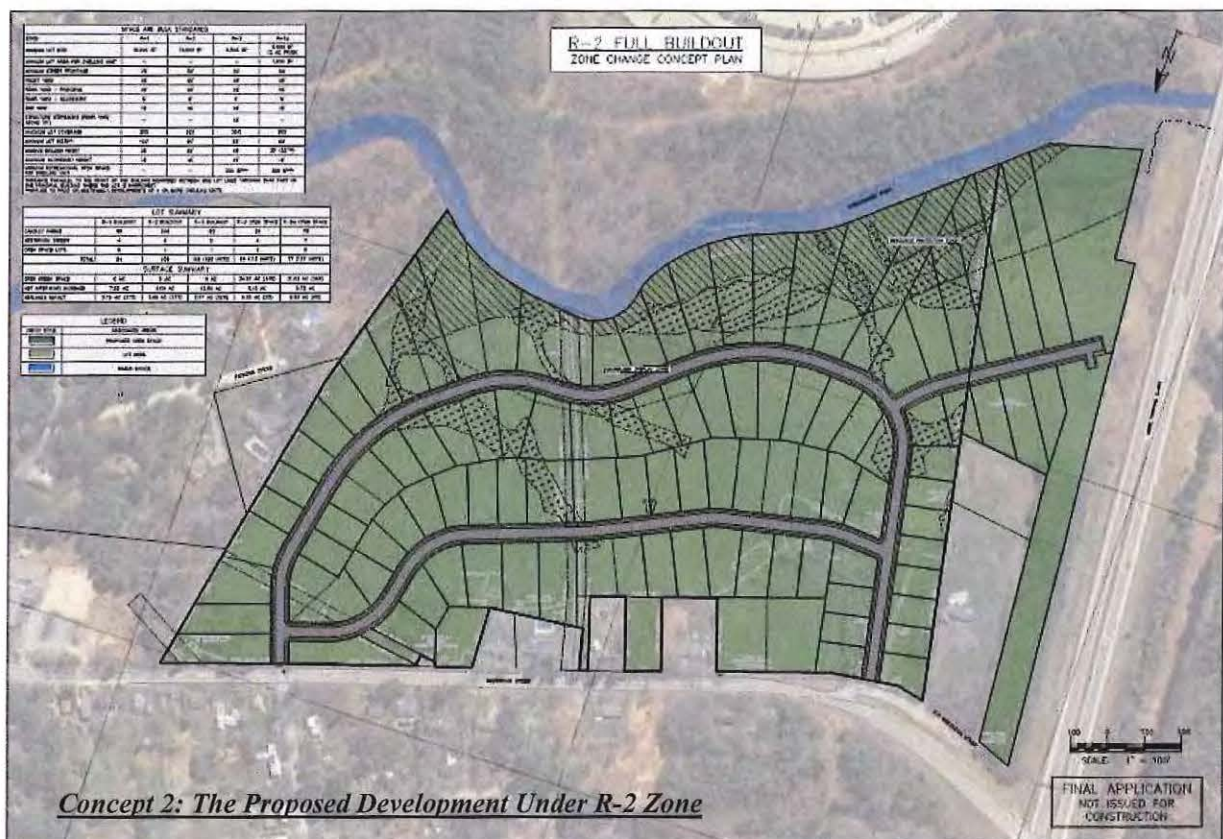
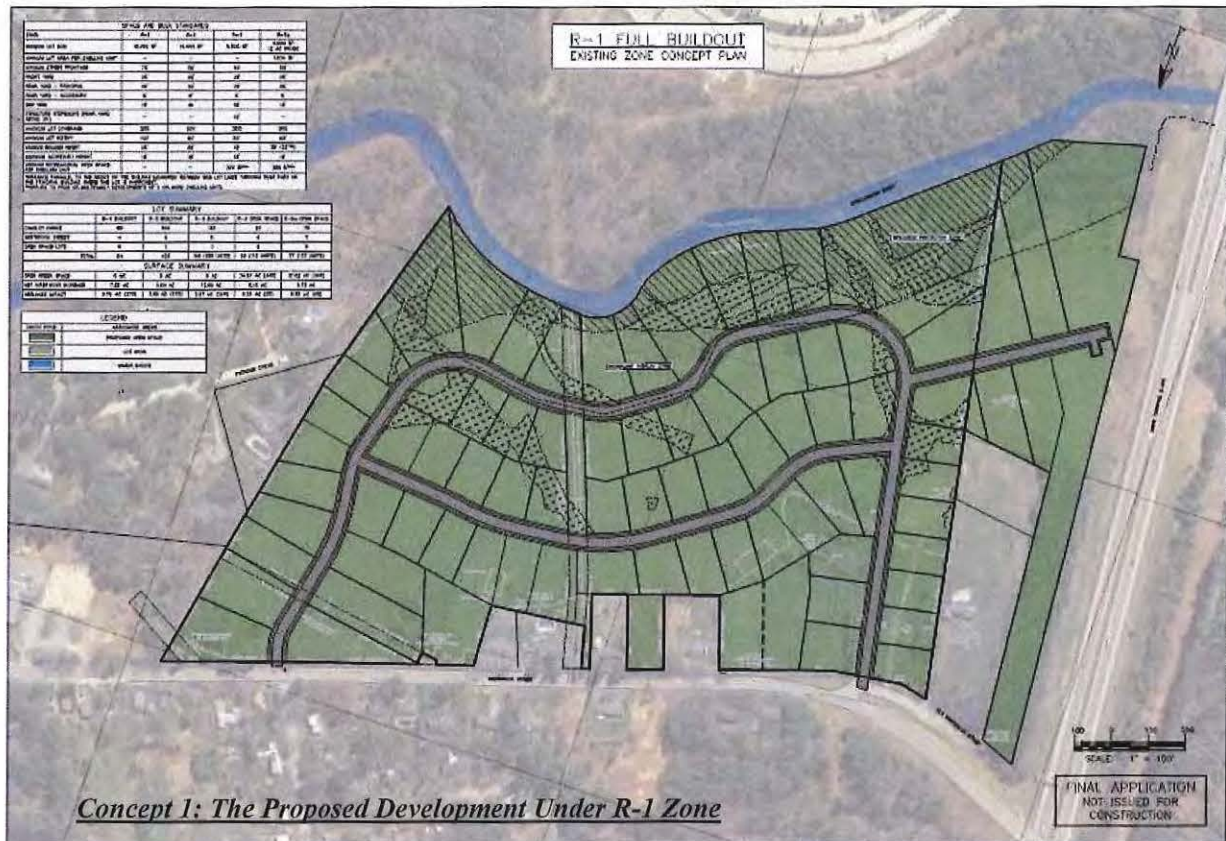
VI. POLICY CONSIDERATIONS

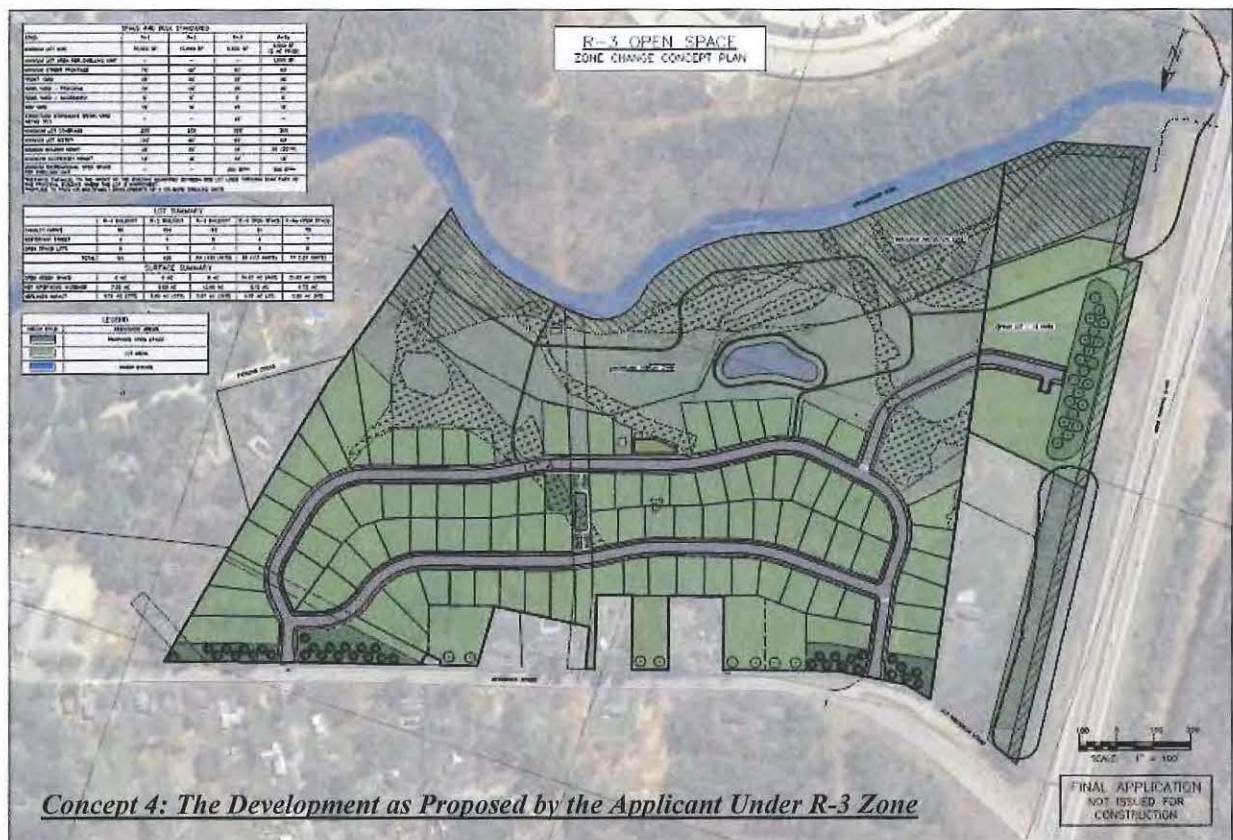
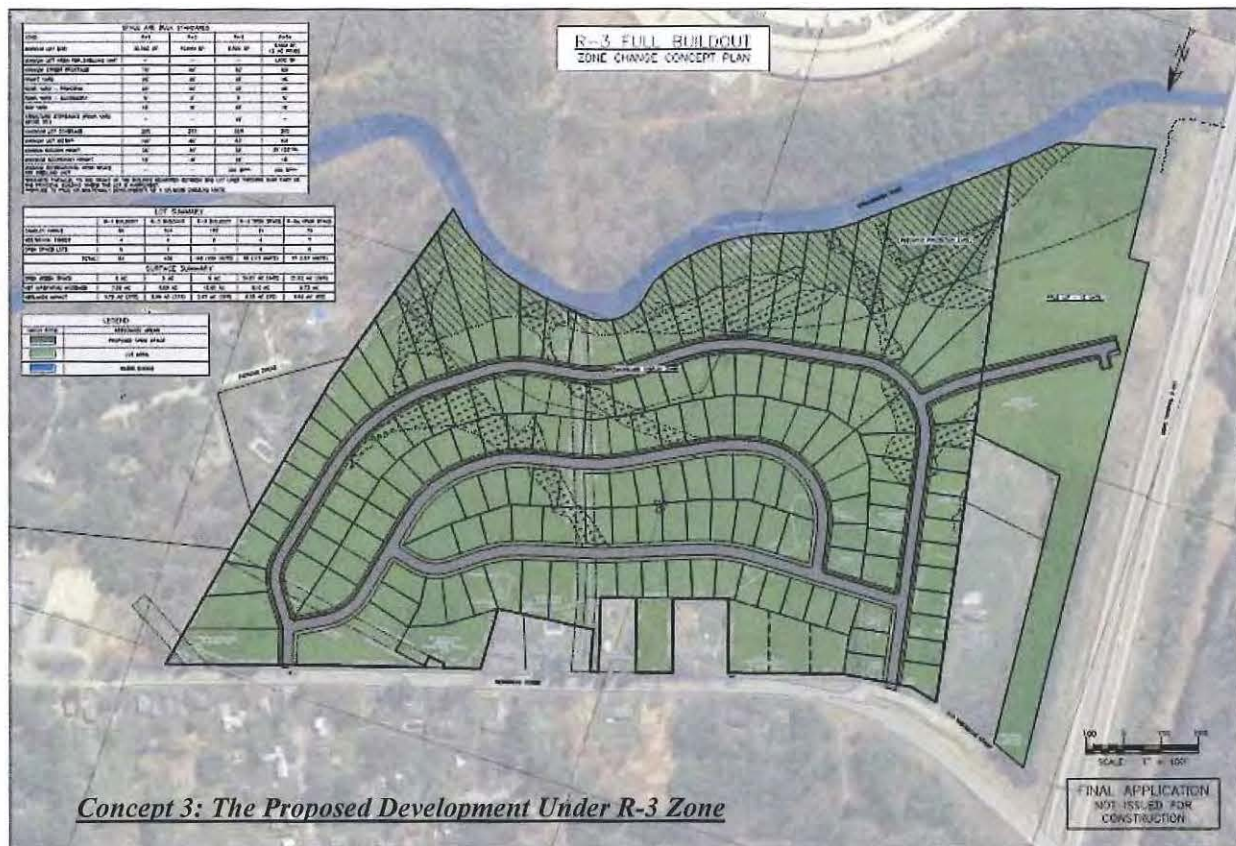
A. Development Concepts Under the Various Zones:

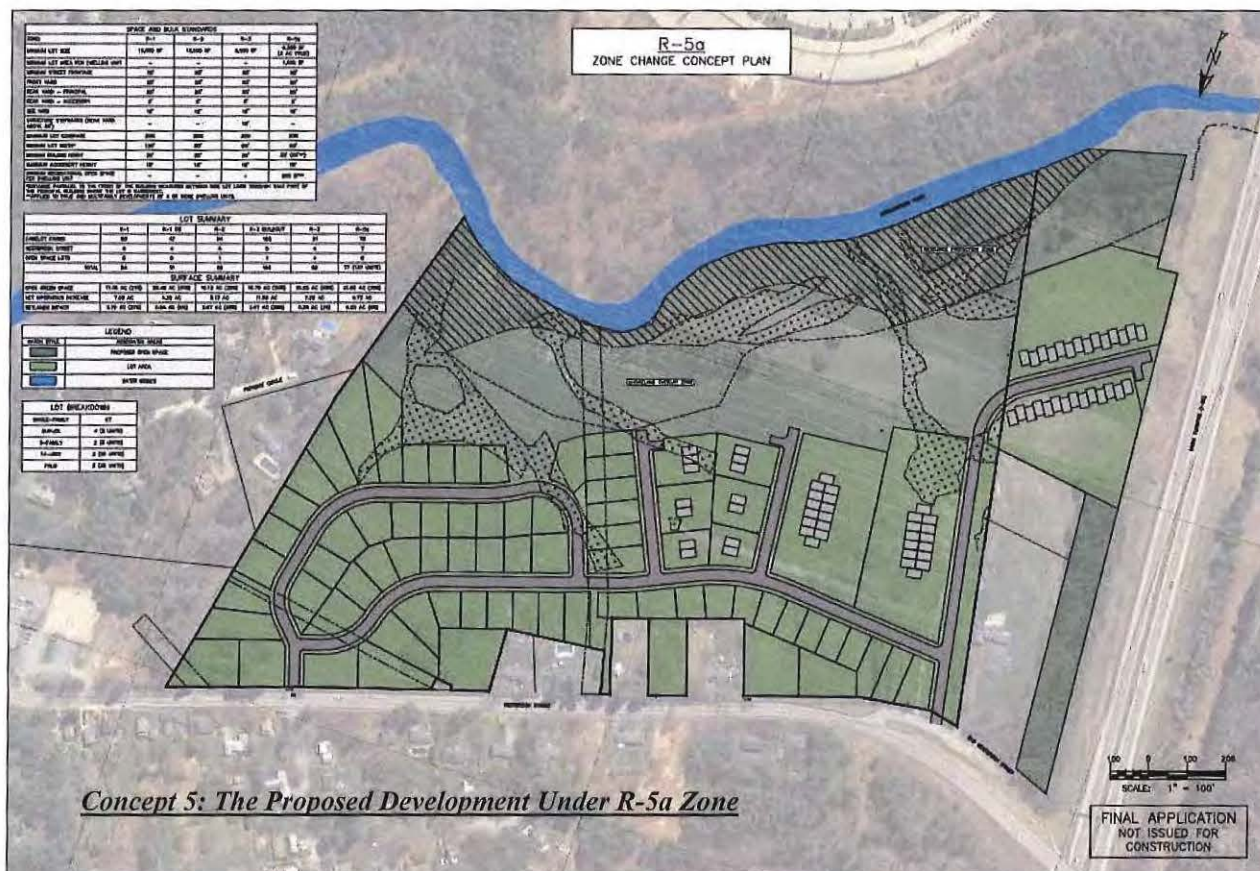
The applicant submitted plans of the proposed subdivision development under the R-1 zone with the new acquired lot and R-5a zone. Rezoning from R1 to the R3 zone will permit the developer to build a smaller buildable footprint that would result in less impervious area and less wetland impact, while providing a significantly larger buffer to the Stroudwater River and greater open space. The proposed development will provide more housing and is intended to blend with the surrounding neighborhood. The green spaces along Westbrook Street and Stroudwater River will be a buffer between this development and the existing neighborhood. The R-3 zones are found along several of the city's collectors and arterials, such as Washington Avenue, Allen Avenue, outer Brighton Avenue, and on the Forest Avenue corridor, which may offer opportunities for a moderate density infill project.

Below are the concepts that the Planning Board considered at the three workshops. The concepts are under the current zoning, the R-1 zone, R-2, R-3, the full buildout under the R-3 with the 100-year floodplain shown, and R-5a; the light green is the proposed residential lots and the darker green is the proposed open space on the concept maps on the following pages. The chart below illustrates the lot and surface summaries for the five concepts:

Lot Summary					
	R-1 Zone	R-2 Zone	R-3 Buildout	R-3 Zone	R-5a Zone
Camelot Farms	80	94	160	91	70
Westbrook Street	4	4	5	4	7
Open Space Lots	0	1	1	4	0
Total	84	99	166	99	77 (137 Units)
Surface Summary					
Open Green Space	0 AC	0 AC	0 AC	24.67 AC (44%)	21.62 AC (39%)
Net Impervious Increase	7.58 AC	9.09 AC	12.75 AC	8.10 AC	9.73 AC
Wetland Impact	3.79 AC (27%)	3.85 AC (27%)	3.67 AC (26%)	0.25AC (2%)	0.80 AC (6%)





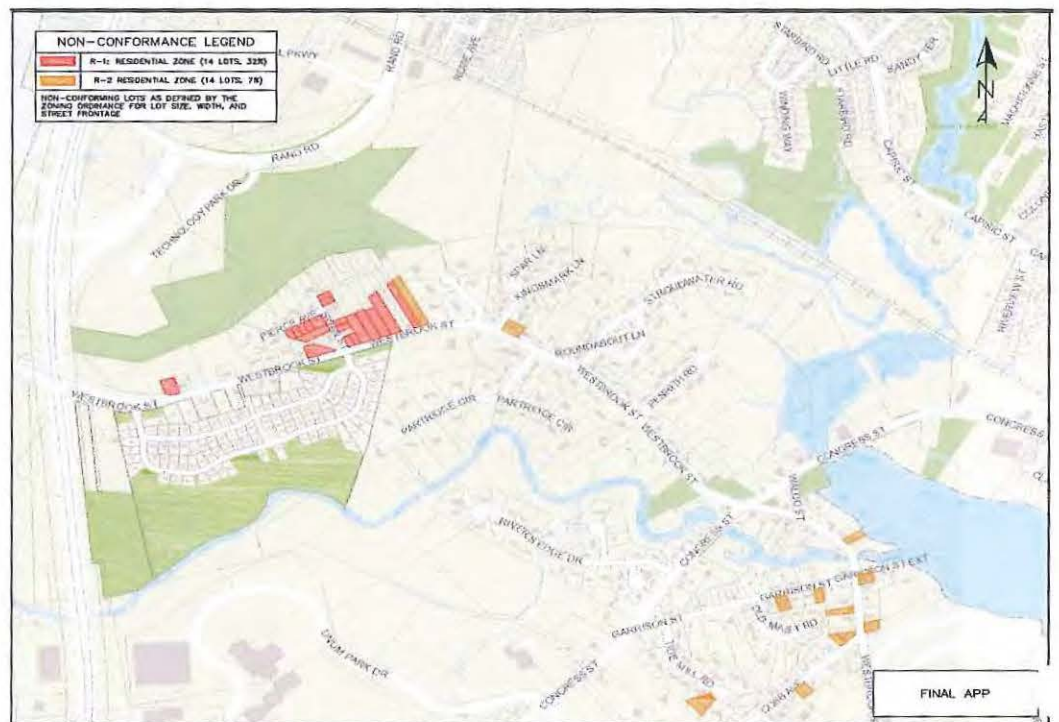


At the request of the surrounding neighborhood, the applicant has submitted a concept plan of the proposed subdivision development under the R-1 zone with open space.



In addition to providing the conceptual plans under the different zones, the applicant has also provided an analysis of the nonconforming existing lots in the Stroudwater neighborhood. The abutting and surrounding lots to Camelot Farms zoned as R-1 or R-2 were evaluated for conformance with the City zoning standards. There were fourteen (14) existing lots within the R-1 zone and fourteen (14) within the R-2 zone that were identified as nonconforming.

According to the applicant, "Non-conforming lots were defined as not meeting the minimum lot size, lot width, or street frontage; building setback requirements were omitted from the list". Please refer to Attachment E and Plan 7 for the applicant's complete analysis and map inserted here.



At the last workshop, members of the public stated that the full buildout of the R-1 concept provided by the applicant was not feasible. The applicant responded to the concern in their cover letter:

The Applicant has completed additional environmental due diligence normally associated with a Site Plan/Subdivision Application in response to site impact concerns addressed by the neighbors. In addition to Wetland Delineation and outreach to State and Federal Agencies (Army Corps, US Fish & Wildlife Service, Maine Natural Areas Program, Maine Inland Fisheries & Wildlife, and Maine Historic Preservation Commission) completed in the Fall, an Ecological Habitat Assessment Report has been developed and included in this submission package.

There has also been a concern from select neighbors that a full buildout R-1 concept as submitted is not feasible. After reviewing the information received to date from our Environmental Consultants and Regulatory Agencies, and standards and regulations set by the City of Portland's Chapter 14 Land Use Code, it is our professional opinion that the full buildout of the R-1 concept is feasible.

At the April 6th meeting, the applicant submitted additional information regarding home construction data, neighborhood density, comparison of housing attainability summary between R-1 and R-3 concepts, and architectural designs of the proposed homes. The power point presentation is included as Attachment J. The documents presented shows the demographics of Stroutwater Neighborhoods through the years and how will be under the proposed development. It also outlines the affordability of homes if built under the R-1 zone versus the R-3 zone. The applicant also shows existing and proposed architectural design examples for the site.

B. Proposed Development Under Residential R-1, R-2, R-3 and R-5a Zone:

The applicant provided conceptual development plans under various residential zones. The following chart illustrates the comparison between the current R-1 zone, R-2 zone, R-3 zone, and R-5a zone; the chart shows the purpose statements, permitted uses, and dimensional requirements of each zone. The minimum lot size varies in R-1, R-2, R-3 and R-5a zones with R-1 having the largest minimum lot size of 15,000 square feet. Generally, the R-3 and R-5a has more flexible dimensional requirements than R-1 and R-2. The intent of the rezone is to provide the proposed project a medium density residential development, which can be accomplished with the R-3 zone and R-5a.

	R-1 Zone	R-2 Zone	R-3 Zone	R-5a
Purpose Statements	To provide for lower density residential development characterized by single-family homes on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity.	To provide for low-density residential development characterized by single-family homes on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity.	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.	To provide for moderate-density residential development in off-peninsula sections that can provide a unique residential living experience with a high degree of natural site amenities; and to provide areas of the city in the general proximity of the peninsula that have the capability for adequate municipal services, including traffic corridors with adequate traffic capacity, that can appropriately accommodate a more intensive use of land than other lower-density zoned land and be compatible with surrounding neighborhoods; and to increase affordable housing opportunities in off-peninsula locations by providing a moderate-density zone.
Permitted Uses	Residential: Single family; Handicapped family unit; Single-family, multiple-	Residential: Single family; Handicapped family unit; Single-family,	Residential: Single family; PRUD; Handicapped family unit; Single-family,	Residential: Single family; PRUD; Handicapped family unit; Single-family, multiple-

	component manufactured housing; Single-family single-component manufactured housing; Other: Agriculture and Agriculture parking; Parks; Accessory uses; Home occupation; Municipal uses; Wind energy systems	multiple-component manufactured housing; Single-family single-component manufactured housing; Other: Parks; Agriculture; Accessory uses; Home occupation; Municipal uses; Wind energy systems	multiple-component manufactured housing; Single-family single-component manufactured housing; Other: Parks; Accessory uses; Home occupation; Municipal uses; Wind energy systems	component manufactured housing; Single-family single-component manufactured housing; Multifamily dwellings; Congregate care Other: Parks; Accessory uses; Home occupation; Municipal uses; Intermediate, extended and long-term care facilities; Wind energy systems
Conditional Uses	Residential: Sheltered Care group homes; adding one accessory dwelling unit; Institutional: Schools; Long term and extended care facilities; intermediate care facilities; places of assembly; hospital; Other: Utility substations; Cemeteries; Raising of domestic animals for noncommercial; day care or home babysitting services; temporary wind anemometer towers; wind energy systems.	Residential: Sheltered Care group homes; adding one accessory dwelling unit; Institutional: Schools; Long term and extended care facilities; places of assembly; College, university, trade school Other: Utility substations; Cemeteries; Raising of domestic animals for noncommercial; day care or home babysitting services; temporary wind anemometer towers; wind energy systems.	Residential: Sheltered Care group homes; adding one accessory dwelling unit; Institutional: Schools; Long term and extended care facilities; intermediate care facilities; places of assembly; hospital; Other: Off-street parking; utility substations; day care or home babysitting services; temporary wind anemometer towers; wind energy systems.	Residential: Sheltered Care group homes; Institutional: Schools; Long term and extended care facilities; intermediate care facilities; places of assembly; hospital; Other: Utility substations; Nursery school and kindergartens; day care or home babysitting services; temporary wind anemometer towers; wind energy systems.
Dimensional Standards				
Minimum lot size	15,000 SF	10,000 SF	6,500 SF	Residential: 6,000 SF
Street Frontage	75 feet	50 feet	50 feet	50 feet
Front Yard (Min)	25 feet	25 feet	25 feet	25 feet
Rear Yard	25 Feet	25 feet	25 feet	25 feet
Side Yard	14 feet for 2-story building	14 feet for 2-story building	14 feet for 2-story building	14 feet for 2-story building
Structure Height	35 feet	35 feet	35 feet	35 feet; Multifamily development of 4 or more dwelling units – 55feet
Lot Coverage (max)	20%	20%	35%	30%
Parking	Two parking spaces for each dwelling unit.	Two parking spaces for each dwelling unit.	Two parking spaces for each dwelling unit.	Two parking spaces for each dwelling unit.

C. Recreation Open Space, Resource Protection and Shoreland Overlay Zones:

The following chart illustrates the comparison between the Recreation and Open Space R-OS (proposed for a portion of the site) and the Resource Protection zone (existing along the river); the chart shows the purpose statements, permitted uses, and dimensional requirements of each zone when stated in the ordinance.

	Recreation Open Space (ROS)	Resource Protection Zone (RPZ)
Purpose	(a) The purpose of this division is: 1. To preserve and protect open space as a limited and valuable resource; 2. To permit the reasonable use of open space, while simultaneously preserving and protecting its inherent open space characteristics to assure its continued availability for public use as scenic, recreation, and conservation or natural resource area, and for the containment and structuring of urban development;	

	3. To coordinate with and carry out federal, state, regional, and city recreation and open space plans; 4. To provide a suitable location for large-scale regional sports and athletic facilities; and 5. To develop an open space system throughout the downtown, which provides the highest quality parks, plazas, and pedestrian environment. (b) The recreation open space zone may include parcels of public property, and private property legally restricted from intensive use or development through deed, covenant, or otherwise.	
Permitted Uses	Municipal parks, public open spaces, picnic areas, playgrounds and play lots; Cemeteries; Arboretums; Golf courses; Boat landings, beaches, and marinas for public uses; Outdoor ballfields and public athletic fields; Swimming pools and tennis courts; Picnic groves and areas; Natural parks and scenic overlooks; Hiking, walking, bicycling or cross-country ski trails; Community gardens for cultivation by and for city residents; Sewage pumping stations and sewage treatment facilities; Sports complexes; Accessory uses; Wind energy systems; Street vendors licensed pursuant to Chapter 19; Events, activities, and uses licensed by the city, including but not limited to markets, festivals, café seating, concerts, and other gatherings.	No building shall be erected, altered, enlarged, rebuilt or used, and no premises shall be used, in a R-P resource protection zone except for the following uses: Non-intensive recreational uses not requiring structures; Motorized and nonmotorized vehicular traffic on existing roads, trails and rails, as appropriate; Bikeways, pedestrian trails and walkways; Fire prevention activities; Wildlife management activities; Soil and water conservation activities; Surveying and natural resource analysis; Emergency operations as defined in section 14-47; Harvesting of wild crops; Nonresidential structures for educational, scientific or nature interpretation purposes; Public and private parks and recreational areas; Permanent and temporary piers, docks, wharves, bridges and uses projecting into water bodies; Storehouses for fishermen's gear; Signs, as allowed in division 22 of this article; Road construction; Parking facilities for uses permitted under this section; Landfill and other earth-moving activity.
Conditional Uses	Accessory uses of two thousand five hundred (2,500) SF or more of floor area; Other recreational facilities and uses that are open to the public; Water pumping stations; Temporary wind anemometer towers; Wind energy systems.	The following uses are permitted in the R-P zone only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) of this article and any special provisions, standards or requirements specified below. 1. Temporary wind anemometer towers, 2. Wind energy systems.
Dimensional Standards		
Minimum lot size	n/a	20,000 SF
Minimum width of lot	n/a	100 feet
Street Frontage	n/a	100 feet (Street Frontage or Shoreline)
Front Yard (Min)	25 feet	25 feet
Rear Yard	25 feet	75 feet
Side Yard	12 feet	15 feet
Structure Height	35 feet; buildings located more than 1,000 feet from a shoreland zone - 45 feet.	25 feet for a 2-story structure
Minimum Shoreline Setback	n/a	75 feet

It is important to note that the Shoreland Overlay Zone extends over the current R-1 zone and in general extends 250 from the high-water line of the Stroudwater River (excluding the RPZ zone). As noted above, development may occur within the Shoreland Overlay Zone with additional applicable development standards. The overlay zone limits clearing, site improvements and maintains a 75-foot setback from the high-water mark for most structures. Below is a chart that illustrates the Shoreland Overlay Zone purpose statement and applicability:

Purpose	The purposes of this division are to further the maintenance of safe and healthful conditions; prevent and control water pollution; protect fish spawning grounds, aquatic life, bird and other wildlife habitat; protect buildings and lands from flooding and accelerated erosion; protect archaeological and historic resources; protect commercial fishing and maritime industries; protect freshwater and coastal wetlands; control building sites, placement of structures and land uses; conserve shore cover, visual as well as actual points of access to inland and coastal waters and natural beauty, as appropriate in an urbanized environment; and to anticipate and respond to the impact of development in shoreland areas.
Applicability	This division applies to all land areas, uses, structures and land use activities within two hundred fifty (250) feet, horizontal distance, of the normal high water line of any river; within two hundred fifty (250) feet, horizontal distance, of the upland edge of a coastal wetland, including all areas affected by tidal actions within two hundred fifty (250) feet, horizontal distances, of the upland edge of a freshwater wetland; and within seventy-five (75) feet, horizontal distance, of the normal high water line of a stream. This division also applies to any structure built on, over or abutting a dock, wharf or pier, or other structure extending beyond the normal high water line of a water body or within a wetland.
Zoning districts and shoreland regulations	The regulations and controls of this division apply to all land areas, uses, structures and land use activities cited in section 14-447, in all zones of the city.
Principal and accessory structures	75 feet Setback from Normal High Water Mark

D. Similar Rezones from R-1 to R-3

The two areas in Portland that are zoned R-1 are shown on the map to the right. The light-yellow areas are R-1 and encompass land along outer Westbrook Street and an area along outer Congress Street.

In response to public inquiries, the staff researched whether other R-1 zones had been rezoned to R-3. In 1992, the City Council approved the project, River's Edge, as a Conditional Rezone to R-3. Greater Portland Development Group requested a conditional rezone from R-1 and R-2 to R-3 for a parcel of land located on outer Congress Street, along the Stroudwater River. The parcel has a total of 27.41 acres. The conditional rezoning allowed the applicant to have a privately owned and maintained road serving 29 single-family lots.

Figure 4: The R-1 Zones

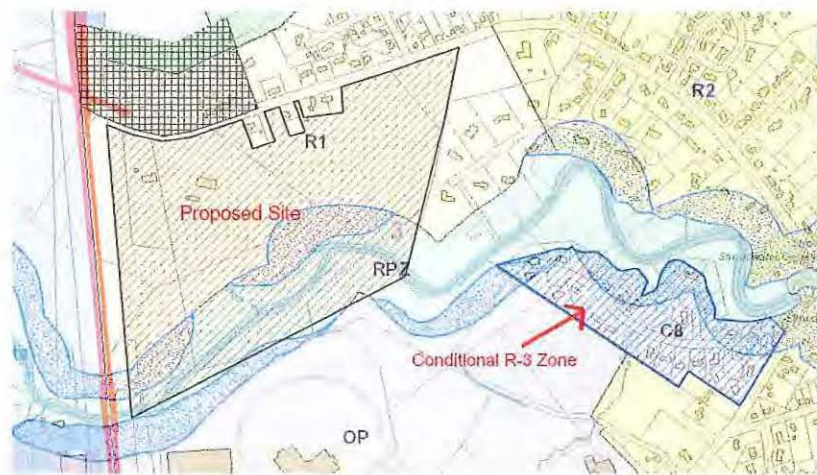


Figure 5: Conditional R-3 Zone (C8)

The conditional zone change was requested to the R-3 zone because R-3 allowed a Planned Residential Unit Development (PRUD) for single family homes at that time. The applicant kept the density of the proposed subdivision at 29 lots which was the same density as permitted under the R-1 and R-2 zones. The applicant built a 24-foot private road which is allowed only in PRUD; an association was formed to maintain the road, land held in common, and any utilities. As part of the proposal, the applicant deeded a 10-acre parcel located along the Stroudwater River for use as public pedestrian trail to Portland Trails; the easement also provided access to the trail from Congress Street is also part of the proposal. It should be noted that the City Council amended the

R-3 zone, so that single family PRUD's are no longer a permitted use and only attached housing may be built as a PRUD.

VII. Comprehensive Plans Analysis

The applicant has submitted their analysis of the projects conformance with the Comprehensive Plan (refer to Attachment C). The staff has identified the additional goals and policies which are relevant to the proposed housing development and finds the proposal in conformance with the adapted Comprehensive Plan and as well as the pending Comprehensive Plan. As stated the purpose of the R-3 Residential Zone is:

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.

A. Adopted Comprehensive Plan:

Housing: Sustaining Portland's Future contains several goals which are applicable to this proposed map amendment. The relevant goals and policies as identified by staff are as follows:

Housing Sustaining Portland's Future

Housing Policy #1

Ensure an Adequate and Diverse Supply of Housing for All

- Ensure the construction of a diverse mix of housing types that offers a continuum of options across all income levels for both renter and owner-occupied;
- A variety of housing choices should be available such that no one should have to spend more than 30% of their income for housing.
 - Encourage and support Portland Housing Authority to become active in development of more housing.
- Encourage higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation.

Housing Policy #3

Maintain 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.

- Encourage innovative new housing development, which is designed to be compatible with the scale, character, and traditional development patterns of each individual residential neighborhood.
 - Evaluate and update, as needed, the current zoning and subdivision codes to encourage new residential development that:
 - Offers diverse and quality living options;
 - Provides traditional neighborhood elements;
 - Promotes a walkable city; and
 - Is compatible with Portland's existing neighborhoods.
- Encourage new housing development in proximity to neighborhood assets such as open space, schools, community services and public transportation.
- Ensure the integrity and economic value of Portland's neighborhoods
- Encourage neighborhood populations that are economically, socially, culturally and ethnically diverse.
 - Encourage a mix of housing types for all ages, household sizes, and incomes throughout the city.
 - Increase density where appropriate in order to achieve neighborhood diversity.
- Locate and design housing to reduce impacts on environmentally sensitive areas.

Green Spaces, Blue Edges: An Open Space and Recreation Plan

Conservation of natural resources should include a complete array of natural features and habitats, so that the public may learn about and experience the full realm of Portland's natural environment.

- Develop high point parks, open spaces located on the higher elevations of the city, in neighborhoods throughout the city such as the Ocean Avenue landfill, hilltop on Ocean Avenue by rock shop, Rocky Hill and hills in Stroudwater.

B. Pending Comprehensive Plan

Housing: A Livable City

State Goals: To encourage and promote affordable decent, housing opportunities for all Maine citizens

Local Goals:

- Increase, preserve, and modify the overall supply of housing City-wide to meet the needs, preferences and financial capabilities of all Portland households.
- Encourage additional contextually-appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Encourage quality, sustainable design in new housing development.

Goals from Future Strategies:

3. Remove Housing Barriers

- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density and/or use, as well as whether it allows for priority growth areas.
- Identify priority growth areas.
- Allow for a range of housing models in City codes, whether small units, co-housing, or others that may suit changing needs and demographics.

6. Explore New Tools

- Explore tools that support innovative frameworks for housing creation, stability, and affordability, such as but not limited to community land trusts and a Transfer of Development Rights program to encourage preservation of highly valued open spaces, natural resources, or historic resources while allowing development potential to be transferred to areas considered appropriate for more intensive growth.

9. Adopt Affordable Housing

- Pursue new opportunities for increased energy efficiency, increased densities, mixed incomes, and greater connectivity to surrounding neighborhoods.

Recreation and Open Space: An Active City

State Goal: To promote and protect the availability of outdoor recreation opportunities for all Maine citizens, including access to surface waters.

Local Goal: Portland commits to sustain and build our system of parks, trails, and open spaces to enhance our quality of life, protect our environment, and promote the economic well-being of our remarkable city by the sea.

- Provide high quality, well-designed, well-maintained, safe and integrated parks, trails, public open spaces, and recreational opportunities accessible to all residents.
- Strengthen connections between open spaces.
- Preserve the intrinsic values of the park and open space system, including historic resources, vistas, healthy ecosystem functions, and biological diversity.

Goals of Future Strategies:

10. Connect to the Waterfront

- Encourage physical and visual access to Portland's waterfront - Casco Bay, Back Cove, and the Stroudwater, Presumpscot, and Fore Rivers - as a "blueway" network and an extension of public space for local and regional recreation and transportation needs.

12. Connect the Chain

- Prioritize open space acquisition and programming toward creating linkages where there are gaps in the network, particularly between Stroudwater and the Fore River, Evergreen Cemetery and the Presumpscot River, Portland Transportation Center and Bayside, Martin's Point and the Back Cove, and the western waterfront and the Fore River.

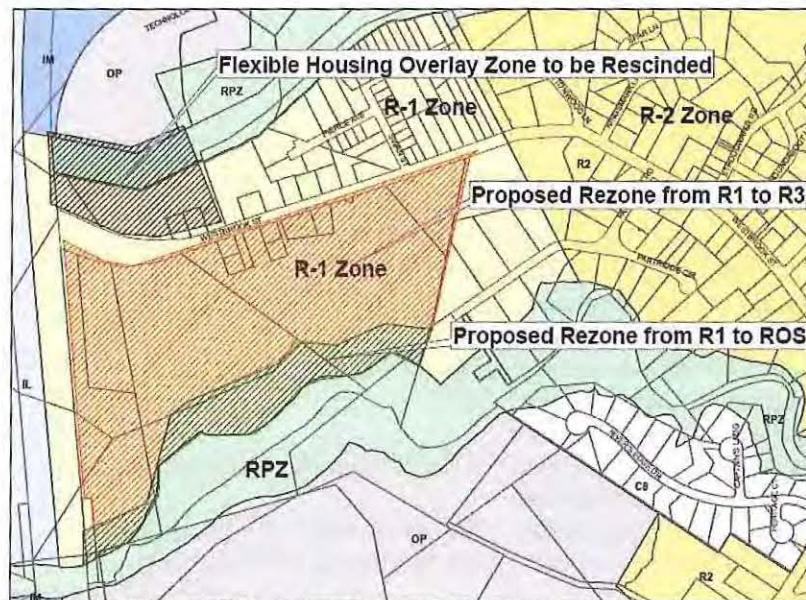
VIII. Planning Board Motion

On the basis of plans and materials submitted by the applicant, the City of Portland Zoning Code, Portland's Comprehensive Plan, public comment, the information provided in public hearing on May 9, 2017 for the project #2016-282 (1700 Westbrook Street), and/or other findings as follows:

1. *The Planning Board finds that the proposed rezoning to the Residence R-3 and Recreational Open Spaces (ROS) zone for the property located at 1700 Westbrook Street is consistent with the Comprehensive Plan for the City of Portland; and*

Therefore, the Planning Board recommends to the City Council adoption of the zoning map amendment for 1700 Westbrook Street from Residential R1 to the Residence R-3 and Recreational Open Spaces (ROS) Zones for the area shown on the map below.

2. *The Planning Board finds that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Urban Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect the rescinding of the Flexible Housing Overlay Zone along Westbrook Street as shown on the map below.*



**Proposed Zoning Map Amendment
Residential R1 to Residential R3 and Recreational Open Space (ROS)
May 2017**

Map produced by the City of Portland Planning Division using GIS Work Group data

ATTACHMENTS

PUBLIC COMMENTS

PC1 Art McEvoy Dated 01.11.2017

PC2 Mark Sengleemann

PC3 Stroudwater Village Assoc. 1-16-17

PC4 Angela Wheaton 1-16-17

PC5 Sandy Beal 1-16-17

PC6 Michael Scannell 1-16-17

PC7 Colleen Griffin 1-16-17

PC8 Bruce Harrington 1-14-17

PC9 Ryan Scipione 1-16-17

PC10 Tom Minervino 1-16-17

PC11 Jen Borland 1-17-17
PC12 David Silk 1-17-17
PC13 Martha McEvoy 1-17-17
PC14 Christian MilNeil 1-17-17
PC15 Mary Davis 1-17-17
PC16 Mark Sengelnann 1-17-17
PC17 Lisa McLaughlin 1-17-17
PC18 Eugenia O'Brien 1-17-17
PC19 Meagan Smith 1-13-17
PC20 Marc Hodroff 1-20-17
PC21 Raelene Gardner 2-7-17
PC22 David Walter 1-21-17
PC23 Mihku PaulAnderson 2-8-17
PC24 Jackie Day 2-20-17
PC25 Kevin Regan 2-21-17
PC26 Bruce Harrington 2-20-17
PC27 Holly Hoffman 2-22-17

PC28 Shaun Donlin and Silvia Vasquez 2-23-17
PC29 Linda Dambrie 2-23-17
PC30 Richard Michel 2.24.2017
PC31 Art McEvoy 2.14.207
PC32 Angela Wheaton 02.27.2017
PC33 James Mooney 2-26-17
PC34 Janet Page 02.26.2017
PC35 Colleen Griffin 2-27-17
PC36 Eugenia O'Brien 2-27-17
PC37 Xiao Jun Huang 02.28.2017
PC38 Linda Dambrie 02.28.2017
PC39 Michael Archibald 2-28-17
PC40 Dan Koloski 2-28-17
PC41 Carolyn Claiborn 2-28-17
PC42 Lisa McLaughlin 2-28-17
PC43 Public Comments Submitted 05.05.2017

PLANNING BOARD REPORT ATTACHMENTS

1. Traffic Review (Tom Errico) 02.23.2017

APPLICANT'S SUBMITTALS

- A. Cover Letter (from Will Savage of Acorn Engineering, Inc., 03.30.2017)
- B. Zoning Map Amendment Application
- C. Project Narrative
- D. Purchase and Sale Agreement
- E. Non-Conforming Lot Summary
- F. Architectural Design Examples
- G. Neighborhood Meeting
 1. Camelot - Neighborhood Meeting Certification_2-1-17
 2. Camelot - Neighborhood Meeting Letter_1-6-17
 3. Camelot - Neighborhood Meeting Minutes_1-31-17
 4. Camelot - Neighborhood Meeting Sign-In Sheet_1-24-17
- H. Ecological Habitat Assessment Report, by Verdanterra
- I. Housing Attainability Summary, by Camelot Holdings, LLC
- J. Camelot Farms Presentation, dated 4.6.17
- K. Draft Easements Language
 - K1. Draft Public Access Easement -- 1700 Westbrook -- 30' wide along river
 - K2. Draft Public Access Easement
 - K3. Draft Open Space Easement -- 1700 Westbrook -- 250 Feet of River
 - K4. Draft Open Space Easement -- 1714 Westbrook -- 250 feet of river
- L. Traffic Report

PLANS

- Plan 1 Existing Conditions
Plan 2 R-3 Open Space Concept Aerial Site Plan, C-11
Plan 3 R-3 Full Buildout Concept Aerial Site Plan, C-12
Plan 4 R-2 Full Buildout Concept Aerial Site Plan, C-21
Plan 5 R-1 Full Buildout Concept Aerial Site Plan, C-31
Plan 6 R-5a Open Space Concept Aerial Site Plan, C-41
Plan 7 Ex-2 Parcel Exhibit, Dated 2.14.17
Plan 8 Zoning Exhibit
Plan 9 Zoning Change Map



Shukria Wiar <shukriaw@portlandmaine.gov>

1700 Westbrook Street - Camelot Farms - Initial Traffic Comments

Tom Errico <thomas.errico@tylin.com>

Thu, Feb 23, 2017 at 4:43 PM

To: Shukria Wiar <shukriaw@portlandmaine.gov>

Cc: Katherine Earley <kas@portlandmaine.gov>, Jeremiah Bartlett <JBartlett@portlandmaine.gov>, Lauren Swett <lswett@woodardcurran.com>, Jeff Taring <jst@portlandmaine.gov>

Hi Shukria – I have reviewed the application materials and offer the following traffic comments as it specifically relates to the rezoning proposal. My comments focus on the traffic implication of the rezoning request and items that would be reviewed during the site plan permitting process.

- The key traffic issue related to the rezoning of the subject property is the increase in trip generation expected with the change. According to application materials, under current zoning (R1), 83 residential units can be construction. With full build-out of the property under the proposed zone (R3), 166 residential units could be construction. The applicant has provided plans that note construction of 100 residential units. Accordingly, the zone change would be expected to add traffic levels above current zoning requirements by 17 residential units. (Although a maximum increase could be 83 residential units, this level of development may not be possible given site constraints). During the worst-case peak hour trip generating scenario, the increase in 17 residential units would correlate to an additional 17 vehicles entering and exiting the project site during the PM peak hour (under the current application proposal). In my professional opinion, this level of traffic increase would not have a significant impact on traffic operations and therefore the zone change would not be expected to have a significant impact on traffic conditions.
- Whether under current zoning and the construction of 83 residential units or under the rezoned scenario with 100 residential units, the following traffic issues/requirements would be considered during site plan permitting.
 - The applicant has provided a traffic study and the general content of the study is appropriate and would be used during the site plan review process.
 - Traffic conditions would be reviewed at the Congress Street/Westbrook Street intersection. Current traffic congestion would likely require mitigation improvements.
 - A traffic speed study along Westbrook Street would likely be required with recommendations on addressing specific vehicle speed issues an recommendations.
 - Intersection/Driveway design conditions including sight distance, driveway separation, and geometric features would be reviewed.
 - A pedestrian and bicycle facility analysis would be expected within the vicinity of the project.
 - Crash data would be reviewed in the vicinity of the project and for locations that are determined to have deficiencies, the applicant would be expected to mitigate problems.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate

2/24/2017

City of Portland Mail - 1700 Westbrook Street - Camelot Farms - Initial Traffic Comments

Traffic Engineering Director

TYLIN INTERNATIONAL

12 Northbrook Drive

Falmouth, ME 04105

207.781.4721 (main)

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207.400.0719 (mobile)

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"One Vision, One Company"

Please consider the environment before printing.

Arthur F. McEvoy
89 Partridge Circle
Portland ME 04102-1632
(207) 773-4738

January 11, 2017

Shukria Wiar, Planner
Planning Division
City Hall, 4th Floor
389 Congress St.
Portland, Maine 04101

re: Application ID#2016-282

I am commenting on the application to rezone property at 1700 Westbrook Street, Portland from Residential R1 to Residential R3.

I would like to be on record as in opposition to this application.

This 45 +/- acre parcel is, I understand, the largest undeveloped tract of land remaining in Portland. The Residential R-1 designation was originally assigned to these properties to establish and maintain the pastoral/residential character of this neighborhood. It seems that any time a developer(s) comes forward with a proposal to change, not add to and enhance, the established character of an area or neighborhood, the amendment is approved without recourse. This zoning amendment application, if approved, will allow the developers to proceed with the construction of 97 (their estimate) single family homes, increasing the density of Stroudwater Village from 270 homes to 367 and adding an additional approximately 150 vehicles to the traffic flow, using 1.5 vehicles per household. If this application by Camelot Holdings is approved Stroudwater Village will never be able to be described as pastoral/residential again. The strong history of this neighborhood having served as the founding village of Portland and the source of His Majesty's masts will be forever lost.

In the two Stroudwater Village Association meetings that I have attended regarding this application I have inquired of the "representative of the developers", Michael Barton, about the developers identification and about their credentials as they relate to their history of construction of similar projects. He has steadfastly refused to respond. I, and others, have serious concerns about the experience and financial

capacity of this development group, whomever they are. Neither the city nor the residents of Stroudwater Village wants a partially completed and abandoned project for lack of resources.

A higher and preferred use of this property is to place it into use as a public recreational area for cross country skiing, track and as an extension of the existing Portland Trail, the trailhead for which is directly across the street. A citizen group is currently exploring financing options for securing this land parcel.

I strongly recommend that the Planning Board not pass their approval of this application along to the City Council.

Sincerely,

Arthur F. McEvoy



Shukria Wiar <shukriaw@portlandmaine.gov>

1700 Westbrook St

Mark Sengelmann <mark@alphaarchitects.com>
To: shukriaw@portlandmaine.gov

Wed, Jan 11, 2017 at 10:58 AM

Hi Shukria,

Can you send me a link to the documents for 1700 Westbrook St.?

I live on Stroudwater Rd in Portland.

In early December I attended a presentation of the subdivision plan for the Roger's property on Westbrook St in Portland.

I've been thinking of this proposal a lot and I wanted to give you some feedback.

I was disappointed with the 'squeezed out of a tube' design. Rezoning to smaller lots is a bad idea in my opinion.

I brought up the idea of Cohousing at the meeting with the developer.

<http://www.mainecohousing.org/available/available.html>

Note how the buildings are staggered so that no one is looking directly into another residence.

- Parking is merged for efficiency.
- A very wide number of unit types and price ranges.
- Common open Space and a Community Center for large gatherings.
- I believe that this thoughtful use of the Roger's property will be supported by the neighborhood.

<http://www.peterboroughcohousing.org/content/site-plan>

I am opposed to the banal uniformity of traditional subdivisions that have filled in the farmland in Gorham in the past and present.

I hope this tacky-tacky design does not come to the Stroudwater Village.

1/13/2017

City of Portland Mail - 1700 Westbrook St

17 Chestnut Street
Portland, ME 04101-2211
(207) 761-9500
fax 207.761.9595
cell 207.671.4110
mark@ALPHAarchitects.com

Maine, New Hampshire and Massachusetts Licensed Architect

ALPHAarchitects.com

Google Groups

Statement from Stroudwater Village Association regarding proposed zone change at 1700 Westbrook Street (Camelot Farms property), January 2017

Stroudwater Village Association Board of Trustees <stroudwatervillageassociation@gmail.com> Jan 16, 2017 10:40 AM
Posted in group: **Planning Board**

Hello Planning Board, please find below a statement from the Stroudwater Village Association regarding the proposed rezoning of the Camelot Farms property. Please submit it to the record. Thank you.

-Dan Koloski, SVA President

Statement from Stroudwater Village Association regarding proposed zone change at 1700 Westbrook Street (Camelot Farms property), January 2017

Based on what the SVA and area residents have learned so far about potential development plans for the 45-acre 1700 Westbrook Street property, the Stroudwater Village Association does NOT believe a zone change from R-1 to R-3 is appropriate at this time, and request that the Planning Board deny the request to allow for more discussion about the highest and best use of the property.

It's important to note that we have appreciated the willingness of the proposed buyer/developer to work with area residents, and hope to come back to the Planning Board with a combined proposal that reflects continued discussions. A revised proposal may have different zoning implications, which is partially why we recommend against this change.

Mostly we are recommending against this change at this time because the current plan of record on which the zone change is based is not the right approach, and we believe a different starting point is needed. Specific resident concerns about the plan and zone change at this point include:

- * Too much development volume. The proposal for ~96 single family homes would effectively double the number of homes on the stretch of Westbrook Street from Congress St. NW to the Westbrook line (currently there are ~110 homes in primarily R-1 and R-2 zones along Westbrook Street). There are meaningful questions about the downstream effects of a doubling of development in the area on traffic conditions on already-overcrowded Westbrook Street, the environmental status of the already-urban-impaired Stroudwater River and the existing abutting and nearby residents. — Action: The SVA has already requested alternatives from the developer that would involve numerically far less homes (more like in the 30-40 range, similar to the scale of the very successful River's Edge and Tide Mill developments). In addition, there are potentially higher-density cohousing options that could be explored to reduce land footprint. We would like time to work with the developer on alternative options.

- * Unclear project viability. The project as proposed does not feel thoroughly vetted at this point and there is concern that the result will be a "half-done" project. For example, currently, the proposal includes a substantial number of homes (30-40) that are situated quite close to the Maine Turnpike and its attendant noise, which existing residents believe will be non-viable for prospective buyers. Similarly, a substantial portion of the lot is unbuildable due to riverfront protection zone (RPZ) and floodplain concerns, and resident experience shows that some of the areas proposed for development may be at-risk. Third, we have received only a limited amount of information as to the previous experience of the development team.

- Action: The SVA would like to understand how any development would address noise concerns from the Maine Turnpike.

- Action: The SVA would like to see a plan that includes an overlay with an accurate assessment of both existing RPZ zoning and floodplain analysis.

- Action: The SVA and area residents have also requested the development backgrounds/bios of the (silent) limited partners in the project, as the (visible) partners appear to lack the experience for a project of this scale and complexity.

- * Missed opportunity to do something better. Camelot Farms is the largest remaining parcel of open space in Portland, and sits on the Stroudwater River, which remains one of the few areas of Portland with meaningful wild natural amenities, flora and fauna. Existing access to the Stroudwater River and Fore River Sanctuary via Portland Trails and small watercraft is a wonderful, non-intrusive experience. The developer is proposing public access to some of the land via a partnership with Portland Trails (and the SVA very much applaud this ideal!), but the proposal has limited the undeveloped land to the largely unbuildable wetlands in the RPZ. We would like the developer to think about doing something even bigger in the area of conservation and access. There are numerous opportunities for partnership with

organizations in farming, outdoor recreation, land trusts and conservation/environmental organizations to create something very special in this location that would be a gem in Portland's crown. Those conversations are ongoing, but early, and require time to unfold.

– Action: The SVA has asked the developer to provide partial buyout options for additional portions of the parcel that might be better suited to conservation and similar efforts.

As stated above, we have appreciated the opportunity to work with the developer so far on early exploration of possible uses for the parcel. And we would like to continue to do so. However, a preemptive decision to rezone the entire 45 acres to R-3 would render many of the conversations impossible, and we believe the proposal on which the rezone request is based is the wrong starting point for this conversation.

As such, the Stroudwater Village Association does NOT believe a zone change from R-1 to R-3 is appropriate at this time, and request that the Planning Board deny the request to allow for more discussion about the highest and best use of the property.

The Stroudwater Village Association is a Maine Non-Profit corporation. All residents of Stroudwater are members and invited to participate in all of our activities.

Find us on the web at <http://www.stroudwatervillage.org> and <http://www.livinginportland.org/stroudwater.htm>
Find us on Facebook at <https://www.facebook.com/StroudwaterVillageAssociation>

Google Groups

Deny Camelot Farms Rezone

Angela J. Wheaton <angelajwheaton@yahoo.com>

Jan 16, 2017 1:46 PM

Posted in group: **Planning Board**

Dear Portland Planning Board,

As a resident of the Stroudwater neighborhood, I ask that you deny the zoning conversion request re: the Camelot Farms property. As you know, the property is the last open farmland in the city, and is currently zoned in keeping with that use. Rezoning from R-1 to R-3 is a significant change, is not consistent with neighboring properties, and will result in widespread impacts to this part of our city. Changes such as this should be carefully studied from all perspectives, work that I do not believe has yet been done.

I greatly appreciate your thoughtful review and consideration of this proposal as well as your inclusion of neighboring residents in the process. I strongly urge you to deny this request in favor of a more comprehensive plan that would take the entire area and all options into consideration.

Thanks for your time and consideration. Sincerely, AJW

Angela J. Wheaton 30 Partridge Rd. Portland, ME 04102

Google Groups

Camelot Farms proposal to change zoning from R-1 to R-3

Sandy Beal <luckymainer@gmail.com>

Jan 16, 2017 2:18 PM

Posted in group: **Planning Board**

Hi all,

My wife and I understand that the current zoning is R-1 and we are of the opinion that the developer should comply with the current zoning. We understand that the green space near the river is not developable by nature of the topography, et al., and we see no reason why the PB should support a zoning change to R-3 just so that the developer can have an opportunity to make (more) money with a higher density project. If the project can't be profitably developed within R-1 zoning from the developer's standpoint, we see that as the developer's problem. This area of Stroudwater is single-family residential, and those who have settled nearby may have relied on the zoning to be R-1, and it should be kept that way.

Alexander (Sandy) and Joan Beal
37 Old Mast Rd.
Portland, ME 04102

Google Groups

Concerned Neighbor

Michael Scannell <sohoinn@msn.com>

Jan 16, 2017 8:32 PM

Posted in group: **Planning Board**

To whom it may concern,

I am writing on behalf of myself and family of 5 from 121 Partridge Circle. We live in one of the 8 homes in the Stroudwater Woods Association, and our home is abutting the Camelot site. We have been anxious to vocalize our disappointment of the development of the Camelot property. We have been blessed with the views of rolling hills and cows for over 12 years.

We understand the development of the property, but want it to be known there is **no way** the land should be changed from a R1 to a R3 zone. We purchased our homes (myself and my neighbors), with the comfort of privacy and buffers between them. R3 would put homes in our close proximity, a buffer of R1 is one of the main reasons we purchased at this location, and we feel that should be respected. As one of the largest neighboring abutting homes, our loss of privacy and views should be taken into consideration. Camelot Holdings, LLC is trying to take this away from us, and our hopes is that you will not let it happen.

I am disappointed that I am not able to attend the meeting and express my concerns in person. This change in our backyard can not be allowed. Development yes, but under our existing zoning **ONLY**.

Other concerns are: length of time, earth moving (dust), etc.

Sincerely,

Michael Scannell

Google Groups

Zoning Change for 1700 Westbrook St

Colleen Griffin <colleen_griffin@msn.com>

Jan 16, 2017 9:19 PM

Posted in group: **Planning Board**

Dear Members of the Portland Planning Board,

My name is Colleen E. Griffin. I reside at 42 Penrith Road in the Stroudwater neighborhood. I write to you today to express my concern with the development of Camelot Farm located at 1700 Westbrook Street. I have several concerns with the purposed development of this beautiful lot of land.

1. **Traffic Concerns:** 96 homes condensed onto this property seems **outrageous**. What does 96 new homes mean for traffic flow up and down Westbrook St.? At this time, **without** the proposed 96 homes, it is a challenge to pull out of my street and on to Westbrook St. anywhere from 7:25 to 8:45am and again from 4:30 to 6:00pm. Penrith Road like most side streets in the area are dead-end streets. There is only one way out. If I happen to be traveling west from Westbrook toward Congress St. and need to make a left-hand turn onto Penrith Road, I stop traffic completely in the east bound lane as I look for a safe time to make that turn. I have on multiple occasions cringed when I hear breaks squeal as the cars behind me attempt to stop. 96 new homes could easily equal 200 more cars on this narrow stretch of road. What is the plan to keep our neighborhood safe? Widen the street? Add additional lanes and traffic lights to allow residents to safely pull out of their street? Would the very narrow sidewalks be widened from the city line to Congress St. for foot traffic?

1. **Pesticide and herbicide pollutants flowing into the Stroudwater River:**

This is a major concern. I currently hold a Private Applicator Pesticide License with the State of Maine. I have spent the last two years studying the issue of ground water contamination from residential use of pesticide and herbicides, causing algae blooms and destruction of the surrounding ecosystem. This property is covered with a considerable percentage of wetland. There is also a considerable downward slope towards the river. Once contaminated, the groundwater will be pulled by gravity into the slow moving Stroudwater River. With 96 new lawns to be installed and chemicals used to make every one green and beautiful, not to mention the pesticides that will be applied to keep the mosquitos at bay, a major algae bloom will be unavoidable. Destruction of the incredible ecosystem that so many of us enjoy will be imminent. This issue will not be contained to the Stroudwater River but will continue on to the Fore River and into Casco Bay.

1. **Green space in the city of Portland is disappearing at an alarming rate.** I frequently walk from my home to the entrance of Portland Trails. Walking past the wide-open space of Camelot Farm fills one with a sense of joy and peacefulness. I am grateful to live within walking distance of such a beautiful landscape. It is restorative in an increasingly chaotic world. Now, instead of being filled with peacefulness I will soon be witness to one of the last open green spaces in the city being ripped to shreds in the name of progress. What a shame.

I strongly urge the Portland Planning Board to keep the property at 1700 Westbrook St. a R-1 zone.

Thank you for your time.

Colleen E. Griffin

42 Penrith Road

Portland, ME

Sent from Mail for Windows 10

14 January 2017

To: City of Portland Planning Division
City Hall, 4th Floor
389 Congress St., Portland, ME 04101

From: Bruce L. Harrington
1618 Westbrook Street
Portland, ME 04102

RE: ID#2016-282 or CBL #229 A002001
Camelot Holdings, 1700 Westbrook Street

Subject: Opposition to rezoning from R-1 to R-3

Dear Shukria Wiar,

Article in Portland Press Herald dated 12.24.2016

Mr. Barton stated that the 45-acre parcel under current R-1 zoning with a minimum lot size of 15,000 sq. ft. could support approximately 100 homes. AS you know he has requested a zoning change to R-3 with a minimum lot size of just 6,500 sq. ft.

If the parcel will support 100 lots at 15,000 sq., Why would you rezone for 95 lots at 6,500 sq.

These small lots will create cluster housing as he said with all the homes built on the top 2/3 of the parcel along Westbrook and that 17 acres or 43% of the land along the river would remain preservation land or green space (undeveloped).

Isn't it more the point that these 17 acres are located in Flood Zone -C or Wetlands and placing it in Preservation status eliminates paying property taxes on that portion of the parcel that they can't build on but was purchased as a whole.

When viewing Camelot's site plan, I could not help but notice that house lots appear to be located in the direct path of deeded Right of Ways that run from Westbrook Street to the Stroudwater River and further. When will we be able to see an accurate plan for this parcel,

City of Westbrook has placed a six month moratorium on building to reevaluate the impact of cluster housing off Spring Street. I viewed that development recently and saw the impact that this development has on the landscape and would not want to look at that from my backyard.

I believe that If the City of Portland allows a change in zoning, that our property's will be devalued and I am opposed to radically changing the continuity of this safe and beautiful neighborhood.

R-1 zoning has made Stroudwater a place that people want to live and raise a family and it has worked out well.

I would like to make a request that the city do a traffic impact study on Westbrook Street. Almost every weekday during morning commute, the inbound traffic is backed up past my house at 1618 Westbrook St. to Congress St.

This development will add a minimum of 100-200 vehicles onto Westbrook St. Most probably working in the City of Portland.

Today we received a letter from Camelot Holdings for a meeting at the Baptist Church on the 24th. This raises flags as to their true intentions for this parcel and that they want desperately for us to support the rezoning to R-3.

In closing, I oppose the zoning change from R-1 to R-3.

Thank You for your attention in advance,

Bruce L. Harrington



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Camelot Farm Development

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
 To: Jennifer Munson <jmy@portlandmaine.gov>

Tue, Jan 17, 2017 at 10:24 AM

----- Forwarded message -----

From: **Ryan Scipione** <ryan@mjmacaluso.com>
 Date: Mon, Jan 16, 2017 at 1:23 PM
 Subject: Camelot Farm Development
 To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>

Dear Ms. Wiar,

My name is Ryan Scipione, and I am resident of City Council District 3, as I live and own the home at 45 Machigonne Street, within the Rosemont Neighborhood. I am writing to you to express my support for the proposed Camelot Farm Residential Development, and urge you and the members of the Planning Board to move forward with the necessary zoning adjustments to make possible the development that has been thoughtfully proposed for the Camelot Farm land.

From the information that has been currently available to date, the Proposed Camelot Development is a welcome enhancement to the property and our district as a whole. When I first was made aware of what is being proposed, it very quickly reminded me of the composition of my own neighborhood, where neighbors are close in relationship, encouraged by closeness in physical distance. Such neighborhoods where families or individuals own homes with modest land plots, inherently take pride in their own properties, and are outside maintaining and enjoying them. This produces not only uniquely beautiful properties, but neighbor-to-neighbor conversations (whether over a flower planting, ball playing, snow shoveling, or lemonade drinking). This yields what makes a great neighborhood; beauty, closeness, and uniqueness. I know when I look around my neighborhood, the home ownership varies across the spectrum, we have residents who have lived there for 25+ years and their children who grew up there now have children of their own who visit. There are young families with children just starting out in the Portland School system, and there are even younger professionals who have recently moved in and are looking to stay for quite a long time, and that reason is very likely because of the type of the neighborhood that we live in. — The kind of neighborhood we need more of! A neighborhood where properties are respected, neighbors are close, and residents look out for one another.

On that note, it is no secret that we need more housing in Portland. To use my neighborhood again as an example, specifically my very street; three houses on my street were sold and purchased within the past year or so, and none of them even had to post a sign on the lawn. I know two of the three did not even make it to the public market and were sold within a week of the previous owners reaching out to real estate agents. —That is unbelievable! And is a clear sign of the need and desirability for neighborhood housing like is being proposed for Camelot Farm.

The Camelot Development is exciting in that it embodies so many goals of the City's Comprehensive Plan. From the development of clear orderly growth, via organized lots naturally derived from existing nearby infrastructure and amenities, to respecting green space and waterfront areas. Certainly the development of this neighborhood would be an economic promotion to the City of Portland. Beyond the additional taxable real estate, the neighborhoods planned location is incredibly attractive as it is within easy striking distance to Downtown via congress street, is right around the corner from the Jetport, and is within close proximity to small and large businesses alike, from yoga studios and child care facilities, to insurance and grocery/retail giants.

With Camelot Development's proposed diverse housing, it suggests that varied decent housing will be provided, creating opportunities for diverse residents, in the historic spirit of Portland. Additionally, the proposed maintenance, respect, and enhancement of greenspace and the Stroudwater River waterfront, with the possible addition/ connection to the Portland Trail system, certainly embodies many of the goals laid out in the Comprehensive Plan. For me, this is an appealing prospect, as the proposed development is between two of my favorite city trail areas; Fore River Sanctuary and

Stroudwater Trail.

I want to thank you for your time, and I know that you and members of the Planning Board understand the many positive aspects that a Development like that which is being proposed for Camelot Farm will bring to the City of Portland. It is more of this "good" that we need and want, and I support development that will bring this, and trust you will as well.

Respectfully,

Ryan Scipione, AIA, ARA

Partner, Architect

MJM+A architects

Email: Ryan@mjmcaluso.com

ME, NY, VT Licensed Architect

Portland

46 Romasco Lane

Portland, ME 04101

Phone: [207.619.7466](tel:207.619.7466)

www.mjmaarchitects.com

--
Shukria Wiar, Planner

Planning Division

City of Portland 389 Congress Street

Portland, ME 04101

Ph: 207.756.8083

Fax: 207.756.8258



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Camelot Farm development

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Tue, Jan 17, 2017 at 10:24 AM

----- Forwarded message -----

From: **Tom Minervino** <tom.minervino@gmail.com>
Date: Mon, Jan 16, 2017 at 4:15 PM
Subject: Camelot Farm development
To: shukriaw@portlandmaine.gov

Dear Ms. Wiar:

I am writing to support the proposed Camelot Farm residential development project on Westbrook Street in the Stroudwater neighborhood. I live at 60 Starbird Road in Portland with my wife and three young sons. It's a great neighborhood with a mix of young couples, families with kids, and retirees. Kids can ride bikes and residents help elderly neighbors shovel their walkways and driveways. It's very similar to the neighborhood I grew up in in Libbytown and is exactly what my wife and I were looking for when we bought a home several years ago.

The Camelot Farm plan calls for this type of traditional neighborhood, which Portland, with its growing demand for housing, desperately needs. So much of the recent residential development in Portland has been geared toward high-end, urban condominiums that aren't affordable or practical for most. Camelot Farm is different, proposing modest lots, green space and a walkable, environmentally responsible neighborhood that adds nearly 100 units of much-needed housing, as called for in the city's Comprehensive Plan.

Both my grandfathers built homes in Portland for their young families decades ago – one in Back Cove and the other in Deering Center. They lived in those homes for over 30 years and their neighbors became their lifelong friends. I am still close with friends I made at Longfellow Elementary School and Lincoln Middle School. I think the sense of camaraderie that's built in traditional neighborhoods, where kids can gather for wiffle ball games and adults get together for barbecues, leads people to take pride in their homes, community, schools and city. Camelot Farm is one of the last spaces within the city bounds where a neighborhood like this can be created, so I hope Portland doesn't miss out on this opportunity.

Sincerely,
Tom Minervino
(207) 831-3634

Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258



Jennifer Munson <jmy@portlandmaine.gov>

Camelot Farms

1 message

Jen Borland <jen.robinson.borland@gmail.com>
 To: shukriaw@portlandmaine.gov, planningboard@portlandmaine.gov
 Cc: stroudwatervillageassociation@gmail.com

Tue, Jan 17, 2017 at 11:35 AM

Planning Division
 City Hall, 4th Floor
 389 Congress Street
 Portland, Maine 04101

I hope you will take the time to read and consider the following:

As a Portland native, I have witnessed the transformation of our beautiful city by the sea over the last few decades. The redevelopment of downtown as a thriving business and arts district, renovation of older and addition of new housing for people of all income levels throughout the city, investment in the colleges and universities, and land conservation efforts have greatly improved Portland. The development of Camelot Farms on Westbrook Street could be an opportunity to continue in the right direction. As a Stroudwater resident I have questions and concerns about the possible re-zoning of the property. It is my understanding that the proposal to change from R-1 zoning to R-3 zoning is to allow for 96 homes to be built on the 45 acres of land abutting the Stroudwater River and the Maine Turnpike.

I believe this is one of the largest remaining undeveloped tracts of land in the city. Land conservation has been tremendously popular and positive in recent years. I have witnessed the transformation of many of our city's greenspaces; most recently the reclamation of Capisic Pond Park. To see so many families and their pets enjoying the outdoor recreation spaces year round is wonderful. It seems to me that there is an opportunity to do more with this space than build housing, a chance to conserve nature and provide outdoor public space. Public access to more greenspace and the river for recreation purposes would be appreciated by so many. I would love to have more places in Portland to take my Girl Scout troop skating, cross-country skiing, kayaking, and spending time enjoying and observing nature.

The addition of this many single-family homes in one of the most desirable areas of the city would surely add a great number of children to our public schools. Plans for a new school to replace Hall School have been approved and construction will begin soon, will the new school be large enough to absorb the additional students from a development this size? And King Middle School and the public high schools? Besides the school buildings, will the busses have capacity or will additional busses be needed?

The increased traffic is of great concern. Adding nearly 100 homes to the neighborhood would approximately double the number of homes between Congress Street and the Westbrook-Portland line. The traffic volume would undoubtedly increase. Morning traffic on Westbrook Street is heavy currently; pulling out of driveways or side streets often requires a very long wait. Adding 100 - 200 drivers to morning traffic would inevitably congest traffic further. How would this be mitigated? What additional costs will be incurred (paving, plowing, signage, etc.)? How will this be funded?

I also wonder about the viability of the development. Will homes so close to the noise of the Turnpike be desirable enough to sell? Could this end up being an unfinished development or a street with vacant homes? Vacant homes can be an "attractive nuisance." Most residents in our area are aware that there are people living in the Fore River Sanctuary, on land

adjacent to the Turnpike, under Veterans' Bridge, and in other places nearby. Would vacant or unfinished homes attract squatters and the costs and issues that can follow?

At this time, I hope the Planning Board will not change the zoning at this time so there can be more time for discussion about the best use of the property. There are many questions to be answered and ideas to be considered before a final plan should be set in place.

Thank you.

Jennifer Borland
1473 Westbrook Street
Portland, Maine 04102
207-671-0037
jen.robinson.borland@gmail.com

Director of Investor Consulting Services

Education & Training Development

SPECTRUM Enterprises

(207) 805-0025 direct
(207) 767-8000 ext 206
(207) 767-1620 fax



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Camelot Farms PB Workshop 1/17

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
 To: Jennifer Munson <jmy@portlandmaine.gov>

Tue, Jan 17, 2017 at 12:12 PM

----- Forwarded message -----

From: **David Silk** <DSilk@curtisthaxter.com>
 Date: Tue, Jan 17, 2017 at 8:37 AM
 Subject: Camelot Farms PB Workshop 1/17
 To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>

Hi Shukria: I may have missed this but when I looked at the material in the PB packet regarding the Camelot Farm rezoning request, I did not see a map showing the location on the site of both the RPZ and Shoreland Overlay Zone. It would be helpful to see on the applicant's R-3 build out sketch the depiction on the sketch of both of these zones and to confirm that the applicant is not seeking to modify the location on the parcels of these two zones.

Also I have several questions that perhaps can be asked tonight at the workshop.

First, when the applicant compares the number of possible lots under R-1 to R-3, is the applicant taking into account the existing RPZ and Shoreland Overlay Zone? If not what would the count be when taking into consideration these two overlay zones?

Second, is new residential development permitted in either the RPZ or the Shoreland Overlay Zone?

Third, in looking at the zoning map, I notice the R-2 zone almost extends to the easterly side of the combined parcels. When was the R-2 put in place? What would be the number of lots permitted if Camelot Farms was rezoned from R-1 (min. lot size 15,000SF) to R-2 (min. lot size 10,000SF)? Looking at the purpose sections of R-1 and R-2 they appear to be the same.

To provide for low-density residential development characterized by single-family homes on individual lots in outlying areas

of the city and along traffic corridors with limited additional traffic capacity.

Camelot Farms is in an outlying area and along a traffic corridor. Has Tom Errico been asked to weigh in on the amount of additional traffic capacity for the relevant traffic corridors?

The R-3 purpose is bit different. It says:

To provide for medium-density residential development characterized by single-family homes on individual lots and also to provide

for planned residential unit development 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.

Given Camelot Farms is a substantially sized parcel, if rezoned to R-3, is it the developer's intent to proceed with a PRUD? What is the scale, character and style of the surrounding neighborhood? An overview may be helpful to get a sense of that.

Thanks for taking my questions. Please feel free to share with the PB and the applicant.

David Silk

1187 Westbrook St

Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258



Camelot Present Zoning.pdf

70K



Jennifer Munson <jmy@portlandmaine.gov>

Camelot Farm proposal to rezone

1 message

Martham3 <martham3@maine.rr.com>

Tue, Jan 17, 2017 at 12:12 PM

To: shukriaw@portlandmaine.gov, planningboard@portlandmaine.gov

Cc: stroudwatervillageassociation@gmail.com

One of the reasons I live in Portland is because of the vibrancy and diversity of the city. It is arguably the most diverse city in the state. It is a city composed of different types of neighborhoods and areas including but not limited to- our charming downtown Old Port, the apartment and multi story buildings in the evolving hip Eastern Prom area, the stately homes along the Western Prom, our more densely packed Northgate and Brighton Ave areas and our more rural and historic Stroudwater.

This diversity in neighborhoods and housing attracts all kinds of people to Portland.

There is an opportunity to do something with this land. It could be providing a different type of housing than we have in the area. It could be leaving the land as is. It could be combination of housing and recreational area (other than just the unbuildable part along the river that the current development proposes). It could even include a small area off of Westbrook St for neighborhood amenities (coffee? Small fitness center?). This opportunity should not be squandered for duplication of the type of housing that we already have plenty of in Portland and that fundamentally changes a neighborhood.

As an abutting owner and a Stroudwater resident, I oppose the rezoning from R-1 to R-3.

Thank you.

Martha McEvoy

89 Partridge Circle



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: 1700 Westbrook Street comments

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Tue, Jan 17, 2017 at 12:23 PM

----- Forwarded message -----

From: **Christian MilNeil** <c.neal.milneil@gmail.com>
Date: Tue, Jan 17, 2017 at 12:21 PM
Subject: 1700 Westbrook Street comments
To: "Shukria Wiar (shukriaw@portlandmaine.gov)" <shukriaw@portlandmaine.gov>
Cc: Stuart O'Brien <sgo@portlandmaine.gov>, William Savage <wsavage@acorn-engineering.com>, mark@alphaarchitects.com

Hi Shukria, Stuart and William,

Please accept this as a formal public comment re: 1700 Westbrook Street in advance of tonight's workshop.

While I welcome any addition of new housing in our city, I'm concerned that the auto-dependent tract housing model in this proposal (the only kind of housing allowed in the R-3 zone) is classic sprawl, and a huge missed opportunity for the site.

I'd appreciate it if neighbors, the developer and the planning board considered an alternative model – currently being employed with considerable success in Scarborough's Eastern Village and Dunstan Crossing subdivisions – to allow smaller lot sizes and a greater variety of housing types to create a more compact, walkable neighborhood with more open space preservation than would be possible in the current plan.

Here's a view of the current proposal, with 96 large lots dictated by the rules of the R-3 zone.





Clustered R-5a and B-1b zoning would allow the developer to build more units in a considerably smaller footprint, thus preserving more open space and reducing infrastructure cost. Besides reducing costs and increasing the number of potential home sales, more compact and walkable neighborhoods also reliably command a premium for each house on the market – not only for the residents of the development, but also for existing homeowners along Stroudwater Street. Lower costs and higher revenues, in turn, could make it possible for the developer to subsidize a greater number of affordable workforce units here.

The R-3 zoning under the planning board's consideration makes a walkable, mixed-use neighborhood illegal to build, and instead mandates a car-dependent suburb. The R-3 zone meets a pressing city need for more housing, but at the expense of other city goals, like reducing greenhouse gas pollution, reducing traffic, and preserving open space.

Now, maybe business-as-usual sprawl is what Stroudwater residents want, in which case, R-3 makes sense. But if the neighborhood is open to a more creative development, and the developer is open to selling more homes at a lower cost of development, then the city as a whole would benefit considerably from a clustered R-5a and B-1b zone instead.

More images of new urbanist mixed-use housing below. Speaking as one citizen, I'd much rather you legalize this kind of neighborhood instead of legalizing expensive tract housing. I have a hunch that the developer and neighbors might also prefer this.

Yours,
Christian MilNeil
45 Smith Street

[double u double u double u dot christianmilneil dot com](mailto:double_u_double_u_double_u_dot_christianmilneil_dot_com)

Eastern Village in Scarborough:



Serenbe, near Atlanta, GA:



Serenbe:



***Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258***

Mary Davis
1666 Westbrook Street
Portland, ME 04102

January 17, 2017

Shukria Wiar, Planner
Planning Division
City Hall, 4th Floor
389 Congress St.
Portland, Maine 04101

re: Application ID#2016-282

I am writing to convey my strong objection to allowing the high density development proposed for 1700 Westbrook Street. This developer is not proposing to follow the rules that have been set and are currently in place to protect the character of the neighborhood. Instead, the developer asks that the rules be changed to allow him to jump zones from Residential R1 to Residential R3. The purpose of the change request is to make greater profits for the developer.

I would be surrounded on three sides by five new houses. I have 30,000 square feet in my lot and understand the R3 requirement is only 6,500 square feet. That drastic a change does not mesh with the surrounding area and would totally ruin its rural character.

I hope the planning board rejects this application and gives the land a reprieve in the hopes that it can be saved from development. Remember, please, that this developer is not planning to follow the rules. Had the developer proposed housing in compliance with R-1 zoning, we would not have the same opportunity to gain time. Once gone, this natural land is gone forever.

The beautiful open field goes down to the tree line and the river. It provides a habitat for native plants which are necessary for native insects and caterpillars which are necessary for birds and reptiles. Now, there are owls and hawks and many varieties of song birds. There is also a habitat for mammals. I see coyotes and fox. If the high density development goes through, instead of land that benefits the whole environment, we will have dirty air from approximately 200 additional cars and the congestion they would cause. We will have fertilizer, pesticides and herbicides along with other pollution in the water. Casco Bay is already in trouble. Grass, instead of native vegetation, is sterile and cannot support the native

diversity of life. This development would be bad for the earth as a whole as well as the neighborhood.

Neighboring towns have seen the importance of land trusts saving both wild and farmland from development. The city of Augusta just announced the preservation of a piece of land. We are just beginning to discover the benefits to human beings from having natural, undeveloped land around them.

The zone change would be bad for all the residents of Portland. First, Portland is made of diverse neighborhoods which adds to the quality and charm of the city for all of us. The character of Stroudwater is rural. Second, all Portland residents can enjoy open space even outside our own small neighborhood. Canco Woods, Baxter Park, the Boulevard for example are good for all Portlanders. Third, residents of all neighborhoods should be able to count on public officials to protect them by enforcing zoning. I feel the responsibility of the board is to protect residents who rely on zoning rather than developers who want special treatment by changing the rules to help them make profits. Fourth, everybody loves the cows. They are a special feature of Portland.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mary Davis', written in dark ink.

Mary Davis



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: 1700 Westbrook Street comments.2

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
 To: Jennifer Munson <jmy@portlandmaine.gov>

Tue, Jan 17, 2017 a

----- Forwarded message -----

From: Mark Sengelmann <mark@alphaarchitects.com>
 Date: Tue, Jan 17, 2017 at 1:10 PM
 Subject: RE: 1700 Westbrook Street comments.2
 To: Christian MilNeil <c.neal.milneil@gmail.com>, Shukria Wiar <shukriaw@portlandmaine.gov>
 Cc: Stuart O'Brien <sgo@portlandmaine.gov>, William Savage <wsavage@acorn-engineering.com>

Shukria,

As a Portland architect and Stroudwater resident, I support Christian MilNeil's approach to creating a more desirable neighborhood in Stroudwater.

Turk and members of the Planning Board, I urge you to take a careful look at this property.

Mark

Mark Sengelmann
 NCARB Principal
 ALPHAarchitects
 17 Chestnut Street
 Portland, ME 04101-2211
 (207) 761-9500
 fax 207.761.9595
 cell 207.671.4110
 mark@ALPHAarchitects.com

Maine, New Hampshire and Massachusetts Licensed Architect

ALPHAarchitects.com

From: Christian MilNeil [mailto:c.neal.milneil@gmail.com]
 Sent: Tuesday, January 17, 2017 12:21 PM
 To: Shukria Wiar (shukriaw@portlandmaine.gov) <shukriaw@portlandmaine.gov>
 Cc: Stuart O'Brien <sgo@portlandmaine.gov>; William Savage <wsavage@acorn-engineering.com>; mark@alphaarchitects.com
 Subject: 1700 Westbrook Street comments

Hi Shukria, Stuart and William,

Please accept this as a formal public comment re: 1700 Westbrook Street in advance of tonight's workshop.

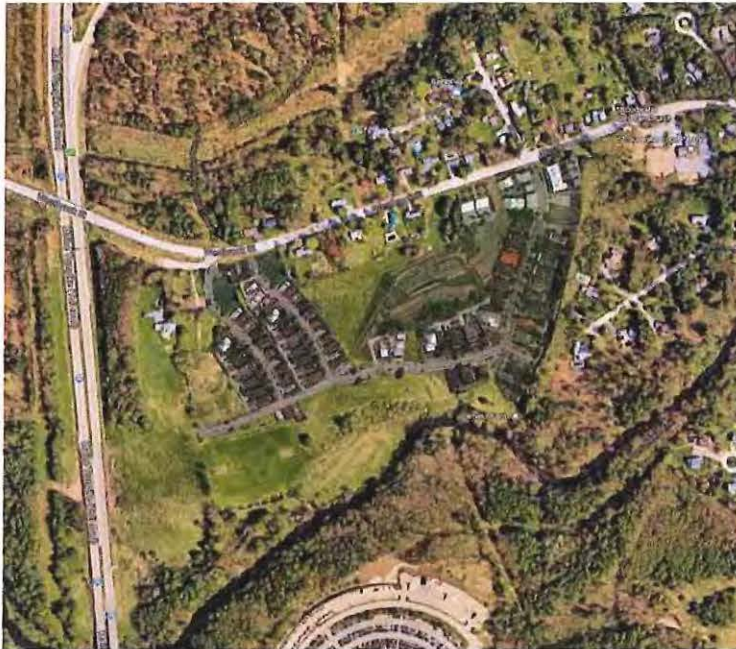
While I welcome any addition of new housing in our city, I'm concerned that the auto-dependent tract housing model in this proposal (the only kind of housing allowed in the R-3 zone) classic sprawl, and a huge missed opportunity for the site.

I'd appreciate it if neighbors, the developer and the planning board considered an alternative model – currently being employed with considerable success in Scarborough's Eastern ' and Dunstan Crossing subdivisions – to allow smaller lot sizes and a greater variety of housing types to create a more compact, walkable neighborhood with more open space present than would be possible in the current plan.

Here's a view of the current proposal, with 96 large lots dictated by the rules of the R-3 zone.



And here's a view of what might be possible with a mix of R-5a and B-1b zoning, to allow (for instance) 75 single-family homes on smaller, clustered lots, 24 units in slightly duplex buildings, and 10-12 townhouse units in mixed-use buildings near the intersection of Swan Street, where 2-3 small retail units could accommodate neighborhood-oriented businesses, reduce the number of automotive trips made for daily errands. The rest could be preserved as public open space or community gardens/farmland with the ROS zoning designation:



Clustered R-5a and B-1b zoning would allow the developer to build more units in a considerably smaller footprint, thus preserving more open space and reducing infrastructure cost. Besides reducing costs and increasing the number of potential home sales, more compact and walkable neighborhoods also reliably command a premium for each house on the market not only for the residents of the development, but also for existing homeowners along Stroudwater Street. Lower costs and higher revenues, in turn, could make it possible for the developer to subsidize a greater number of affordable workforce units here.

The R-3 zoning under the planning board's consideration makes a walkable, mixed-use neighborhood illegal to build, and instead mandates a car-dependent suburb. The R-3 zone meets a pressing city need for more housing, but at the expense of other city goals, like reducing greenhouse gas pollution, reducing traffic, and preserving open space.

Now, maybe business-as-usual sprawl is what Stroudwater residents want, in which case, R-3 makes sense. But if the neighborhood is open to a more creative development, and the developer is open to selling more homes at a lower cost of development, then the city as a whole would benefit considerably from a clustered R-5a and B-1b zone instead.

More images of new urbanist mixed-use housing below. Speaking as one citizen, I'd much rather you legalize this kind of neighborhood instead of legalizing expensive tract housing. I have a hunch that the developer and neighbors might also prefer this.

Yours,

Christian MilNeil

45 Smith Street

double u double u double u dot christianmilneil dot com

Eastern Village in Scarborough:



Serenbe, near Atlanta, GA:



Serenbe:



No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7996 / Virus Database: 4749/13769 - Release Date: 01/14/17

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*Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258*



Jennifer Munson <jmy@portlandmaine.gov>

Deny Rezoning of Camelot Farms/Stroudwater Village

1 message

Lisa McLaughlin <torrey@maine.rr.com>
To: planningboard <planningboard@portlandmaine.gov>

Tue, Jan 17, 2017 at 1:42 PM

Dear Portland Planning Board members,

I strongly and respectfully ask that you deny the rezoning request for the Camelot Farms property.

I am a resident of Partridge Road in the Stroudwater Village neighborhood, and am very concerned about the potential impact to our area of Portland. As you know, the property is the last open farmland in the city, and is currently zoned in keeping with that use. Rezoning from R-1 to R-3 is a significant change, inconsistent with neighboring properties.

Please consider supporting a plan that better supports open space and ecological/environmental needs.

Thank you for your thoughtful review and inclusion of neighboring residents in the process.

Again, I strongly urge you to deny this request in favor of a more comprehensive plan that takes the entire area and all options into consideration.

Sincerely,

Lisa McLaughlin
30 Partridge Rd.
Portland, ME 04102

RICHARD R. FARNSWORTH

55 OLD MAST ROAD

PORTLAND, MAINE 04102

Ms. Boepple, Chair

Portland City Planning Committee

Re: Camelot Farms

Dear Ms. Boepple:

I have assumed a relatively low profile in the course of the recent few months primarily because I not only have my hands full as a member of the Education and Cultural Affairs Committee of the legislature but because I was hoping that some acceptable resolution could be reached between the neighbors that are more directly affected and the developers. Unfortunately the latter does not seem to be in the offing.

As a resident of Stroudwater for nearly 25 years I have driven past Camelot Farms many thousands of times and admired the cattle that were pasturing there or the many turkeys that sometimes caused to come to a halt on Westbrook St. While I certainly understand the family's right to sell the property at a fair market value, I was disappointed that the developers that wish to purchase the land have proposed development that would, as I see it, not only have a negative impact on the environment but would create an enormous traffic burden on Westbrook St., a street that is already feeling the pressures of the large development on String St. in Westbrook. This issue alone seems to place a large CAUTIONARY FLAG on the project.

At this point in time I believe that changing the zoning to accommodate this type of development would not be wise for either the neighborhood or the environment. What we need is a more balanced type of development or the setting of this property aside for environmental and recreational purposes.

Thank you for considering this input into this increasingly complex situation.

Sincerely:

Richard R. Farnsworth

Representative

House District 37

Google Groups

Camelot Farm

Brian Batson <bbatson@portlandmaine.gov>

May 9, 2017 9:26 AM

Posted in group: **Planning Board**

Ms. Boepple and members of the Planning Board,

I am writing in regard to the potential vote tonight on the rezoning of Camelot Farms. Unfortunately I do not believe I will be able to attend the meeting as I am obligated to my Health and Human Services meeting at a conflicting time. As an elected leader, I am obligated to represent my constituents to the very best of my abilities and be a vessel of communication for the concerns of the neighborhoods. I have been pleased to see the improvements made on the part of the developer by working with the neighborhood and incorporating ROS into the plan. I would feel comfortable saying the plan today is demonstrably better than it was day 1. With that being said, at this time I cannot support the plan as is presented. For myself, it greatly comes down to the risks not outweighing the benefits. Potential environmental impacts cannot be excluded, no matter how diligent a developer states they plan on being. I recently walked the farm land and was surprised at the consistently steep and uneven topography which is not depicted in any arial shot I have seen-inducing even further cause for concern regarding runoff into the Stroudwater River. In addition, the US Fish & Wildlife Services has this land listed as high value habitat for grassland as I observed many animals grazing the land as I walked it. These are concerns associated with development in general, which I understand may not be fair or realistic for some from a planning perspective. In an ideal world I would love to see this land preserved, that may not be the most feasible expectation with the family having the right to sell to whomever they please. However, early in the process I reached out to Maine Farmland Trust and the Land Bank regarding this parcel and both expressed interest in conservation if some supplemental funding could be facilitated. That is a conversation I would be interested in continuing if this plan does not go through. If the land is to be developed, I speak for myself and many I represent in saying there is serious concern with the volume of homes being proposed. The price range targeted for these homes, on the lot size they're on, is drastically higher than any young professional family I know would be able to afford. If the plan were unable to come to fruition anyone could come buy out the land and be able to build on R3 without the work and communication this current developer utilized. Unsustainable Traffic volume and the safety of commuters on an already overwhelmed road is a factor I hope will be carefully observed by any making decisions regarding this buildout. I commend the efforts on both sides of communication between the developer and residents. I thank you all on the Planning Board for your numerous workshops and your patient attentiveness in listening to the concerns of the neighborhood. At this time I believe land conservation or a more conservative development reflective upon the neighborhood would be the best avenue for the residents of Stroudwater. Thank you for your time.

Respectfully,

Brian Batson
Portland City Council District 3
bbatson@portlandmaine.gov
www.brianbatson.org
(207) 632-0247

Dear Chairperson Boepple,

We are concerned that the Planning Board's process of reviewing Camelot Holdings LLC's ("Camelot Holdings") request to rezone 1700 Westbrook Street is not meaningful. To the contrary, the process appears to be arbitrary and capricious. Indeed, it appears to be inconsistent with the goals of encouraging orderly growth and development in appropriate areas of our community and of preventing sprawl and development in flood plains. Moreover, it does not appear to be mindful of protecting critical natural resources, agricultural resources, and outdoor recreation opportunities. The most recent example that illustrates our concern involves the Planning Board's failure to follow through on one of its requests to Camelot Holdings.

1700 Westbrook Street is the last large, undeveloped parcel of land in Portland. It is a 44-acre farm nestled against the Stroudwater River. Approximately 15 of those acres lie within the flood plain of the river. It is also surrounded by the community of Stroudwater which is zoned R-1. In general, the purpose of the city's zoning ordinances is to decrease congestion, prevent overcrowding of land, avoid undue concentration of population, and preserve the character of existing zones and the value of property therein. The purpose of the R-1 residential zone in particular is to provide lower density residential development in outlying areas of the city along traffic corridors.

On February 28, the Planning Board held a public workshop on the question of whether to grant Camelot Holdings' application to have 1700 Westbrook Street rezoned from R1 to R3. Assuming a rezoning to R3, Camelot Holdings had submitted a preliminary site plan which depicted 96 homes and green space which included a Shoreland Overlay Zone where building would be prohibited under any zoning designation. At the February workshop, the Planning Board requested that Camelot Holdings supply the Planning Board with plans which depict a build-out using an R1 zoning plan as well as an R2 zoning plan and which retain the same green space area shown in its preliminary site plan using R3 zoning. Michael Barton, the representative for Camelot Holdings, agreed to the Planning Board's request. Camelot Holdings failed, however, to honor the request and to submit the plans required by the Planning Board to reach a considered decision.

The Planning Board has not pressed Camelot Holdings for a response, and we are concerned that this indicates a lack of genuine interest in alternatives that better accommodate the purposes of zoning laws, plans, and ordinances. At this time, we ask that Camelot Holdings submit the plans which the Planning Board expressly requested and that the public have an opportunity to comment on those plans at a workshop before a public hearing and vote for rezoning occurs.

Sincerely,

Name: *Eva Frank* *Eva Frank*
Address: *100 Portland Circle*
Date: *5/5/17*

Cc: Shukria Wiar

Honorable Brian Batson

Dear Chairperson Boepple,

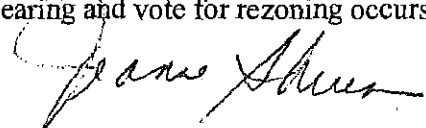
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Sincerely,



Name: JEANNE SHRUM

Address: 1405 WESTBROOK ST, PORTLAND ME 04102

Date: 4/30/2017

Cc: Shukria Wiar

Honorable Brian Batson

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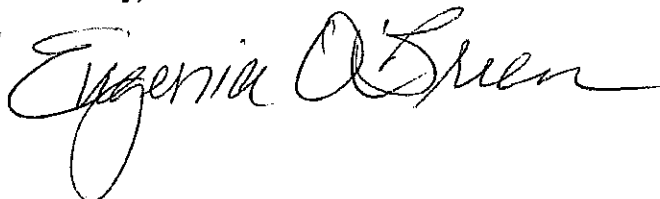
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Sincerely,

Name: *Engenia O'Brien*

Address: *1376 Westbrook*

Date: *4/30/17* *04102*



Cc: Shukria Wiar

Honorable Brian Batson

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Sincerely,

Name: XIAO JUN HUANG

Address: 18 SPAR LN. PORTLAND

Date: 05/3/2017

Cc: Shukria Wiar

Honorable Brian Batson

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Sincerely,

Name: Luis Millones
Address: 1375 Westbrook St
Date: 4/30/17



Cc: Shukria Wiar
Honorable Brian Batson

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Robert C. Chesebrough Sincerely,
Name: *Robert C. Chesebrough*
Address: *1353 Westbrook Street*
Date: *April 30, 2012*
rachese38@gmail.com

Cc: Shukria Wiar

Honorable Brian Batson

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Sincerely,

Name: *Kim W Wilson*
Address: *1364 Westbrook ST*
Date: *4/30/2017*

Cc: Shukria Wiar

Honorable Brian Batson

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H

Roger Hinchliffe
1221 Westbrook St.
Portland, ME 04102-1929

Date: May 2, 2017

Cc: Shukria Wiar
Honorable Brian Batson

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Karen Soderberg Hinchliffe

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Sincerely,

Name:

Arthur J. McEwen

Address:

89 Partridge Street, Portland

Date:

5/2/17

Cc: Shukria Wiar

Honorable Brian Batson

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Sincerely,

Martha B McEvoy

Name: Martha B McEvoy

Address: 89 Portridge Circle

Date: 5/1/17

Cc: Shukria Wiar

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Sincerely,

Name: *KIMBERLY KEENEY*
Address: *21 ROUNDABOUT RD PORTLAND*
Date: *5/3/17*

Kimberly Keeney

Cc: Shukria Wiar
Honorable Brian Batson

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Sincerely,

Name: Linda Lamb
Address: 1465 Westbrook St.
Date: 5/2/2017

Cc: Shukria Wiar
Honorable Brian Batson

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Sincerely,

Name: *Dail E. Hannon*
Address: *47 Roundabout Ln*
Date: *May 2, 2017*

Cc: Shukria Wiar
Honorable Brian Batson

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Sincerely,

Name: Andrea C. Hawkes
Address: 1181 Westbrook St.
Date: 1 May 2017

Andrea C. Hawkes

Cc: Shukria Wiar

Honorable Brian Batson

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Name: Bree Simmons

Address: 207 Coyle St #4 Portland, ME 04103

Date: 5/2/17

Cc: Shukria Wiar

Honorable Brian Batson

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Sincerely,

Name: *Mark O'Brien*

Address: *207 Cayk St #4*

Date: *5/2/17*



Cc: Shukria Wiar

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Sincerely,

Name: *Jan Macleod*
Address: *2 Stroudwater Rd*
Date: *5/2/17*



Cc: Shukria Wiar
Honorable Brian Batson

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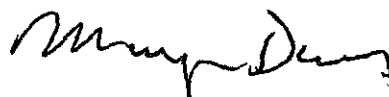
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Sincerely,

Name: MARY DAVIS
Address: 1666 Westbrook St
Date: 5/2/17 Portland



Cc: Shukria Wiar

Honorable Brian Batson

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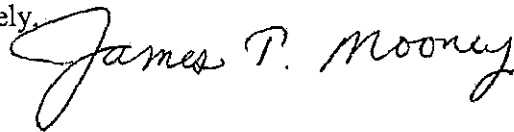
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Name: *James T. Mooney*
Address: *54 Stroudwater Road*
Date: *5.2.17*

Cc: Shukria Wiar
Honorable Brian Batson

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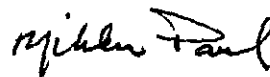
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Name: *Michael Paul*
Address: *1603 Westbrook St.*
Date: *5.2.17*



Cc: Shukria Wiar
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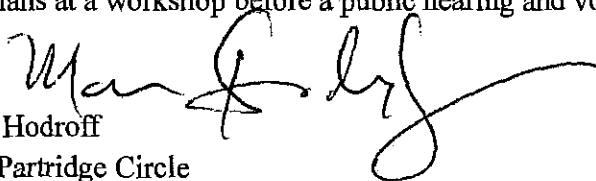
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Sincerely,

Name: Marc Hodroff

Address: 48 Partridge Circle

Date: 5/2/17



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MARTHA H. JOHNSON

Name: BRIAN W FARR

Address: 1457 Westbrook Street

Date: May 3, 2017

Martha H. Johnson
BRIAN W FARR

Cc: Shukria Wiar

Honorable Brian Batson

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Name:

Address:

Date:

William W. Barton
132 BRIDLE CIRCLE
+ 6 BRIDLE ROAD
5/3/17

Cc: Shukria Wiar

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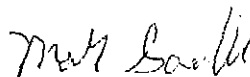
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Name: Mark Sandler
Address: 120 Partridge Circle Portland, ME
Date: 5/4/17

Cc: Shukria Wiar
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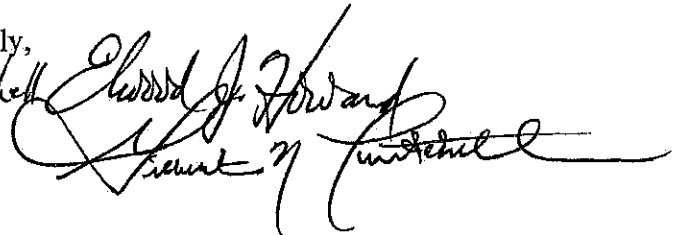
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Sincerely,

Name: Elwood J. Howard, Gilbert Twitchell

Address: 28 Roundabout Lane, Portland

Date: May 1, 2017



Cc: Shukria Wiar

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Dear Chairperson Boepple,

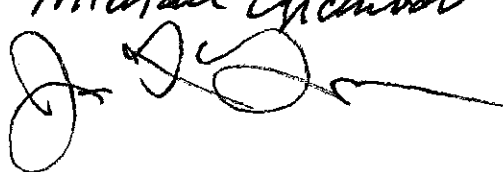
We are concerned that the Planning Board's process of reviewing Camelot Holdings LLC's ("Camelot Holdings") request to rezone 1700 Westbrook Street is not meaningful. To the contrary, the process appears to be arbitrary and capricious. Indeed, it appears to be inconsistent with the goals of encouraging orderly growth and development in appropriate areas of our community and of preventing sprawl and development in flood plains. Moreover, it does not appear to be mindful of protecting critical natural resources, agricultural resources, and outdoor recreation opportunities. The most recent example that illustrates our concern involves the Planning Board's failure to follow through on one of its requests to Camelot Holdings.

1700 Westbrook Street is the last large, undeveloped parcel of land in Portland. It is a 44-acre farm nestled against the Stroudwater River. Approximately 15 of those acres lie within the flood plain of the river. It is also surrounded by the community of Stroudwater which is zoned R-1. In general, the purpose of the city's zoning ordinances is to decrease congestion, prevent overcrowding of land, avoid undue concentration of population, and preserve the character of existing zones and the value of property therein. The purpose of the R-1 residential zone in particular is to provide lower density residential development in outlying areas of the city along traffic corridors.

On February 28, the Planning Board held a public workshop on the question of whether to grant Camelot Holdings' application to have 1700 Westbrook Street rezoned from R1 to R3. Assuming a rezoning to R3, Camelot Holdings had submitted a preliminary site plan which depicted 96 homes and green space which included a Shoreland Overlay Zone where building would be prohibited under any zoning designation. At the February workshop, the Planning Board requested that Camelot Holdings supply the Planning Board with plans which depict a build-out using an R1 zoning plan as well as an R2 zoning plan and which retain the same green space area shown in its preliminary site plan using R3 zoning. Michael Barton, the representative for Camelot Holdings, agreed to the Planning Board's request. Camelot Holdings failed, however, to honor the request and to submit the plans required by the Planning Board to reach a considered decision.

The Planning Board has not pressed Camelot Holdings for a response, and we are concerned that this indicates a lack of genuine interest in alternatives that better accommodate the purposes of zoning laws, plans, and ordinances. At this time, we ask that Camelot Holdings submit the plans which the Planning Board expressly requested and that the public have an opportunity to comment on those plans at a workshop before a public hearing and vote for rezoning occurs.

Sincerely,

Michael Archibald


Name: *Michael Archibald*
Address: *JASON DIANNE*
Date: *126 STROUDWATER RD.*
PORTLAND ME 04102

5/2/17

Dear Chairperson Boepple,

We are concerned that the Planning Board's process of reviewing Camelot Holdings LLC's ("Camelot Holdings") request to rezone 1700 Westbrook Street is not meaningful. To the contrary, the process appears to be arbitrary and capricious. Indeed, it appears to be inconsistent with the goals of encouraging orderly growth and development in appropriate areas of our community and of preventing sprawl and development in flood plains. Moreover, it does not appear to be mindful of protecting critical natural resources, agricultural resources, and outdoor recreation opportunities. The most recent example that illustrates our concern involves the Planning Board's failure to follow through on one of its requests to Camelot Holdings.

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Sincerely,

Name: Eva Frank Eva Frank

Address: 100 Portridge Circle

Date: 5/5/17

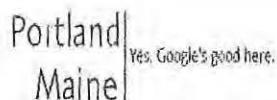
Cc: Shukria Wiar

Honorable Brian Batson

2/28/2017

City of Portland Mail - Oppose Re-Zoning of Camelot Farms

PC42



James Dealaman <jdealaman@portlandmaine.gov>

Oppose Re-Zoning of Camelot Farms

1 message

Lisa McLaughlin <torrey@maine.rr.com>

Tue, Feb 28, 2017 at 11:34 AM

To: shukriaw@portlandmaine.gov, planningboard <planningboard@portlandmaine.gov>

Cc: stroudwatervillageassociation@gmail.com

Dear Portland Planning Board Members,

I am writing to express my strong opposition to the re-zoning of the Camelot Farms area of Stroudwater Village from R-1 to R-3. Although I will not be able to attend the planning board meeting this afternoon, I agree with my neighbors who will be there to present concerns. Please give this matter your careful consideration and work for us to preserve the character and environmental integrity of the village. Thank you,

Lisa McLaughlin
30 Partridge Road
Portland ME 04102



James Dealaman <jdealaman@portlandmaine.gov>

Camelot Farms rezoning proposal

1 message

Carolyn Claiborn <c_claiborn@hotmail.com>

Tue, Feb 28, 2017 at 10:48 AM

To: "planningboard@portlandmaine.gov" <planningboard@portlandmaine.gov>, "Angela J. Wheaton" <angelajwheaton@yahoo.com>, "Strimling@portlandmaine.gov" <Strimling@portlandmaine.gov>, "bsr@portlandmaine.gov" <bsr@portlandmaine.gov>, "sthibodeau@portlandmaine.gov" <sthibodeau@portlandmaine.gov>, "bbatson@portlandmaine.gov" <bbatson@portlandmaine.gov>, "jcosta@portlandmaine.gov" <jcosta@portlandmaine.gov>, "dbrenaman@portlandmaine.gov" <dbrenaman@portlandmaine.gov>, jim claiborn <anxietyshrink@gmail.com>

Thank you for giving me the time to read my message. I have been a resident of the Stroudwater area for the past thirteen years. I want to register my opposition to the proposed zoning changes for the development of Camelot Farms from R1 to R3.

Maine is an old state. Residents of Maine are an average of 45 years old. Females in Portland average 50 years. In our neighborhood, the average is much higher. Most of the residents of Partridge Road and Circle are retired or nearing retirement. Most of the residents have owned their houses for more than twenty years. They have owned these houses with the promise that once they were unable to care for the houses or themselves, they would be able to sell their homes to finance the next steps in their retirement.

The Stroudwater neighborhood is attractive to new buyers because of the wooded back yards, views of the river and the historic sense that permeates the area. The proposed development of Camelot Farms will radically alter the ambiance of this neighborhood, making it less attractive to potential buyers. If residents of this area were younger, the threat to the value of their homes might have less impact given that that they have more years to compensate for the loss.

In our small neighborhood, that's not the case. Loss of value of the residents' most important asset can negatively affect their remaining years. I think this is a critical factor to be considered by the planning board when weighing the benefits and risks of changing the zoning.

The residents of Partridge Road and Circle have earned your consideration. They are teachers and businessmen who have given back to Portland in many, many ways. We owe them the ability to maintain their retirement assets as was always promised them.

Thank you for your attention.

Sincerely,

Carolyn Claiborn

24 Partridge Circle

Portland, Maine 04102

2/28/2017 City of Portland Mail - Statement from Stroudwater Village Association regarding proposed zone change at 1700 Westbrook Street (Camelot Farms prope...

Find us on Facebook at <https://www.facebook.com/StroudwaterVillageAssociation>



Statement from Stroudwater Village Association regarding proposed zone change at 1700 Westbrook Street-20170226.pdf

128K

Action: Regardless of whether we are talking about 30 homes or 90 homes, the SVA requests specific traffic demand management plans from the developer and MDOT including stoplights at parcel ingress/egress as well as ways to encourage alternative routing for non-resident commuters (such as additional Westbrook Street traffic calming to reduce non-peak-hour speeds and regional efforts such as removal of local turnpike tolls).

4B. Unknown environmental effects: There is also meaningful concern about environmental impacts of incremental development on the Stroudwater River and surrounding ecosystem, and changes to the river flow may also negatively impact the already-damaged historic Stroudwater Dam.

Action: The SVA requests a full inventory of environmental impact and mitigation plans for the project. Thus far we have seen some information about stormwater management, but no information about pesticides and impacts on existing conditions (wetlands, vernal pools, etc.).

Action: The SVA requests the city release its plans for Stroudwater Dam repair before any large-scale development that borders the river would be undertaken.

4C. Incompatible density/layout with existing development patterns. There is no existing precedent for the proposed combination of density and layout anywhere in Stroudwater. The applicant's materials and staff memo note approximately 28 existing nonconforming (to R-1 and R-2 zoning) lots in the Stroudwater area, as well as the River's Edge "Conditional R-3" rezoning from 1992, as precedent for this re-zoning. However, these precedents actually argue against the current plans.

- The majority of nonconforming lots with overall sizes close to the sq. ft range for this project (~9,070 sqft average) are not near the site but rather in the Stroudwater Historic District (cited lots are in the ~1100-1300 Westbrook Street range as well as Cobb Ave. and Garrison St., all to the southeast of the Westbrook/Congress St. intersection). The nonconforming lots that are closer to 1700 Westbrook Street (cited lots are in the ~1500-1600 Westbrook Street range, though notably on the opposite side of Westbrook Street, as well as on Swan St. and Pierce Avenue) are mostly cited based on lot width, but most are substantially larger than the average proposed size. The point being, this combination of thin-width lots AND densely packed lots doesn't really exist in the neighborhood today.
- Even the River's Edge example provides a precedent for less density/volume, not more, as the staff memo notes, "The reason for the conditional zone change request to the R-3 zone was because the R-3 zone allowed a Planned Residential Unit Development (PRUD) for single family homes at that time. The applicant kept the density of the proposed subdivision at 29 lots which was the same density as permitted under the R-1 and R-2 zones."

The bottom line on all of this is that more discussion is needed. We are all simply "not there yet."

The Stroudwater Village Association restates its January 2017 position that it does NOT believe a zone change from R-1 to R-3 is appropriate at this time, and requests that the Planning Board table or deny the request as presented to allow for more discussion about the highest and best use of the property.

The Stroudwater Village Association is a Maine Non-Profit corporation. All residents of Stroudwater are members and invited to participate in all of our activities.

Find us on the web at <http://www.stroudwatervillage.org> and <http://www.livinginportland.org/stroudwater.htm>

Street, it is important that the city establish a policy direction for future land use decisions in this area." The same is true of the Westbrook Street corridor. We do not believe neighborhood transformation should happen by accident.

We also note with alarm the Planning Board's explicitly-stated desire (in the current materials, staff memo) to additionally rezone existing adjacent occupied parcels over the objections of the current (and in many cases, longstanding) residents. This feels like unnecessary overreach and raises many questions about the future of other residential properties in the area and adverse incentives for future sellers.

Action: The SVA requests that the city table parcel-by-parcel rezoning in our area until a vision process is complete.

3. This re-zoning is proposed in support of a project that may not be viable

In the last Planning Board Workshop, Board members noted the risk associated with re-zoning around a particular proposal is that there is no guarantee that the ultimate plan will bear any semblance to the existing proposal, especially if the property ownership changes hands post re-zoning.

The project has been described as a multi-year, multi-phase, build-on-presale business model even though initial infrastructure costs (new roads, sewer, etc.) will be substantial. Furthermore, the project is described as having "starter homes in the \$350-450K range." Many residents have questioned both the existence of financing required to sustain such a project over many years as well as the level of demand for "starter homes" above \$350K, and as such we have previously asked the developer for background on previous projects they have completed, as well as the full background on the team and its resources.

To date we have not received any additional information that would give us confidence that this team has the ability to execute what they are proposing...which leads directly back to the risk of re-zoning.

Action: Since this re-zoning is only being proposed to support a particular project, the SVA requests that any future zoning revert back to previous (R-1) zoning if there are substantial changes to the underlying project on which the re-zoning was approved.

4. There are meaningful concerns about the project even if financially viable

The developer has been willing to engage with residents on aspects of the proposal, and we are appreciative of these efforts. We also note some areas in which the developer has been responsive to resident suggestions such as Turnpike noise buffering. We think more time is needed for ongoing collaborative discussion to resolve major outstanding issues, including the ones noted below.

4A. Too much automobile volume: We reiterate our serious concerns about arbitrarily doubling the number of single-family (1.5/2-car-per-household) homes on this section of Westbrook Street. As anyone who lives or commutes on Westbrook Street knows, there is no easy way the existing thoroughfare can absorb that level of rush-hour increase, and there is no alternative ingress/egress possible. The traffic study cited incorrectly focused on the incremental effect from a hypothetical full R-1 buildout (83 homes) to the proposal under R-3 (96 homes). That is the wrong metric, as there is no existing housing in place, and so, regardless of underlying zoning, every single car is incremental in this circumstance.

Action: The SVA has previously requested alternatives from the developer that would involve numerically far less homes (more like in the 30-40 range, similar to the scale of the very successful River's Edge and Tide Mill developments) as well as phase-by-phase development plans and buyout options that would prevent incremental development. To date, we have not received any of this information.



James Dealaman <jdealaman@portlandmaine.gov>

Statement from Stroudwater Village Association regarding proposed zone change at 1700 Westbrook Street (Camelot Farms property), February 2017

1 message

Stroudwater Village Association Board of Trustees

Tue, Feb 28, 2017 at 10:12

<stroudwatervillageassociation@gmail.com>

AM

To: shukriaw@portlandmaine.gov, planningboard@portlandmaine.gov

Cc: Brian Batson <bbatson@portlandmaine.gov>, Charlton Smith <charltonsmith@mac.com>

Hello, please see the statement below (also attached for convenience) from the SVA, and please add it to the public comments for tonight's Planning Board Workshop. SVA VP Carl Smith (copied) will be at the meeting to represent the SVA. Thank you. -Dan Koloski, SVA President

Statement from Stroudwater Village Association regarding proposed zone change at 1700 Westbrook Street (Camelot Farms property), February 2017

Summary: The Stroudwater Village Association restates its January 2017 position that it does NOT believe a zone change from R-1 to R-3 is appropriate at this time, and requests that the Planning Board table or deny the request as presented to allow for more discussion about the highest and best use of the property.

1. Lack of notice impedes due process

To begin with, the SVA would like to register its disappointment that once again, no formal notice of this workshop was sent to the official SVA email address which receives all other city notices. We are unable to help the city provide due process to residents/taxpayers without timely notice, and we most certainly qualify as an "interested party." We also note that 4:30PM is a very difficult time for working residents to attend meetings, thereby increasing the importance of time to prepare written feedback.

Action: Please ensure electronic notifications regarding ANY properties in the Stroudwater area are sent to stroudwatervillageassociation@gmail.com with proper notice timing.

2. Parcel-by-parcel re-zoning is not "planning"

The SVA continues to have serious concerns with the reactive policy/process approach from the city regarding re-zoning proposals in our area. We point out that is the third major re-zoning application in the last 12 months in which the seller and buyer operated under a presumption that re-zoning would be simply "rubber-stamped" as part of a parcel sale (the prior two were the Northland/Elks Club and Verizon Wireless proposals). We believe that the current "anything goes" mentality among sellers in the neighborhood is the direct result of tacit encouragement and incentives from the city due to the lack of planning for the area, and this potential re-zoning will only encourage more of the same.

In several meetings surrounding the revised Comprehensive Plan, it was noted that the next step should be neighborhood-specific plans developed collaboratively by the city, neighborhood associations and residents. No such plan exists for Stroudwater, and we've been given no indication that one is forthcoming. The city produced the "Outer Congress Street Land use" white paper only at the very tail end of the Elks Club debate and after considerable pressure from residents, but even in that very brief paper it noted that "As development pressure continues on Outer Congress



James Dealaman <jdealaman@portlandmaine.gov>

Re-zoning of 1700 Westbrook St

1 message

Michael Archibald <marchie1962@gmail.com>

Tue, Feb 28, 2017 at 9:46 AM

To: planningboard@portlandmaine.gov, shukriaw@portlandmaine.gov

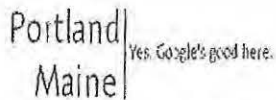
Dear Members of the Portland Planning Board,

I am a resident of Stroudwater and live at 126 Stroudwater Road. I am writing to state my strong opposition to the zoning change proposed for 1700 Westbrook Street, a property known as Camelot Farm. A group of developers are requesting that the Planning Board change Camelot Farm's zoning from R-1 to R-3. Under the property's current zoning, the developers would be permitted to build 56 homes. This number is consistent with the density and character of the Stroudwater neighborhood. As you are undoubtedly aware, Stroudwater is the oldest residential community in Portland and is currently home to 210 households.

A change in the zoning R-3 would allow 96 homes to be built on Camelot Farm. This level of density is completely out of character with the neighborhood and should not be allowed in an area that has been zoned R-1 for decades. Currently, there are 150 households situated between Congress Street and the Westbrook border (north of Stroudwater River) that use Westbrook Street as their main arterial route in and out of the neighborhood. That would be a huge increase of 65% of households. The infrastructure of the area cannot accommodate this extreme deviation from the existing zoning designation. For example, Westbrook Street cannot accommodate an additional 144 cars during morning and evening commutes, assuming conservatively that each family has 1.5 cars. Also, winter sidewalk snow removal has been sketchy at best along Westbrook Street where children, the elderly, and others try to walk. An increase in the number of children (probably 25-50) with such a re-zoning is dangerous and should also be addressed by the developer. And finally, Stroudwater River may be damaged by an increase in excessive runoff from inorganic yard and waste chemicals.

I would like to make it clear that I am not opposed to a well-considered and well-planned development at Camelot Farm, especially in light of the fact that Portland and Southern Maine are hoping to attract a younger generation to settle here. There are many examples of such developments in the Greater Portland area. I would encourage both the developer and the Planning Board to look to these developments for inspiration. A development with a R-3 density in Stroudwater Village, however, would NOT be well-considered or well-planned.

Sincerely,
Michael Archibald
126 Stroudwater Rd
Portland ME 04102
617-699-3017



James Dealaman <jdealaman@portlandmaine.gov>

Fwd: Camelot Farms

James Dealaman <jdealaman@portlandmaine.gov>
To: Syster Synergy <systersynergy@gmail.com>
Cc: Shukria Wiar <shukriaw@portlandmaine.gov>

Tue, Feb 28, 2017 at 12:00 PM

Thank you for your e-mail. Your public comment will be included in the review and will become part of the public record.

If you have any further questions, please contact me.

James Dealaman, Administrative Officer
Planning and Urban Development Department
City Hall, 389 Congress Street, 4th Floor
Portland, Maine 04101
(207) 874-8721 (T)
(207) 756-8258 (F)
planning@portlandmaine.gov
www.portlandmaine.gov
Office Hours are Monday - Friday 8:00 a.m. - 4:00 p.m.

----- Forwarded message -----

From: **SysterSynergy** <systersynergy@gmail.com>
Date: Tue, Feb 28, 2017 at 9:02 AM
Subject: Fwd: Camelot Farms
To: shukriaw@portlandmaine.gov

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject: Camelot Farms
From: SysterSynergy <systersynergy@gmail.com>
To: shukriaw@portlandmaine.gov
CC:

Hello

My name is Linda Dambrie, I own 1465 Westbrook St. Portland Maine
I have been a resident here since 1956. I am writing to let you know that I am apposed to the rezoning of Camelot Farms from r1 to r3.

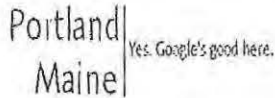
Please forward this to all members of the planning board.

Could you also keep me informed of all meetings or presentations which one or more of the applicants for the zoning change for 1700 Westbrook St application id #2016-282 or CBL #229 A002 have with any member of the planning board or member of its staff. I also request notification and transcript of any ex parte discussion via phone, text, or email that one or more of the applicants have with any member of the planning board or member of its staff. I can be contacted by the email and phone listed below.

Any transcripts can be mailed to 1465 Westbrook St.

Thank you for your time and consideration.

Linda Dambrie
1465 Westbrook St
Portland Maine 04102
Systersynergy@gmail.com
207-774-7353



James Dealaman <jdealaman@portlandmaine.gov>

Fwd: Opposition to zoning change in Stroudwater

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
To: James Dealaman <jdealaman@portlandmaine.gov>

Tue, Feb 28, 2017 at 8:56 AM

Please save and print.

----- Forwarded message -----

From: **huang june** <junehuang71@hotmail.com>
Date: Mon, Feb 27, 2017 at 4:17 PM
Subject: Opposition to zoning change in Stroudwater
To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>

Dear Members of the Portland Planning Board,

I am a resident of Stroudwater who resides at 18 Spar Lane. I am writing this email to state my strong opposition to the zoning change proposed for 1700 Westbrook Street (Camelot Farm). As you are aware, a group of developers is requesting that the Planning Board change the zoning from R-1 to R-3 on Camelot Farm. Under the current R-1 zoning, the developers are permitted to build 56 houses. This number is consistent with the density and character of the Stroudwater neighborhood. Stroudwater is the oldest residential community in Portland, and is currently home to 210 families.

A change in zoning from R-1 to R-3 would allow developers to build 96 houses on the same plot of land. This level of density is completely out of character with the neighborhood and should not be allowed in an area that has been classified as R-1 for decades. Additionally, the the infrastructure of the area cannot accommodate this extreme deviation from the existing zoning designation. For example, Westbrook Street simply cannot accommodate an additional 144 cars during morning and evening commutes, assuming conservatively that each family has 1.5 cars.

I would like to make it clear that I am not opposed to well-considered and planned development. There are many examples of this in the greater Portland area. However, a development with an R-3 density in Stroudwater would not be well-considered or well-planned.

Thank you for your time and consideration.

Sincerely,

Xiao Jun Huang

Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258



James Dealaman <jdealaman@portlandmaine.gov>

1700 Westbrook Street (Camelot Farm)

1 message

Eugenia O'Brien <genleme@maine.rr.com>

Mon, Feb 27, 2017 at 3:55 PM

To: planningboard@portlandmaine.gov, shukriaw@portlandmaine.gov

February 25, 2017

Portland Planning Board

re: no zone change for 1700 Westbrook Street (Camelot Farm)

Dear Elizabeth Boepple (Chair), Sean Dundon, Carol Morrisette, David Eaton, Kristien Nichols, Lisa Whited, and Maggie Stanley:

I strongly question the proposed zone change for Camelot Farm from R-1 to R-3 to permit a 'grow-smart' hyper-density housing development of 96 homes on 30 acres.

A change to allow a density which is so completely out of character with the oldest residential community in Portland is counter-intuitive in an area that has been zoned R-1 for decades. It was only when such a dense plan was put forward that the alarm was sounded regarding this sale, as no signage announced there would be a zone change that went with the acquisition of this large open property. Intent was unknown. Until now.

In addition, the infrastructure of the area cannot accommodate this extreme deviation from the existing zoning designation. For example, Westbrook Street cannot accommodate an additional 144 cars during morning and evening commutes, assuming conservatively that each family has 1.5 cars. And the Stroudwater River cannot handle the runoff from 96 new homes. And are schools really ready to cope with the influx of close to 100 new homes and the school children associated with this new development marketed to be family-friendly?

By denying this zone change, you would allow for a public-private purchase of this private property prior to a finalized sale. Portland has an amazing history of reverence for green space and it deserves equal consideration in Portland's future. Vacant space does not always cry out for housing and tar.

There are many examples of well-considered and carefully planned developments in the greater Portland area. As presented, this development would not be well-considered or well-planned and forever alters the rural ambiance and natural allure that is the heart of Stroudwater. This 45+ acre site deserves a larger conversation in the context of Portland's Strategic Plan.

Eugenia O'Brien
1376 Westbrook Street, Portland, Maine
(207) 773-5610 / (207) 232-0717



James Dealaman <jdealaman@portlandmaine.gov>

PLEASE READ MY LETTER

Colleen Griffin <colleen_griffin@msn.com>

Mon, Feb 27, 2017 at 3:28 PM

To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>, "planningboard@portlandmaine.gov" <planningboard@portlandmaine.gov>

Dear Planning Board,

I am writing once again to voice my **strong opposition** to the zoning change, R-1 to R-3, proposed for 1700 Westbrook St. As a resident of Stroudwater (42 Penrith Road), I fear that my neighborhood will be forever changed and not for the better.

The addition of 96 new homes on the Camelot Farms property will forever change and truly destroy the character of Portland's oldest neighborhood. Development of this property is of course unavoidable, but 96 homes is clearly **over-development**. The property is currently zoned as R-1 which will allow for 61 homes to be built. This is a much more sane and safe plan.

My fear is that the property will not be able to ecologically support 96 homes. With the current use of lawn chemicals, specifically nitrogen and phosphorus, an algae bloom in the Stroudwater River is imminent and will be devastating. The Fore River and Casco Bay will also suffer the effects of over development of this property.

Traffic is another very big concern. Will the city be installing traffic lights, widening Westbrook St., installing sidewalks to accommodate the influx of traffic from 96 new homes? Without these infrastructure improvements, Westbrook St will become a major highway. It is a challenge to pull out safely into traffic on Westbrook St now. If I had the option to travel another way I certainly would. Since Penrith Rd (like most all others in the area) are dead end, I have no other option.

Shouldn't the current residents of the Stroudwater neighborhood have as much of a voice as the developer in this matter? Please consider carefully the full extent of the zone change for 1700 Westbrook St. **Your decision** to change the zone from R-1 to R-3 will forever change the character of **my neighborhood**.

Thank You,

Colleen Griffin

Sent from Mail for Windows 10



Shukria Wiar <shukriaw@portlandmaine.gov>

1700 Westbrook Street

1 message

javaj@maine.rr.com <javaj@maine.rr.com>
To: shukriaw@portlandmaine.gov
Cc: bbatson@portlandmaine.gov

Sun, Feb 26, 2017 at 1:26 PM

Dear city legislators and fellow concerned citizens,

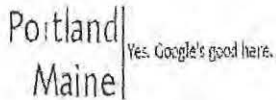
My name is Janet Page and I am the homeowner and resident of 1487 Westbrook Street. I am writing to express my opposition to the proposed zoning change for the "Camelot Farm" development at 1700 Westbrook Street. If the change is allowed the development would totally overwhelm our neighborhood and an already busy city street. Thank you for your careful consideration.

Sincerely, Janet Page

2/27/2017

City of Portland Mail - Camelot Farm Development-1700 Westbrook Street

PC33



Shukria Wiar <shukriaw@portlandmaine.gov>

Camelot Farm Development-1700 Westbrook Street

1 message

James Mooney <jtmooney3232@yahoo.com>
To: planningboard@portlandmaine.gov
Cc: shukriaw@portlandmaine.gov

Sun, Feb 26, 2017 at 12:47 PM

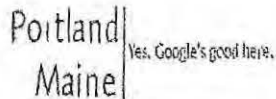
I am in total opposition to the zoning from R-1 to R-3. It is the right of the past owners to be able to sell that property for its designated zoning of R-1. I have lived at 54 Stroudwater Road since 1998 and have enjoyed the area tremendously. It's always been the countryside portion of Portland. Until now.

Stroudwater Village is an area of deep historical roots where many parents currently living here have families with young children. Also, we have couples who are retired and enjoy the area as well. Many of us already know how challenging it can be to walk, push a stroller, run and bicycle on Westbrook Street. It's a major artery for going to work in the morning and returning home after work. It's a major route of getting ambulances to Maine Medical Center. The city has tried desperately to control speeding traffic to no avail. There is a speed sign that clocks vehicle pace and it's always flashing indicating a high speed of travel. Every day!

As an employee of Maine Medical Center one of my major responsibilities is to protect the safety and health of patients, employees and visitors to the hospital. I find this expansion from R-1 to R-3 a benefit to the investors but not to the citizens of Stroudwater Village. The increase in vehicles created by this expansion will draw more cars, delivery trucks and service trucks let alone all the heavy truck traffic during the construction phase of this project. The Safety of all those currently living here should be paramount now and after the R-1 work begins.

I am opposed to the R-3 density plan. I am for the R-1 plan. Let's promote growth but not at the price of making a great neighborhood less desirable for those of us who have been living and recreating here for many years.

Sent from the iPad of:
James T. Mooney
Maine Medical Center
Department of Safety-Emergency Management
207.712.4672



Shukria Wiar <shukriaw@portlandmaine.gov>

Stroudwater Neighborhood1 message

Angela J. Wheaton <angelajwheaton@yahoo.com>

Mon, Feb 27, 2017 at 3:25 PM

Reply-To: "Angela J. Wheaton" <angelajwheaton@yahoo.com>

To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>

Dear Portland Planning Board,

I live at 30 Partridge Road in the Stroudwater neighborhood. Stroudwater is the oldest residential community in Portland and is currently home to roughly 250 families living in single family dwellings on property that is largely zoned Residential-1 (R-1). When I moved to Portland four years ago, Stroudwater was exactly the type of neighborhood I sought, in large part because of the existing zoning. I had confidence that the city would honor the existing zoning and that my quality of life and property value would not be impacted by other land uses.

I am writing to state my strong opposition to the zoning change proposed for a portion of the Stroudwater neighborhood, 1700 Westbrook Street, also known as Camelot Farm. A group of developers is requesting that Camelot Farm's zoning be changed from R-1 to R-3. Under the property's current zoning, the developers would be permitted to build 61 homes. This number is consistent with the density and character of our Stroudwater neighborhood. A change in the zoning to R-3 would allow 96 homes to be built on Camelot Farm. This level of density is inconsistent with the design and character of the neighborhood and should not be permitted in an area that has been zoned R-1 for decades.

I also have serious concerns that the infrastructure of the area cannot support this deviation from the existing zoning designation. It has been estimated that during morning and evening commutes, the proposed development would add about 144 cars to the already congested Westbrook Street/Congress Street intersection, and significant traffic to Westbrook Street in general. Also, the Camelot Farms property borders the Stroudwater River, an important ecosystem which likely cannot handle the runoff from 96 new homes.

I am not opposed to well-considered and carefully planned development. There are many examples of this in the greater Portland area. A development with an R-3 density in Stroudwater, however, does not reflect the current flavor and design of our neighborhood.

Thanks for reading and considering my thoughts. I would be more than happy to discuss our neighborhood at any time.

Angela J. Wheaton 30 Partridge Rd. Portland, ME 04102

At \$350,000 to \$450,000 per house this would require a +/- \$20,000 deposit, a monthly mortgage payment out of reach of the typical first time home buyer that this targets and real estate taxes estimated by Mike Barton to be \$5,000 to \$6,000 per year. Those who can afford to buy don't want tiny shoulder to shoulder lots, uncomfortably close proximity to existing homes or to the turnpike, all of which exist within this plan.

If the marketing plan for Camelot Farm fails this part of the city will bear the scar. A new developer will reset the clock and we'll enter the unknown zone again..

I am certainly not opposed to well considered and planned development. There are many examples in the greater Portland area. It's this particular zoning change application that has my feathers ruffled.

Tight lines.

Sincerely,

Art McEvoy
element89@maine.rr.com

Arthur F. McEvoy
89 Partridge Circle
Portland ME 04102-1632
(207) 773-4738

February 14, 2017

David Eaton
City of Portland Planning Board

Dear Dave,

This is not a Public Comment.

I'm disappointed that the Angler's Club dinner was cancelled but I understand the reasoning. This would have been the first one attended since early last season. L.L.Bean has had the uncanny ability to schedule me to work on every dinner occasion. I had to do some sharp horse trading to get tomorrow off.

Not only was I interested in Nick Mills, the scheduled speaker, but I also wanted to corner you for a couple minutes discussion of the Camelot Farm application. I live on Partridge Circle so I have a special interest in the Village. I have less concern about a well thought out residential development than I have about a change in the existing Residential R-1 zoning. One hundred, (yes, there are 100 lots defined) Disney World style small cottages on postage stamp-sized lots that will introduce twice annual applications of lawn fertilizer and weed control products ultimately finding their way to the fragile Stroudwater River is not what I want in my neighborhood or my city. You know what always flows downhill.

At the first Planning Board Workshop you seemed willing to give the zone change application more consideration. The two ladies to your left were, in my opinion, completely out of touch, one citing irrelevant anecdotes about living on Frances Street. I lived close by on Orland Street for 13 years. It's an entirely different environment. The Chair clearly had already reached a decision and Sean was secure in her shadow. One of my concerns, as well as that of many other concerned neighbors, is the financial viability of the two developers, Mike Barton and his sidekick who always appears in his parking lot striping outfit.



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Stroudwater re zoning

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Fri, Feb 24, 2017 at 9:16 AM

Please this to the public comments. Thanks.

----- Forwarded message -----

From: **richard michel** <richard.michel88@yahoo.com>
Date: Thu, Feb 23, 2017 at 6:42 PM
Subject: Stroudwater re zoning
To: shukriaw@portlandmaine.gov

Dear Planning Board Members,

I am writing in concern of the re zoning of the Camelot Farm property at 1700 Westbrook street in Portland. I/we live at 1683 Westbrook Street directly across the street of the Roger's home. The new zoning would affect us quite a bit and is not welcomed. The changes in the already horrible traffic would only increase, have a negative effect on the trail system, and be devastating to the natural wildlife and water system. I think the change of zoning from R-1 to R-3 would a terrible mistake for the area, neighborhood, and certainly the local environment.

I also think the change is driven by the cash boxes of the city and not really for helping in the housing issues of the city. The majority of those needing housing cannot afford a house with starting cost of 250,000 or more. Therefore my question is to whose benefit is the re zoning for ? ,the Stroudwater community or the cash boxes of the city ?

I submit this request to all of you in the hope you will hear my/ our concerns.

Thank you for your attention.

Richard Michel
1683 Westbrook Street
Portland

Sent from my iPad

—
Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258

Fax: 207.756.8258



Jennifer Munson <jmy@portlandmaine.gov>

Fwd:

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Thu, Feb 23, 2017 at 12:24 PM

A public Comment for Camelot Farms. Thanks.

----- Forwarded message -----

From: **SysterSynergy** <systersynergy@gmail.com>
Date: Thu, Feb 23, 2017 at 12:15 PM
Subject: Fwd:
To: shukriaw@portlandmaine.gov

Sent from my Verizon Wireless 4G LTE DROID

----- Original Message -----

Subject:
From: SysterSynergy <systersynergy@gmail.com>
To: estrimling@portlandmaine.gov
CC:

Dear:
Elizabeth Boepple
Sean Funding
Carol Morrissey's
David Eaton
Kristien Nichols
Lisa Whited
Maggie Stanley

I am a resident of Stroudwater and have lived at 1465 Westbrook Street since it was built in 1956.

I am writing to state my very strong opposition to the proposed zoning change for 1700 Westbrook Street a property known as Camelot Farms.

The area cannot support the extreme deviation from the existing zoning designation.

Its impact on the neighborhood and the environment are detrimental.

Thank you for your consideration

Linda Dambrie

Sent from my Verizon Wireless 4G LTE DROID

Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083

2/23/17

City of Portland Planning Board -

My name is Shaun Donlin and my family and I live at 1557 Westbrook Street. I wanted to voice my opinion on the potential development of the property formerly known as Camelot Farms, located at 1700 Westbrook Street, which is directly across the road from my family's home. The group of developers that purchased the farm are requesting that the Planning Board change the zoning from R-1 to R-3, which would allow the developers to increase the number of homes they would be permitted to build, from 61 to 96. That is a 57% escalation in new homes that would be added to our historic residential community.

We bought our home here 7 years ago with the hopes of raising our 3 children in a peaceful place, set away from the hustle and bustle of in-town Portland. Now, instead of my daughter looking at the towering pine trees, wild turkeys, cows and all the other beautiful things mother nature has blessed this area with as she waits for the school bus in the morning, she will see only cookie cutter homes and the mass departure of cars leaving this new development as the hundreds of new residents head to work on a daily basis.

The commuter traffic between Westbrook and Portland is already heavy on this road and with the addition of 100+ new vehicles that would now be forced to use this road daily, it can only lead to bigger problems. Congestion, which will inevitably slow down commute times for our neighborhood residents, school buses and those who commute between Portland and Westbrook. The inclusion of more cars to our neighborhood will absolutely raise the potential for more traffic accidents and MOST importantly, it will increase the risk of a child being harmed as they play, walk to a friends or to and from the school bus stop, ride bicycles or any other activity that they've been accustom to their whole lives. Now the neighborhood kids will have to constantly look over their shoulder due to the massive influx of new vehicles in our neighborhood.

Last year there was a similar development built on farm land at Spring Street in Westbrook and it's a tremendous eye sore that destroys any continuity that once rural area had. If the proposed development at 1700 Westbrook Street in Portland is going to look anything like that, it surely will detract from our neighborhood's natural beauty and appeal. So, naturally I am fearful that this will also lower the property values in our community.

In conclusion, my family and many of our neighbors are strongly against not just the rezoning of the Camelot Farms property, but this development at a whole. It will damage a significant portion of the natural beauty and the eco-system of our neighborhood by leveling most, if not all, of the woodlands on that piece of land. Stroadwater Village has literally existed for centuries and with an unnecessary rise in traffic flow due to this development, it can only add an increased level of danger for our children, commuters, pedestrians, cyclists and our pets.

This is a very close community and the residents enjoy its serenity. I truly hope the Planning Board will take into consideration the historic value that this neighborhood has possessed for generations. If this development were to move forward, that value will surely be lost forever.

Respectfully,

Shaun Donlin and Silvia Vasquez

Holly S. Hoffman

1619 Westbrook Street

Portland, ME 04102

—
Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Camelot Farm Development Concerns

1 message

Shukria Wiar <shukriaw@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Wed, Feb 22, 2017 at 6:38 PM

----- Forwarded message -----

From: Holly Hoffman <HHOFFMAN4@maine.rr.com>
Date: Tue, Feb 21, 2017 at 2:10 PM
Subject: Camelot Farm Development Concerns
To: shukriaw@portlandmaine.gov

February 21, 2017

City of Portland

389 Congress St

Portland, ME 04101

Dear Members of the Planning Board,

I am a resident of Stroudwater Village and live at 1619 Westbrook Street. I am writing to voice opposition to the proposed zoning change for a new development located at 1700 Westbrook Street formerly known as Camelot Farms. The developers are requesting a zoning change from R1 to R3. Under current zoning laws approximately 61 houses would be permitted to be built keeping the density in line with current R1 zoning. An R3 zoning change would allow 96 houses to be built at the site. There is concern about the added number of cars (estimated 144 per day) and infrastructure issues concerning flooding and runoff into the Stroudwater River.

As Stroudwater is the oldest residential neighborhood in Portland a lower number of houses would better blend into the area helping to preserve the historical character.

I ask the Planning Board to consider the zoning change carefully before making a final decision.

Respectfully,

Holly S. Hoffman

20 February 2017

Dear Members of the Planning Board

I am a resident of Stroudwater and live at 1618 Westbrook Street. I am writing to state my strong opposition to the zoning change proposed for 1700 Westbrook Street, a property known as Camelot Farm. A group of developers are requesting that the Planning Board change Camelot Farm's zoning from R-1 to R-3. Under the property's current zoning, the developers would be permitted to build 61 homes. This is consistent with the density and character of the Stroudwater neighborhood. As you are undoubtedly aware, Stroudwater is the oldest residential community in Portland and is currently home to 250 families.

A change in the zoning to R-3 would allow 96 homes to be built on Camelot Farm. This level of density is completely out of character with the neighborhood and should not be allowed in an area that has been R-1 for decades. In addition, the infrastructure on the area cannot accommodate this extreme deviation from the existing designation. For example, Westbrook Street cannot accommodate an additional 144 vehicles during morning and evening commutes, assuming conservatively that each family has 1.5 vehicles. And the Stroudwater River cannot handle the runoff from 96 new homes.

I would like to make it clear that this is not a well-considered and planned development. There are many examples of this in the Greater Portland area. A development with an R-3 density in Stroudwater, however, would totally change the character of the neighborhood

Bruce Harrington

*Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258*



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Proposed Camelot Farms Development

Shukria Wiar <shukriaw@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Tue, Feb 21, 2017 at 9:15 AM

Public Comment...

----- Forwarded message -----

From: **Kevin Regan** <regan.kevin1@gmail.com>
Date: Sun, Feb 19, 2017 at 10:55 AM
Subject: Proposed Camelot Farms Development
To: shukriaw@portlandmaine.gov

Dear Planning Board Members

I reside in the Stroudwater area at 1646 Westbrook Street that abuts the proposed development as known as Camelot Farms. This letter is written to advise that I am strongly against any zoning change to assist the Developers in creating their plans for this area. Under current property zonings (established with rationale) they would be permitted to build 61 homes. When the zoning rules were established it was with reason and intent to maintain the character and density of the Stroudwater neighborhood. This area is the oldest residential community in Portland growing to 250 families.

Changing zoning regulations to R-3 would allow 96 homes to be built. This is not consistent with the character of the neighborhood and should NOT be allowed in an area that for decades had been regulated zone R-1. Over the years traffic has increased through our neighborhood with commuters from surrounding area. With the zoning change this would rapidly allow heavy increases to this flow. Given the assumption that 98 homes have 1.5 cars would add another 144 cars in the morning and evening commute. In a small matter of time traffic lights would have to be constructed to safely allow cars turning and out of this development. I live along Westbrook Street close to the Westbrook line. I can attest first hand that it can be dangerous pulling out and entering my property at busy times. With this proposed development I can assure you, in the not so distant future, safety problems will occur with the added home owners. Rest assured traffic lights will be needed or Westbrook Street will have to be widened in areas to mitigate these safety or congestion issues.

I DO NOT think this is a well-considered or planned development. These zoning change, if allowed will change the neighborhood's character and create more traffic problems for the City in the future.

Thank you for your time and consideration,

Kevin Regan

1646 Westbrook Street, Portland

Google Groups

Zoning Change

JACKIE DAY <feetup100@yahoo.com>

Feb 20, 2017 3:32 PM

Posted in group: **Planning Board**

20 February 2017

Dear Members of the Planning Board,

I am a resident of Stroudwater and live at 1630 Westbrook Street. I am writing to state my strong opposition to the zoning change proposed for 1700 Westbrook Street, a property known as Camelot Farm. A group of developers are requesting that the Planning Board change Camelot Farm's zoning from R-1 to R-3. Under the property's current zoning, the developers would be permitted to build 61 homes. This is consistent with the density and character of the Stroudwater neighborhood. As you are undoubtedly aware, Stroudwater is the oldest residential community in Portland and is currently home to 250 families.

A change in the zoning to R-3 would allow 96 homes to be built on Camelot Farm. This level of density is completely out of character with the neighborhood and should not be allowed in an area that has been R-1 for decades. In addition, the infrastructure on the area cannot accommodate this extreme deviation from the existing designation. For example, Westbrook Street cannot accommodate an additional 144 vehicles during morning and evening commutes, assuming conservatively that each family has 1.5 vehicles. And the Stroudwater River cannot handle the runoff from 96 new homes.

I would like to make it clear that this is not a well-considered and planned development. There are many examples of this in the Greater Portland area. A development with an R-3 density in Stroudwater, however, would totally change the character of the neighborhood.

Sincerely,
Jackie Day

7. A change from R-1 to R-3 will open up the possibility of commercial development. To most of the people I have spoken with, this is unacceptable.

Most Respectfully Yours,

Mihku Paul
Stroudwater Homeowner

--

***Shukria Wiar, Planner
Planning Division
City of Portland 389 Congress Street
Portland, ME 04101
Ph: 207.756.8083
Fax: 207.756.8258***



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Camelot Farms

Shukria Wiar <shukriaw@portlandmaine.gov>
 To: Jennifer Munson <jmy@portlandmaine.gov>

Wed, Feb 8, 2017 at 1:42 PM

----- Forwarded message -----

From: **Mihku Paul-Anderson** <mihkupaul@gmail.com>
 Date: Wed, Feb 8, 2017 at 1:38 PM
 Subject: Camelot Farms
 To: shukriaw@portlandmaine.gov

Dear Shukria,

I am writing to oppose the zoning request for Camelot Holdings, LLC, for the parcel located on Westbrook St. in Portland. I am already aware that the city is in favor of granting this request. As disappointing as that is, I am still going to voice my opinion on this. I have lived in Stroudwater for 4 years as a homeowner. We have an active neighborhood association of which I am a member. Like many neighborhoods in Portland, we love where we live and would like to maintain the quality of our neighborhood.

I realize that Portland needs housing. It is growing rapidly. However, I don't see this sub-division solving some of the real housing issues we have, except for *those who can afford it*. I don't believe that "single-family" homes costing more than 300k are affordable. And some will no doubt cost even more. Even if a measly 10% of these is sold at so-called affordable prices, those guidelines do little to nothing to assist those in Portland who truly need help with housing; the working poor, our young people just starting out and the homeless.

Development has been going on at an accelerated pace in Portland for more than 5 years. I don't see any meaningful changes or reductions in our taxes. What I see is more, taller buildings on the peninsula and businesses playing musical chairs downtown or just folding due to the higher and higher cost of overhead. Yes, we live in a city. But that is no good reason to race toward an uncertain future with run-away development when we have such a special place in Portland.

I oppose the zoning change for the Camelot Farms parcel for numerous reasons:

1. The impact on the Stroudwater River has not been evaluated properly. The city green-lighted the Elks project and now there are going to be even more parking spaces (impervious surface) than typically allowed. And within 75 feet of a compromised waterway. The impact of 3.5 +/- acres of asphalt on our side of the river will damage it even further.
2. This plan is not in keeping with the home lots already here. It doesn't fit and will permanently alter the feel of the area. That is not good urban planning.
3. Natural eco-systems will be permanently removed or damaged. The wildlife corridor will be ruined. Wetlands and wildlife will die out.
4. Removal of all the buffer trees will greatly increase noise, and decrease air quality.
5. The increased traffic will have a deleterious and unsafe impact on the neighborhood. We have been given NO GUARANTEE from the developers that they will push to keep the speed limit at 35 or lower. Having hundreds of cars flying past homes at highway speeds does not "create a neighborhood" as Mr. Barton states. It destroys a neighborhood.
6. It remains to be seen whether this project will even be completed past Phase 1. The development team is not tested on this size project. We could end up with damaged land that just sits there.

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Google Groups

Camelot Farms

David Walter <dwalter@maine.rr.com>

Jan 21, 2017 7:22 PM

Posted in group: **Planning Board**

Hello. We live off Kingsmark and have a question about the proposed development. Currently, all high schoolers take the Metro which drops off the kids down near Stroudwater Church. The city has not been clearing the sidewalks all the way to Kingsmark, and while they're usually clear up the Stroudwater Road, so the kids need to walk along the shoulder of Westbrook Street. This would not be an of itself would not be as much of issue except with any significant snowfall the shoulder is also covered, forcing kids along the very edge of the street. If you're familiar with Westbrook street, drivers tend to follow the speed limit.

With this new development, would there be consideration of a Metro route being extended down Westbrook Street. I'd be worried about high schoolers having to walk even further along Westbrook with sidewalks that may or may not be clear.

Thanks you,
David Walter

Sent from my iPhone

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David

Sent from my iPhone

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David

Sent from my iPhone

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Google Groups

Fwd: Camelot Farms

raeleneg <raeleneg@maine.rr.com>

Feb 7, 2017 7:20 AM

Posted in group: **Planning Board**

Sent from my U.S. Cellular® Smartphone

----- Original message -----

From: raeleneg <raeleneg@maine.rr.com>

Date: 2/7/17 7:10 AM (GMT-05:00)

To: sld@portlandmaine.gov

Subject: Camelot Farms

Dear Land Bank

Pls protect Camelot Farms from rezoning and development. This is a Stroudwater landmark and should be preserved. Like a park would be.

Thank you.

Raelene Gardner
22 Heritage Court
Portland ME 04102

Sent from my U.S. Cellular® Smartphone

- Even with 100 homes, this will have no impact on supply and demand costs. Portland is a very desirable area and to have an impact on cost, which is more than solely a supply issue, that would require thousands of individual homes, not hundreds.

We all realize this can be developed but there is a huge difference in R1 than R3. Huge. There should also be close and careful consideration as to the issues above. I know this is important to you all as you live here and care about the area and our children and sustainability in keeping people here beyond just their "first home."

I appreciate your consideration and pause as we all know that with an R3 designation, there is no going back and Pandora's Box is open as to what can be done there.

Sincerely,

Marc Hodroff, 48 Partridge Circle, Portland.



Jennifer Munson <jmy@portlandmaine.gov>

Zoning change Camelot Farms Proposal

1 message

'Marc Hodroff' via Planning Board <planningboard@portlandmaine.gov>

Fri, Jan 20, 2017 at 9:06 AM

Reply-To: Marc Hodroff <marchodroff@yahoo.com>

To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>, "planningboard@portlandmaine.gov"

<planningboard@portlandmaine.gov>

Cc: "stroudwatervillageassociation@gmail.com" <stroudwatervillageassociation@gmail.com>

1/20/17

Regarding: zoning conversion request of the Camelot Farms property.

Dear Portland Planning Board,

I am a resident of the Stroudwater neighborhood. I was present at the meeting at City Hall on 1/17/17.

There were a few questions raised and comments I feel require additional thought as you considering potentially rezoning.

1. A board member inquired why the builder didn't request R2 rather than R3 zoning. The answer, to paraphrase, "because this would reduce the green space." The math was a bit fuzzy to me. That statement is absolutely true if one is still trying to maximize building numbers and profit, but not true if one really focused on green space as well as reduce the number of units and not encroaching on designated green space.
 - I would like to further point out that the builder purchased this with the full knowledge it is currently designated as an R1. I imagine they are very knowledgeable and know that the request for change to R3 was only a request. They still proceeded to purchase and I imagine looked at cost/profit even at R1 designation and still proceeded knowing they would still profit, albeit less.
 - In any zoning request I would think the burden to justify a change falls on the builder/owner of the new property. As noted by several board members, there seems to be a lack of justification for this significant change where no property or sites along this area, nor immediately adjacent areas reflect that building style or code or plan.
2. A board member felt this R3 designation would be great to help new, "first time home owners," as well as the comment its so nice to get to know your neighbors in closer spaces.
 - the proposed lots are extremely small on the order of ~ .11 acres. Moreover these homes will reflect a smaller size and these would have a majority of "starter homes." Two problems with this—The average so so building costs will be at least 150-200\$ per square foot. (I don't know what the builder feels they can build this for nor the average square foot). However with this and the cost of building materials as compared to older housing, this has doubled in the last 10 years for most supplies. Thus I would pose the question: the homes are starter home-like with small lots and likely smaller sq ft. Yet the pricing will likely be 300,000K plus to purchase (again part in due to cost to build and part due to supply and demand). I would like to caution that I am not aware of too many first time home owners (generally in their mid to late 20s to early 30s) that can afford 300-350k esp with interest rates guaranteed to go up by the Fed.
 - Second problem with the model is that it becomes a turn over community. While one member noted how nice it was to be close to her neighbors to know them...she moved after a few years to go to a bigger home with more space. Me too. In fact so did all but two homes in my prior neighborhood on the short end of Bradley Street. I mean all turned over, truly all but two. The average first time home buyer stays in their home less than 10 years.
 - If one looked at the board room that night, all the persons opposed (in fact everyone in the room) were not 20-30 year old persons but persons of maturity. 40+ years old. Persons who raised their family in homes that were NOT first time home designations—those with small lots and smaller sq ft—ie what is currently not in the Stroudwater region. These are families that have been here for years, raised their children here, sent their kids to school here, pay taxes here and want to stay here. Not a community that has < 10 year turn over rate and moves to areas that are more affordable with more room. This is the type of area Portland needs more of, not less. All my prior neighbors had a hard time looking for that in Portland. These are the people that stay, invest and love to be here despite the expenses.



Meagan J Smith, Associate Broker
330 Forest Avenue
Portland, ME 04101
207.423.2208
SOLDbyMeg@gmail.com

January 13, 2017

Shukria Wiar, Planner
Planning Division
City Hall, 4th Floor
389 Congress St.
Portland, ME 04101

Re: Application ID #2016-282

I am writing to comment on the application to rezone the property located at 1700 Westbrook St, Portland from Res R1 to Res R3.

As a resident of Portland and real estate professional in Greater Portland, I'm writing in favor of the development of 1700 Westbrook Street.

This undeveloped parcel has the potential to bring many residents to Portland, while preserving land for recreation and connection to Portland Trails. The vision represent an old fashioned neighborhood nestled in a natural environment.

If the parcel was left solely for recreational use, concerns arise around where the funding would come to create appropriate parking. Without a proper road that leads to a parking lot, traffic problems and congestion could become problematic for the local residents.

This project is an opportunity to allow more families to purchase homes in Portland. Many buyers prefer a new construction, desire to be in Portland and seek a walkable neighborhood- something we are currently lacking in the market.

I fully support this project based on the need and desire in the Portland marketplace, as well true excitement for the plans of this development itself.

Sincerely,

A handwritten signature in blue ink that reads "Meagan J Smith". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Meagan J Smith



Jennifer Munson <jmy@portlandmaine.gov>

1700 Westbrook Street parcel for zone change

1 message

Eugenia O'Brien <genieme@maine.rr.com>

Tue, Jan 17, 2017 at 3:34 PM

To: shukriaw@portlandmaine.gov, planningboard@portlandmaine.gov, Stroudwater Village
<stroudwatervillageassociation@gmail.com>

Alas, a prior commitment keeps from attending this meeting tonight - Please delay a zone change for 1700 Westbrook Street.

See below or attached:

January 17, 2017

Re: 1700 Westbrook Street

Dear Members of the Portland Planning Board,

Please do not re-zone the property at 1700 Westbrook Street from R-1 to R-3. This effort reveals a lack of understanding for the texture of the neighborhood and the wants of the people living here. Please keep this conversation open to further discussion by delaying this vote tonight.

You are choosing to increase our total residences by 33% in one neighborhood at a single location. Taking the last pastureland STILL USED for cows within the city of Portland appears rash and inexplicable during a time when our farmlands are disappearing and needing to be saved, not paved.

Stroudwater is a large neighborhood with low density housing and this is a missed opportunity for what could be at this 1700 Westbrook Street site. Changing the zoning this early in discussions would close doors to more ideas that could be embraced. We are not against development or more neighbors, we are, however, not going to endorse proposals that are so far astray from the reality of the texture and tenor of what is already here. It is the gateway to historic Stroudwater, and farmland is part of the charm and allure. Even the Jetport remains unique nationally for its green welcome to the city. It is okay to not pave everything within city limits.

Oh, and yes, the wildlife uses that field to cross over to the larger old Audubon-now-Portland Trails and the Fore River Sanctuary and estuary - it will totally hamper the foxes, deer herds and the songbirds who are finding diminishing territory. Even bears have had to be removed from this area in the past.

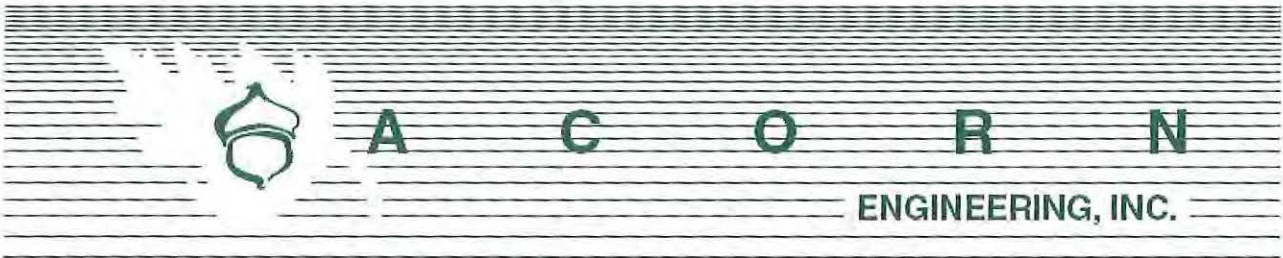
The deliberate dismissal of pre-existing zoning by the city's Planning Board is occurring at an alarming rate. This development's impact on the roads and infrastructure, along with the volume of increased transportation (potentially an additional 250 cars?) and the influx of students at our public schools are all a jolt. Stroudwater residents have selected a rural setting with many homes possessing acreage, views and wildlife. You are destroying why we are here and I am terribly upset by your actions and lack of understanding for them.

Please delay this vote and allow a better plan to come forward.

Thank you.

Eugenia O'Brien
1376 Westbrook Street, Portland, ME 04102

(207) 773-5610



Attn: Shukria Wiar
Planning and Urban Development Department
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

March 30, 2017

Subject: Zoning Map/Text Amendment Application – Final Submission
Camelot Farms Subdivision

Dear Shukria,

Camelot Holdings, LLC is pleased to submit the accompanying package of submission materials for the proposed Camelot Farms zone change. The new and updated materials were developed in response to the feedback from the second Planning Board Workshop meeting (2/28/17), in preparation for the third Workshop meeting to be held on April 6th, 2017.

During the February Workshop meeting, the Planning Board identified their need to see a R-5a zone change concept. The R-5a rezone layout is to propose a higher unit density layout. The resulting concept consist of 77 lots for the R-5a Zone that includes a mix of single-family, duplex, three-family, multi-unit and PRUD lots, 137 units total.

The concept includes developing the acquired parcel, adjacent to the Turnpike. As such, the previously submitted concepts were also updated to propose additional lots within the parcel. As a result, the overall open green space, net impervious surface, and wetland impacts has changed slightly since the last application submittal.

When comparing the potential number of lots and units, and corresponding surface and site impacts, the rezone to the R-3 Open Space Concept provides the basis for a sustainable, cohesive project design that implements smart growth principles. By allowing smaller lot areas, the extent of construction can remain closer to Westbrook Street, away from the Stroudwater River providing a vegetated buffer between the developed areas and the river. The proposed lot layout will reflect characteristics of a Conservation Subdivision by clustering the site development and designating a preserved natural area for shared public use. Within the developed areas, there is also the opportunity for incorporating decentralized LID stormwater techniques to mitigate and treat onsite runoff.

Under the R-3 rezone, the smaller lot sizes would drive the house price point closer to the affordability requirements set by the Inclusionary Zoning Ordinance. Because it is proposed that the IZ units be provided within the development, the lesser home costs of the R-3 zone would create a more cohesive neighborhood with less distinction between the R-3 and IZ homes. This idea is described in further detail within the attached Housing Attainability Summary (Attachment I).

A summary of the lots and surfaces for each concept are as follows (also noted on the Site Plans):

Concept Lot Summary					
	R-1 Buildout	R-2 Buildout	R-3 Buildout	R-3 Open Space	R-5a Open Space
<i>Camelot Farms</i>	80	104	160	91	70
<i>Westbrook Street</i>	4	4	5	4	7
<i>Open Space Lots</i>	0	1	1	4	0
TOTAL	84	109	166 (180 units)	99 (108 units)	77 (137 units)
Concept Surface Summary					
<i>Open Green Space</i>	0 ac	0 ac	0 ac	24.67 ac (44%)	21.62 ac (39%)
<i>Net Impervious Surface Increase</i>	7.58 ac	9.09 ac	12.75 ac	8.10 ac	9.73 ac
<i>Wetlands Impact</i>	3.79 ac (27%)	3.85 ac (27%)	3.67 ac (26%)	0.25 ac (2%)	0.80 ac (6%)

The open space and public access to the site is to be assured by the Applicant via an easement completed in two steps. The initial Open Space and Public Access Easement will be signed and issued to the public for the parcel directly abutting the Turnpike immediately following a successful rezone of the parcel to R-3 and ROS. Because the larger parcel is subject to a Purchase and Sale Agreement, the Open Space and Public Access Easement will be held in escrow until the exchange of ownership of the parcel is complete at the conclusion on the PS&A. At a minimum, all land within 250 feet. of the Stroudwater River will be rezoned ROS, however the final Open Space and Public Access Easement will be continued and expanded beyond the 250-foot buffer to the proposed property lines and/or public right-of-way.

The Applicant has completed additional environmental due diligence normally associated with a Site Plan/Subdivision Application in response to site impact concerns addressed by the neighbors. In addition to Wetland Delineation and outreach to State and Federal Agencies (Army Corps, US Fish & Wildlife Service, Maine Natural Areas Program, Maine Inland Fisheries & Wildlife, and Maine Historic Preservation Commission) completed in the Fall, an Ecological Habitat Assessment Report has been developed and included in this submission package.

There has also been a concern from select neighbors that a full buildout R-1 concept as submitted is not feasible. After reviewing the information received to date from our Environmental Consultants and Regulatory Agencies, and standards and regulations set by the City of Portland's Chapter 14 Land Use Code, it is our professional opinion that the full buildout of the R-1 concept is feasible.

This final submission package is intended to meet and expand upon the City's Submission Requirements as outlined in the Zoning Map/Text Amendment. The following documents and drawings are to be uploaded onto the City's electronic submission site in addition to the previously uploaded documents (please note that all new and updated documents are as highlighted):

Documents:

- A. Cover Letter – *Updated*
- B. Zoning Map Amendment Application – *Updated*
- H. Ecological Habitat Assessment Report, by Verdanterra Dated 3/15/17 – *New*
- I. Housing Attainability Summary, by Camelot Holdings, LLC Dated 3/30/17 - *New*

Drawings:

- R-3 Open Space Concept Site Plan, C-10 Dated 10/26/16 – Updated 3/29/17
- R-3 Open Space Concept Aerial Site Plan, C-11 Dated 12/9/16 – Updated 3/29/17
- R-3 Full Buildout Concept Aerial Site Plan, C-12 Dated 2/10/17 – *Updated 3/29/17*
- R-2 Full Buildout Concept Aerial Site Plan, C-21 Dated 2/10/17 – *Updated 3/29/17*
- R-1 Full Buildout Concept Aerial Site Plan, C-31 Dated 1/17/17 – *Updated 3/28/17*
- R-5a Open Space Concept Aerial Site Plan, C-41 Dated 3/28/17 – *New*
- Ex-2 Parcel Exhibit, Dated 2/14/17 - *Updated*

Camelot Holdings, LLC and the design team look forward to your review of these updated and new additions to the final project application to be presented at and spoken to at the next Planning Board Workshop meeting. If you have any questions regarding these materials or the completeness of the application materials, please contact us within the next five (5) days.

Sincerely,



William H. Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.





Zoning Map/Text Amendment/Contract or Conditional Rezoning Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the review of requests for zoning map amendments, zoning text amendments and contract or conditional re-zoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Zone Change.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division

Fourth Floor, City Hall

389 Congress Street

(207) 874-8719

planning@portlandmaine.gov

Office Hours

Monday thru Friday

8:00 a.m. – 4:30 p.m.

PROJECT NAME:

CAMELOT FARMS

PROPOSED DEVELOPMENT ADDRESS:

1700 WESTBROOK STREET

PROJECT DESCRIPTION:

Proposed redevelopment of existing farmland into a traditional single-family development within the Stroudwater neighborhood. A portion of the site is to be preserved as a recreational, green space using the Recreational Open Space Zone.

CHART/BLOCK/LOT: 229-A-2, 246-A-3, 247-A-3, 248-A-9, 256-A-3, 246-A-6, 247-A-2, 245-B-5

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Michael Barton Business Name, if applicable: Camelot Holdings, LLC Address: 62 Portland Road, Suite 25 City/State: Kennebunk Zip Code: 04043	Applicant Contact Information Work #: Home #: Cell #: (207) 939-5432 Fax#: e-mail: michael.corbett.barton@gmail.com
Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information Work #: Home #: Cell #: Fax#: e-mail:
Agent/ Representative Name: Address: City/State : Zip Code:	Agent/Representative Contact information Work #: Home #: Cell #: Fax#: e-mail:
Billing Information Name: [See Applicant Information] Address: City/State : Zip Code:	Billing Information Work #: Home #: Cell #: Fax#: e-mail:

Engineer Name: William H. Savage, P.E. Acorn Engineering, Inc. Address: PO Box 3372 City/State : Portland, ME Zip Code: 04104	Engineer Contact Information Work #: (207) 775-2655 Home #: Cell #: (207) 317-1884 Fax#: e-mail: wsavage@acorn-engineering.com
Surveyor Name: David Titcomb, PLS Titcomb Associates Address: 133 Gray Road City/State : Falmouth, ME Zip Code: 04105	Surveyor Contact Information Home #: Work #: (207) 797-9199 Cell #: Fax#: e-mail: DTitcomb@titcombsurvey.com
Architect Name: Address: City/State : Zip Code:	Architect Contact Information Work #: Home #: Cell #: Fax#: e-mail:
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information Work #: Home #: Cell #: Fax#: e-mail:
Designated person/person(s) for uploading to e-Plan: Name: Olivia Dawson e-mail: odawson@acorn-engineering.com Name: William Savage e-mail: wsavage@acorn-engineering.com Name: e-mail:	

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

The application submission includes the purchase and sale agreement for the lots 229-A-2, 246-A-3, 247-A-3, 248-A-9, 256-A-3 and the deed to the additional parcel (CBL, 246-A-6, 247-A-2, 245-B-5).

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

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

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

The existing property is comprised of a single family home with accessory barn and storage structures. The majority of the site is farmland and fronts the Stroudwater River.

Current Zoning Designation(s): R-1, RESIDENTIAL ZONE

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

The project proposes to redevelop the existing, small farm with a single-story home and accessory shed and barn structures into a traditional single-family development within the Stroudwater neighborhood; house lots will range in size between 6,500 sf to 20,000 sf. The portion of the site adjacent to Westbrook Street is proposed to be regraded to support a road network, subdivided lots, and ancillary infrastructure. The remaining space will remain a shared green space.

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 FEES:

Zoning Map Amendment _____ \$3,000.00 (from R-1 zone to R-3 & ROS zone) *fee provided in previous application submission Zoning Text Amendment _____ \$3,000.00 (to Section 14-_____) Combination Zoning Text Amendment and Zoning Map Amendment _____ \$4,000.00 Conditional or Contract Zone _____ \$5,000.00 (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.)	The City invoices separately for the following: • Notices (\$.75 each) • Legal Ad (% of total Ad) • Planning Review (\$50.00 hour) • Legal Review (\$75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.
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INSTRUCTIONS FOR ELECTRONIC SUBMISSION:

Please refer to the application checklist (attached) for a detailed list of submission requirements.

1. Fill out the application completely and e-mail the **application only** to planning@portlandmaine.gov (Please be sure to designate a person who will be responsible for uploading documents and drawings.) This step will generate the project ID number for your project.
2. An invoice for the application fee will be e-mailed to you. Payments can be made on-line at [Pay Your Invoice](#), by mail or in person at City Hall, 4th Floor. Please reference the Application Number when submitting your payment which is located in the upper left hand corner of the invoice.
3. The designated person responsible for uploading documents and drawings will receive an email from eplan@portlandmaine.gov with an invitation into the project. At this time, you will upload all corresponding documents and plans into the project. For first time users you will receive a temporary password which you must change on entry. Make note of your username and password for any future projects.

Reminder: Before the project can move forward, the application fee shall be paid in full and all required documents and drawings shall be uploaded into e-plan correctly.

4. Follow the link below (Applying Online Instructions) for step by step instructions on how to do the following:
Tab 1 - Setting up the appropriate compatibility settings for your PC and getting started in e-plan.
Tab 2 - Preparing your drawings, documents and photos for uploading using the correct naming conventions
Tab 3 - Preparing and uploading revised drawings and documents

[Applying Online Instructions](#)

5. When ready, upload your files and documents into the following folders:
"Application Submittal – Drawings"
"Application Submittal – Documents"
6. Once a preliminary check has been made of the submittal documents and drawings, staff will move them to permanent folders labeled Drawings and Documents. As the process evolves you will be able to log in and see markups, comments and upload revisions as requested into these folders.

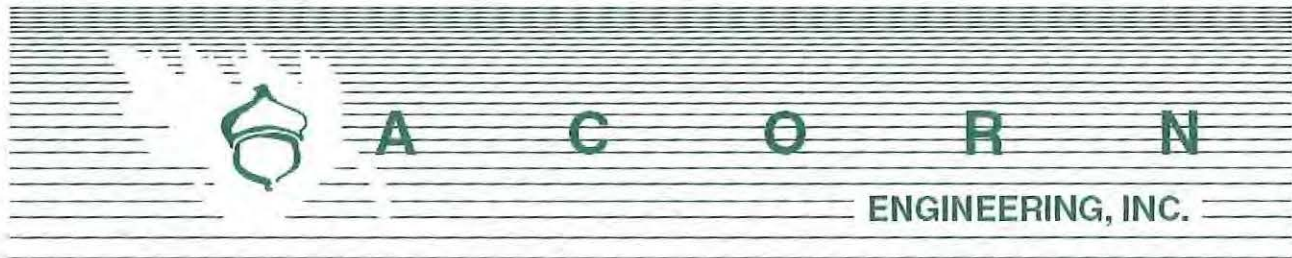
APPLICANT SIGNATURE:

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law.

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

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

Signature of Applicant: 	Date: 3/30/17
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C. Project Narrative

Camelot Farm Residential Development

Revised February 2017

The Camelot Farm parcel is an approximately 54-acre piece of pastureland with frontage along Westbrook Street and the Stroudwater River. It offers a unique opportunity to provide something the City of Portland has not experienced in generations: a chance to create an innovative, environmentally thoughtful, and diverse mix of home ownership options unified by a comprehensive approach to its implementation. Neighborhood amenities will also include zone protected access to shoreland areas and preserve recreational space for diverse, shared-uses. The anticipated plans call for the creation of approximately 95 homeownership opportunities.

In alignment with the current and goals of the future comprehensive plan, the proposed development intends to take queues in consideration as a whole. The following goals have been highlighted from the plan and are not intended to be an exhaustive list:

As Highlighted from the Current Comprehensive Plan:

- **Maximize development where infrastructure exists**
 - Westbrook Street contains access to water, sewer, electricity, and natural gas and is within 200 feet of the proposed development
- **Balance the natural and built environment**
 - Concentration of infrastructure and proposed house lots towards the Westbrook Street frontage will maximize the use of the land that lends itself to responsible development and provides access to several acres of shared natural spaces currently in place on the parcel. Opportunities for recreational space on lower portions of the site are also being explored.
 - Providing green buffer spaces directly along Westbrook Street that flank the access points to the development intend to provide a natural transition that respects the history of the parcel
- **Link existing trail systems and provide access to shoreline areas**
 - Provide Green Spaces with Blue Edges that naturally transition from the residential development towards the Stroudwater River
 - Promote walkability and bike-ability within the neighborhood and onsite amenities

- With the addition of the 9-acre parcel, new opportunities are provided within the site to access the Stroudwater River and provide connectivity between the Fore River Sanctuary to the Stroudwater River trail systems.
- **Offer a diverse mix of housing options to help increase homeownership opportunities for all types of households**
 - The home offerings are intended to be without bias. The goal is to provide equal opportunities for first time home buyers, empty nesters, growing families, and working professionals alike.
- **Provide innovative new housing development near service centers and employers while maintaining proximity to neighborhood assets**
 - The Stroudwater area has a classic neighborhood feel to which this development intends to respect. It includes single family lot sizes within the range of those being proposed (both minimum and maximum). The area also lays claim to large employers such as Unum to which the convenience of new housing product might inspire employees to consider relocation to the city. Additionally, there is the Portland International Jetport a mere mile away and the Portland Transportation Center and Thompson's a manageable 2.5-mile travel via vehicle or trail making this location appealing to those who work remotely but choose Portland as their place to live and enjoy.
 - Innovation also shows through the intent to amend the current zone from R-1 to R-3. This is an attempt to reverse the trend of lower density in the outskirts of the city associated with sprawl, while respecting the existing housing stock in the area. The intended result is to provide as many new residents as is practical the opportunity to enjoy the unique amenities the Stroudwater area has to offer. An added benefit of the increase in density is the access to several acres of shared green space within the parcel.
- **Utilize new technologies and materials to provide quality, efficient, and sustainable homes**
 - New residences will be constructed using high quality materials that provide ease of maintenance and operation, and consider the total life cycle a home experiences. Interior finish materials will be sensitive to the end users well-being with indoor air quality taking high priority.
 - The site will utilize innovative management techniques to control and treat stormwater run-off as the site transitions from an historically agrarian impact to residential. Design will also respect natural topography and resources with intentions to preserve or improve those that could be pre-existing on the parcel.

As Highlighted from the Future Comprehensive Plan Goals and Strategies:

- **Incorporate multiple functions in recreation & open space**
 - The proposed project site is an underutilized piece of pastureland that has the capacity to be developed into a diverse space of both residential and recreational open space to create a complementary, shared-use of the land.
 - The property presents the opportunity to link the Stroudwater River Trail with the Fore River Sanctuary system under a partnership with Portland Trails to create a more integrated trail network.
 - The project proposes open space that can potentially be used as a Community Garden to be accessed and utilized by the entire neighborhood.
 - The open space within the site also offers the potential for a mixed-use pond functioning as a stormwater quality and quantity device as well as recreationally as a seasonal ice skating rink.
- **Create economic prosperity by growing Portland's tax and employment base**
 - The proposed project has the capacity to attract new professionals to the area by providing a less urban, greater green space appeal still within the City limits and a shorter commute to the greater Portland businesses
- **Improve water quality**
 - The proposed project will be designed to meet and potentially exceed the stormwater quality and quantity control measures as outlined by the Maine Department of Environmental Protection's (MDEP) Chapter 500 – Stormwater Management Law rules and regulations. The runoff is proposed to not enter the existing municipal combined sewer system within Westbrook Street and instead be treated and detained within the property before dispersing into the existing onsite buffer area to be preserved and maintained as such after construction.
 - Stormwater will be treated using best management practices (BMP) designed to the standards set by the MDEP BMP Manual
 - Construction and maintenance activities will incorporate erosion and sedimentation control practices to limit sediment transport, wetland and waterbody impact, and land disturbance. Erosion Control Inspection will be provided by a MDEP Approved Third-Party Inspector.

In closing, this development should be viewed to provide some relief to the pressures of low housing inventories that some believe are hampering growth within the city. It will provide chances for those who want to relocate to or within this city, downsize or upsize, and/or transition from rental to homeownership. It will give Portland a chance to create a modern neighborhood to take pride in and will do so on a scale that should make noticeable differences in a relatively short timeframe at a price point that is attainable.



ATTACHMENT D

Purchase and Sale Agreement for Lots: 229-A-2, 246-A-3, 247-A-3, 248-A-9, 256-A-3

PURCHASE AND SALE AGREEMENT
(Real Estate)

Agreement made and entered into this day by and between ONEX CO., a/k/a Onex Company, a Maine business corporation having a mailing address of 399 Old Brunswick Rd., Bath, ME ("Seller") and DIVERSACORP, LLC, a Maine limited liability company having a mailing address of 5 Stone Pony Circle, Saco, ME, or its assigns ("Buyer"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURCHASE AND SALE OF PREMISES. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and buildings commonly known and designated as "Canelet Farm," located generally at 1700 Westbrook Street, Portland, Maine, and consisting of roughly 44.8 acres of real property, together with all improvements and fixtures thereon and all rights appurtenant thereto, being more particularly described in a Warranty Deed recorded in the Cumberland County Registry of Deeds in Book 14598, Page 346 (the "Deed") ("Premises" or "Property"). A copy of the deed is attached hereto as **EXHIBIT A** and made a part hereof. The description of the Premises in the Deed is understood to be general in nature and the description in the deed of conveyance contemplated herein shall be subject to approval by Buyer.

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of [REDACTED] payable as follows:

a. The sum of [REDACTED] as Deposit payable upon the signing of this Agreement by both parties ("Deposit"). This Deposit shall be held by [REDACTED] ("Escrow Agent") in a non-interest bearing account. It shall be applied as credit to the purchase price at closing or disposed of as set forth herein. In the event of a dispute over the return or forfeiture of any deposit held by the Escrow Agent, the Escrow Agent shall continue to hold the deposit until it has received a written release from the parties consenting to its disposition, or until a final order. Regardless of its representation of any party to this Agreement, Escrow Agent shall not, as Escrow Agent, have any responsibility or liability to any party beyond the proper disposition of the escrow funds actually paid over to it. All parties agree to indemnify and hold the Escrow Agent harmless from any and all costs, actions, failure to act, or payment or refusal to pay, so long as said actions are made in good faith and are not a result of willful misconduct, including any defense costs or attorney's fees. The Escrow Agent shall incur no liability in acting upon any signature, notice, request, waiver, consent or other document believed by the Escrow Agent to be genuine.

b. The **BALANCE** of the purchase price, the sum of [REDACTED] by bank check, wire transfer or equivalent, at the time of closing subject to adjustment and as set forth in the Prorations.

Onex Initials: _____

Diversacorp: _____

KD
8-15-16
ADL
8-18-16

3. **VESTING OF DEPOSIT.** The Deposit set forth in Section 3 above shall be refundable in full until the following occurrences, at which point, such portions of the deposit shall become non-refundable and shall vest in, and be released to, Seller: (a) [REDACTED] shall become non-refundable upon final approval of the subdivision plan by the City of Portland; (b) [REDACTED] shall become non-refundable upon satisfaction of the financing contingency set forth below.

4. **CLOSING.** The closing shall take place at the offices of Bergen & Parkinson, 62 Portland Road, Kennebunk, Maine within sixty (60) days after the later of: a) receipt of final subdivision approval from the City of Portland, or; b) satisfaction of any of the conditions precedent to buyers obligation to purchase set forth below. Notwithstanding the intended deadline set forth in the preceding sentence, Buyer and Seller agree that Buyer may extend the closing date up to sixty (60) additional days.

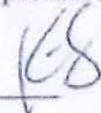
5. **TRANSFER OF TITLE.** Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of liens and encumbrances, subject to the following:

a. Buyer shall have until thirty (30) days after the Effective Date to determine if title to the Premises is acceptable and notify Seller of the same. In the event that Buyer determines that Seller would be unable to convey title to the Premises as aforesaid and Buyer properly notifies Seller, then Seller shall have thirty (30) days notice from Buyer in which either to: notify Buyer that Seller via its own counsel shall remedy such title defects, to the satisfaction of Buyer's Counsel, at Sellers expense, or, notify Buyer that Seller shall reimburse Buyer at closing all Buyer's legal and other costs associated with remedying such title defects. If Seller fails to provide notice to Buyer within 30 days as set forth in the preceding sentence, then Seller hereby agrees that Buyer's costs of curing such title issues, including legal and other fees and costs, shall be offset against the purchase price at closing. Any period of time ninety (90) days after Seller received notice of a title defect, and the final recording or filing of any curative documents shall toll all deadlines and periods for any contingencies set forth anywhere in this agreement. In the event that said defects cannot be corrected or remedied within said time period to the satisfaction of Buyer's counsel, Buyer may terminate this Agreement by written notice to the parties and any non-vested portion of the Deposit shall be returned to Buyer. Buyer may, however, at its sole discretion elect to close notwithstanding such defects as may exist. Seller and Buyer understand and agree that any mortgages and liens on the Premises shall not be considered title defects provided that the same shall be discharged at or prior to the closing at Seller's expense. Seller may use purchase money proceeds for this purpose.

b. Seller agrees that it will not further encumber or permit to be encumbered the Premises by any liens, mortgages, attachments, covenants, restrictions or easements after the date of this Agreement.

c. At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a Quitclaim Deed with Covenants to the Premises, in accordance

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with the Short Form Deeds Act, 33 M.R.S.A. § 761 et seq., (the "Deed") together with a Bill of Sale for personal or intangible property, and such other rights as may be associated with the Property, if any. If Seller fails to execute and deliver a separate Bill of Sale or Assignments, then this Agreement shall be deemed to convey the same and this Provision survives closing, and in such instance, Seller hereby grants and assigns to Buyer all such personal property as of the date of Closing.

d. Seller further agrees to execute and deliver to Buyer at the closing such Affidavits and Certificates as are reasonably necessary for Buyer's acquisition and financing of the Premises, including without limitation a Certificate of Non-Foreign Status (as required by Internal Revenue Service regulations), an affidavit regarding underground storage tanks (as required by Maine Laws), and a title insurance "Seller's Affidavit" regarding mechanics liens and persons in possession.

e. Seller is a corporation and Seller certifies that it is duly authorized and validly existing under the Laws of the State of Maine and agrees to provide evidence satisfactory to Buyer of due organization, authority, and good standing, including an opinion of counsel evidencing the same, which opinion may be required at Buyer's sole discretion.

6. **CONDITION OF IMPROVEMENTS.** Improvements at the Premises shall be delivered to Buyer at closing in "broom clean" condition. The improvements shall be sold and conveyed strictly on an "as is", "where is" and "with all defects" basis. Notwithstanding the foregoing, Seller covenants that it has no knowledge that the improvements violate any federal, state, municipal or local statutes, laws, rules, regulations or ordinances, including, without limitation, those pertaining to land use (or permits issued in connection therewith), zoning, lead paint, urea formaldehyde foam insulation, asbestos, hazardous or toxic wastes or substances, pollutants, contaminants or other environmental matters. The provisions of this paragraph shall survive the Closing and delivery of the Deed (as hereinafter defined) or any expiration or termination of this Agreement.

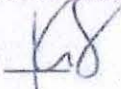
7. **RISK OF LOSS, DAMAGE AND INSURANCE.**

a. All risk of loss to the Premises prior to the closing shall be borne by Seller. Seller shall keep the Premises fully insured against fire and other extended coverage risks until the closing.

b. In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the opinion of Buyer, substantially damaged, Buyer may either (i) terminate this Agreement and receive back any non-vested earnest money deposit, or (ii) accept the insurance proceeds payable by reason of such damage, destruction or taking and close this transaction notwithstanding the same. Seller agrees and hereby assigns any proceeds payable pursuant hereto to Buyer, and shall name Buyer as an additional insured as Buyer's interest may appear.

8. **INSPECTION/DUE DILIGENCE.** So long as Buyer is accompanied by Seller's Broker or another authorized agent of the Broker and upon reasonable advance notice, Buyer

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may enter into any part of the Premises at all reasonable times prior to the closing in order to inspect the Premises, conduct surveys, soil tests and engineering studies and to do such things as are reasonably necessary with respect to its acquisition, improvement or development of the Premises. Nothing in this paragraph shall limit the inspections necessary to complete due diligence and to meet any contingencies precedent to Buyer's obligation to close as set forth below. Except as otherwise set forth elsewhere in this Agreement, Buyer shall have one hundred twenty (120) days within which to complete general due diligence.

9. **POSSESSION OF THE PREMISES AND LEASES.** The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity.

10. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

a. Seller has no knowledge, after reasonable investigation, that the Premises violates any applicable laws, ordinances, or regulations.

b. Seller has no knowledge, after reasonable investigation, that the Premises contains any special wastes, underground storage tanks urea-formaldehyde foam insulation, radon, asbestos containing materials, lead-based paint, waste oil, petroleum and any other hazardous, biomedical, radioactive or toxic, substances, materials or wastes. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local. Notwithstanding the foregoing, Seller believes there is or may have been an underground oil storage tank located in the front yard of the Premises, being further described in the Disclosure Form Delivered to Buyer.

c. There are no outstanding pending or threatened liens, claims, rights of first refusal, or encumbrances against the Premises.

d. All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

e. There are no outstanding claims, losses or demands against Seller by any tenant or other person respecting Seller's ownership, use and/or occupancy of the Premises.

f. There are no leases on the Premises.

g. No portion of the Premises is currently classified as Farm land or Tree Growth under applicable provisions of Title 36 M.R.S.A.

h. The Premises, is classified as Open Space the City of Portland and shall be withdrawn from such classification prior to or at closing at Seller's expense. Seller may use purchase money proceeds for this purpose.

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i. To the best of Seller's knowledge, there are rights of ingress and egress in perpetuity from the Premises to public highways or roads for both vehicular and pedestrian traffic and utilities.

j. Seller has provided Buyer with a copy of a survey made by Nadeau & Lodge, Inc., dated Feb. 21, 2003 entitled "Plan Depicting the Results of a Standard Boundary Survey Made for Onex Company [sic], Southerly Sideline of Westbrook Street, Portland, Maine" (the "Onex Plan"). Other than encroachments listed on the Onex Plan, there are no known boundary disputes or other encroachments affecting the Premises. For the avoidance of doubt, Buyer's knowledge of encroachments on the Onex Plan is not a waiver of Buyer's right to require reasonable curative boundary work as a condition hereof.

k. Seller has transacted business under the name "Onex Co." as registered with the Maine Secretary of State, and also as "Onex Company," as identified in a certain deed by which it took title (CCRD Book 14598, Page 346), and Seller certifies that that "Onex Co." and "Onex Company" as listed on said deed are one and the same.

l. Seller shall obtain authorization from its shareholders to enter into this Agreement, and to take all actions required hereunder, and further, that any notices given in advance of such meeting for the approval of this agreement shall be timely and duly given in accordance with the Bylaws, and any other governing documents, of the Seller.

11. **DEFAULT AND REMEDIES.** Upon default by either party, the non-defaulting party shall have all rights and remedies available to it in equity or at law, including Buyer's right to specific performance under this Agreement.

12. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.** The obligation of Buyer to close is subject to the satisfaction at or before the closing of all of the following conditions:

a. All representations and warranties of Seller contained in this Agreement shall be true as of the closing.

b. Buyer may, at its sole option, order its own survey of the Property, and any boundary encroachments, whether on Buyer's survey, or the Onex Plan, or otherwise, shall have been cured.

c. Buyer shall have determined within the timeframe set forth in Section 5 above that Seller can convey title in form and substance satisfactory to Buyer and Buyer's counsel.

d. Within 240 days after the Effective Date, Buyer shall have satisfactorily completed all inspections, testing, permit applications, or other requirements necessary to receive subdivision approval ("Necessary Investigations"), it being understood that each such Necessary Investigation constitutes its own condition precedent.

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e. Within 300 days after the Effective Date, Buyer shall have received final subdivision approval, granted in full and without any remaining contingencies to be fulfilled. In the event this condition is not met at the end of 300 days, and provided further that Buyer has diligently pursued the same, then Buyer may extend this contingency deadline by 60 days by giving Seller or its agents notice thereof, and paying to Seller an additional \$5,000, which payment shall be in addition to the purchase price.

f. Within 60 days after final subdivision approval, Buyer shall have received financing for a mortgage loan in such amount and upon such terms and conditions as are satisfactory to Buyer.

g. Within the first 120 days after the Effective Date, Buyer shall have obtained an inspection of the Premises and determined them to be free of wetlands, endangered or threatened wildlife or plant habitats, coastal sand dunes, great ponds, rivers and streams and in compliance with all applicable laws, ordinances, and regulations. In the event the Premises or a portion thereof is determined to be in wetlands, etc. as described above, then so long as such condition does not materially or adversely impair the Buyer's development of the Premises then this condition shall be deemed satisfied.

h. Within 90 days after the Effective Date, Buyer shall have obtained a general building inspection of any structures on the Premises disclosing the Premises to be structurally sound (except for a leak in the roof, some rot in the exterior wood on the house, and some rotten wood in the stable, all as disclosed to the Buyer) and in good repair and all of the mechanical systems, including without limitation, plumbing, heating, electrical, drainage, water, sewer/septic to be in working order and repair and adequate to serve the premises, all to the satisfaction of the Buyer.

i. Within the first 90 days after the Effective Date, Buyer shall have obtained an environmental site assessment of the Premises disclosing the Premises to be free of urea-formaldehyde foam insulation, hazardous substances, underground storage tanks (other than as disclosed by the Buyer on Seller's Property Disclosure), asbestos containing materials, lead-based paint, radon and special wastes. The terms used in the foregoing sentence shall have those meanings ascribed to them under Federal, State and/or Local Law.

j. Within 60 days after final subdivision approval, Buyer shall have obtained an appraisal of the Premises with a valuation equal to or greater than the purchase price hereunder.

k. Prior to closing, any action by any officer, director, or shareholder of Seller, or any other party claiming via rights to, through, or associated with Seller challenging this Agreement or the proposed sale or subdivision development contemplated hereunder shall thereafter toll all deadlines set forth herein, which deadlines shall remain tolled until either final settlement, bonding off, or final adjudication of such matter, which, for the avoidance of doubt, includes the passage of any appeals period.

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l. Prior to closing, Seller shall have conducted necessary tests to locate the buried tank referenced in its disclosure, and shall have removed such tank at its sole expense in compliance with any applicable laws, evidence of which compliance is a condition precedent to closing.

13. **BROKERAGE.** Seller is responsible for the payment of all fees and commissions due any real estate brokers with respect to this transaction. Seller agrees to indemnify and hold Buyer harmless from any and all claims made by real estate brokers with respect to this transaction. This indemnity shall include all costs and expenses including attorney's fees incurred by Buyer in defense against any such claim, and shall include claims made post-closing.

14. **ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.**

a. Real estate taxes, assessments, rentals and utilities shall be prorated as of the closing.

b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A.

c. The recording fee for the deed of conveyance will be paid by Buyer.

d. A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

e. Utilities shall be prorated as of the closing date and Buyer shall reimburse Seller for any unused fuel oil or gas.

f. Seller shall pay any penalties due to the City of Portland which relate to Seller's removal of the Premises from any Open Space, Tree Growth, Farmland, or other such tax program set forth under Title 36 of the Maine Revised Statutes.

15. **CONFIDENTIALITY.** Seller and Buyer covenant and agree to keep confidential the terms of the transaction contemplated hereby and not to disclose to any person either the fact that discussions or negotiations are taking place (other than Buyer's lender or attorney) concerning the acquisition of the Property or the substance or status thereof, except as is necessary to perform obligations pursuant hereto.

16. **MISCELLANEOUS.** The parties further agree as follows:

a. **Binding Agreement / Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors, and assigns. Buyer reserves the right to assign this Agreement to an entity to be formed.

b. **Joint & Several.** Seller shall refer to each selling party as their interests

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appear but each Seller shall be responsible for all warranties and representation on a joint and several basis.

c. Amendment. This Agreement shall not be changed in any respect except by written instrument signed by the parties hereto.

d. Governing Law / Jurisdiction. This Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Maine and parties recognize Maine as the courts of Cumberland County having sole forum having jurisdiction hereover.

e. Severability. If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable according to the law, then the remaining terms, conditions, and provisions of his Agreement, or the application of any such invalid or unenforceable terms, condition or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. Headings. The descriptive headings of the sections of this Agreement have been inserted for the convenience and reference only and shall not control or affect the meaning or construction of any of the contents hereof.

g. Integration. This Agreement may be executed in multiple originals and embodies the entire understanding of the parties. All prior discussions and representations are merged herein.

h. Notice. Any demand or notice required or permitted hereunder, shall be effective if either: (i) hand-delivered to the addressee, or (ii) deposited in the mail, registered or certified, return receipt requested and postage prepaid, or delivered to a private express company addressed to the addressee: (A) at the address shown below, or (B) if such party has provided the other in writing with a change of address, at the last address so provided. Any notice or demand mailed as provided in this paragraph shall be deemed given and received on the earlier of: (i) the date received, or: (ii) the dated of delivery, refusal or non-delivery as indicated on the return receipt, if sent by mail or private express as provided above. All notices required to be given, or which may be given hereunder, shall be in writing and if mailed, shall be sent by mail to the party to be notified as follows:

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Seller:	Onex Co. Attn: Kerrin Dorne, 68 Old Farm Road Newton, MA 02459
With a copy to:	Alexandra E. Caulfield Drummond Woodsum 84 Marginal Way, Suite 600 Portland, Maine 04101-2480
Buyer:	Diversacorp, LLC Attn: Nate Libby 5 Stone Pony Cir. Saco, ME 04072
With Mandatory Copy To:	Jason G. Howe, Esq. Bergen & Parkinson, LLC 62 Portland Road, Suite 25 Kennebunk, ME 04043

or to such other addresses as one party may from time to time hereafter designate by like notice to the other.

i. Gender and Number. All words denoting gender or number shall be construed to include any other gender or number as the context and facts require.

j. Survival / Merger. All representations of Seller survive closing unless extinguished in writing by agreement of the parties signed at closing. For the avoidance of doubt, acceptance of the Deed by Buyer does not merge the provisions of this Agreement or satisfies all obligations and representations of Seller.

k. Time. Time is of the essence in this Agreement.

l. Survey. Survey means a map of a staked survey of the Real Property and Improvements constituting the Property prepared by a surveyor who prepared one or both of the Existing Surveys (as defined herein), such Survey to comply with the ALTA/ACSM Survey Requirements 1999 for ALTA/ACSM land title surveys jointly established and adopted in 1999, by the American Land Title Association, American Congress on Surveying and Mapping, and the National Society of Professional Engineers, including optional items 1, 2, 3, 4, 6, 7, 8, 9, 19 and 11 of Table "A" thereof, which meets the accuracy standards (as adopted by ALTA and ACSM and in effect on the date of the Survey), or a state standard which is comparable to the foregoing ALTA/ACSM standard.

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m. Professional Advice. Each party hereby acknowledges that they have read and understand this Agreement and have had an opportunity to obtain professional advice regarding the same.

n. Recording. Buyer reserves the right to record a memorandum of this agreement at the Cumberland County Registry of Deeds at its expense, and Seller agrees to sign a memorandum hereof.

o. Authority. Seller warrants and represents that it / they have full authority to execute this Agreement and perform all obligations contained herein. All such actions have been properly authorized by any required votes and the party signing on behalf of Seller is duly appointed to so act in said capacity to make this Agreement binding upon Seller.

p. Signatures/Counterparts. Facsimile or Electronic Signatures shall be deemed to be and treated as originals. This agreement may be signed in counterpart, the combination of which counterparts constitutes a binding final agreement.

q. Improvident Transfers. Seller warrants and represents that they have fully complied with the Improvident Transfer Act and that this Agreement is enforceable pursuant to the provisions thereof.

17. **AGREEMENT OF ESCROW AGENT**. In the event of any dispute regarding the disposition of the escrowed funds held by Escrow Agent, Escrow Agent shall have the right to deliver said funds to a court of competent jurisdiction and commence an interpleader action to determine the proper disposition of said funds. Seller and Buyer agree to reimburse Escrow Agent for all expenses incurred by Escrow Agent in the interpleader action, including, without limitation, attorney's fees. Seller and Buyer further agree to hold Escrow Agent harmless for any action taken in good faith pursuant to the terms of this Agreement.

(Signatures Below)

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IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of this day of August 2016 ("Effective Date").

ONEX CO.
("Seller")

Witness Kevin Capen

By: [Signature]

Print Name: Kerrin Dorne

Its: Secretary

Thereunto Duly Authorized

DIVERSACORP, LLC
("Buyer")

Witness [Signature]

By: [Signature]

Nate Libby, its Manager

Thereunto Duly Authorized

Nate Libby
(President)

(Exhibit A Below)

Onex Initials [Signature]

Diversacorp [Signature]

EXHIBIT A

MAINE REAL ESTATE TAX PAID

0017200 BK14598P8386

Barrrandy Reed

Peter J. Rogers and Mary E. Rogers
 of Portland, Cumberland, County
 (being married), for consideration paid,
 grant to Onex Company, A Maine Corporation with a principal place of business
 at 440 Forest Avenue, Cumberland, County
 of Portland, Cumberland, County, Maine.
 with Barrrandy Reed,
 the land in Portland, Cumberland, County, Maine.

See Exhibit A attached hereto and made a part hereof.

Witness our hands and seals this fourth day of March 1999

Peter J. Rogers Mary E. Rogers
 Peter J. Rogers Mary E. Rogers

State of Maine, County of _____ at _____ March 4 1999

Then personally appeared the above named Peter J. Rogers and Mary E. Rogers
 and acknowledged the foregoing instrument to be their free act and deed.

Before me, Rachel Davis ☐ Justice of the Peace
☐ Attorney at Law
☒ Notary Public

RACHEL DAVIS
 Notary Public
 MY COMMISSION EXPIRES APRIL 17, 2001

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SK 14598FG347

EXHIBIT A

A certain lot or parcel of land, together with the buildings thereon, situated in Portland, in the County of Cumberland and State of Maine, in that part of Portland which was formerly Deering, on the southerly side of the road leading from Stroudwater Village, so-called, to Westbrook formerly called Saccareppa; being all and the same property which was conveyed to Adura S. Castner by Rufus T. Boothby and Frank P. Tibbets, et als., by their deeds of warranty dated March 11, 1899, as recorded in Cumberland County Registry of Deeds in Book 671, Pages 424 and 426, said property being bounded and described in said deeds as follows:

Northerly by said road, easterly by land now or formerly of N.H. Dale and land of the heirs of M. Quimby, southerly by the Stroudwater River and westerly by land now or formerly of Royal Burnham, containing forty-eight (48) acres, more or less, reference being made to said deeds and the record thereof for a more particular description of the premises.

Excepting from the above described premises those parcels of land conveyed by the grantor by the following conveyances: On June 7, 1938 to Carroll E. Hackett, recorded in Cumberland County Registry of Deeds in Book 1548, Page 416; on April 25, 1949 to Granville F. Allen et al., recorded in said Registry of Deeds in Book 1952, Page 394; on May 28, 1954 to Portland Water District recorded in said Registry of Deeds in Book 2198, Page 386; on July 14, 1965 to Frederick A. Butts et al., recorded in said Registry of Deeds in Book 2236, Page 405; on November 4, 1966 to Rosamond J. Allen, recorded in said Registry of Deeds in Book 2325, Page 368; on November 14, 1967 to Rosamond J. Allen, recorded in said Registry of Deeds in Book 2386, Page 205.

This conveyance is made subject to a right of way over the above described land taken by the Portland Pipe Line Corporation by condemnation proceedings and recorded in Cumberland County Registry of Deeds in Book 1655, Page 294 to which reference is hereby made.

This conveyance is also subject to an easement granted to the Portland Water District recorded in the Cumberland County Registry of Deeds in Book 1299, Page 462 to which reference is hereby made.

This conveyance is also made subject to an easement for a sewer pipe granted to Frederick A. Butts et al. in deed recorded in Cumberland County Registry of Deeds in Book 2236, Page 405.

Also excepting and reserving from the above described premises another certain lot or parcel of land adjoining and to the south of land of Lillian E. Hackett, formerly of Carroll E. Hackett mentioned above. Said lot or parcel of land being bounded and described as follows: Beginning at the southwest corner of said Hackett land; thence southerly projecting the line marking the western boundary of the said Hackett land and which projection would form a 90 degree angle with said Westbrook Street, one hundred (100) feet to an iron stake; thence at an angle of 90 degrees 48' easterly ninety-seven and sixty-two hundredths (97.62) feet to an iron stake; thence northerly one hundred (100) feet to a stake at the southeasterly corner of said Hackett land; thence westerly ninety-seven and sixty-two hundredths (97.62) feet along southern boundary of said Hackett land to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors by deed of Ruby H. Young dated October 27, 1880, recorded in the Cumberland County Registry of Deeds in Book 2574, Page 161.

RECEIVED
RECORDED REGISTRY OF DEEDS

1999 MAR -9 PM 3:27

CUMBERLAND COUNTY

John B. O'Brien

M.H.R.
P.J.R.

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Deed for Lots: 246-A-6, 247-A-2, 245-B-5

After recording return to:

Jason G. Howe, Esq.
Bergen & Parkinson, LLC
62 Portland Road, Suite 25
Kennebunk, ME 04043

Space Above This Line For Recording Data

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **JUDITH A. CAMINITI**, f/k/a Judith C. Green, having a mailing address of 67 Goose Cove Road, Trenton, ME 04605, FOR CONSIDERATION PAID, hereby grants to **DIVERSACORP, LLC**, a Maine limited liability company whose mailing address is 5 Stone Pony Circle, Saco, Maine, with Warranty Covenants, a certain lot or parcel of land, together with any improvements thereon and all rights appurtenant thereto, commonly know and designated as 1714 Westbrook Street, Portland, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Judith A. Caminiti, f/k/a Judith C. Green, has hereunder set her hand and seal as of this _____ day of February, 2017.

WITNESS

Judith A. Caminiti

STATE OF MAINE

County, ss.

Date: _____

Personally appeared the above-named Judith A. Caminiti, being formerly known as Judith C. Green, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Attorney at Law / Notary Public

Print: _____

[SEAL]

(Exhibit A Below)

EXHIBIT A
(1714 Westbrook St., Portland)

A certain lot or parcel of land, situated in Portland, Cumberland County, Maine and bounded and described as follows:

BEGINNING on the southeasterly side of Westbrook Street at a fir stump marked at the corner of land now or formerly of one Leavitt;

THENCE southeasterly by said Westbrook Street, ten (10) chains and sixty-three (63) links to land formerly of Solomon Conant, et als;

THENCE southerly by said Conant land twenty (20) chains eighty-seven (87) links to the Stroudwater River, across said river to land formerly of James Trickey, et als;

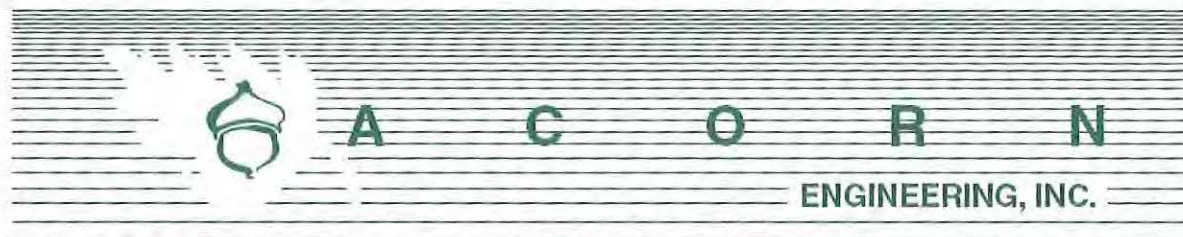
THENCE westerly by said River by said Trickey land and land formerly of George B. Leavitt to a stake;

THENCE by Leavitt land North 12° East (subject to variations since established) twenty-seven (27) chains and ninety-two (92) links to the first mentioned bounds, containing thirty (30) acres, more or less.

Excepting from the above-described premises those portions conveyed to Maine Turnpike Authority by Maurice S. Tomlinson, et al, by deed dated February 11, 1954, and recorded in the Cumberland County Registry of Deeds in Book 2166, Page 135; and by deed dated September 2, 1954, and recorded in said Registry of Deeds in Book 2166, Page 135.

Excepting from the above-described premises the parcel with a house thereon conveyed to Andrew D. Green and Judith C. Green by deed dated March 4, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11319, Page 55.

Excepting from the above-described premises the 1 acre parcel conveyed to Andrew D. Green by deed dated December 20, 2004, and recorded in the Cumberland County Registry of Deeds in Book 22163, Page 81. Regarding this exception, further reference is made to a certain Agreement Concerning Marital Property recorded in said Registry in Book 22163, Page 80, and a certain Abstract of Divorce recorded in said Registry in Book 22735, Page 32.



E. Non-Conforming Lot Summary

Camelot Farm Zoning Map Amendment Application

Based on feedback from the Planning Board, the abutting and surrounding lots to Camelot Farms zoned as R-1 or R-2 were evaluated for conformance with the City zoning standards. The Camelot Farms property is currently zoned as R-1 Residential Zone abutting the Stroudwater neighborhood as zoned as R-2 Residential. Upon review of the City of Portland's Zoning Map Viewer, it is apparent that there are multiple properties within each zone that do not meet the zoning standards as set by Chapter 14 of the Code of Ordinances. Instead, these lots represent a more dense and narrower configuration that would comply with a R-3 zone as proposed within the Camelot Farms neighborhood. It was identified that there are fourteen (14) existing non-conforming lots within the R-1 zone and fourteen (14) within R-2. Non-conforming lots were defined as not meeting the minimum lot size, lot width, or street frontage; building setback requirements were omitted from the list.

A summary of the space and bulk standards per zone is as follows:

<i>Zone</i>	<i>Min Lot Size</i>	<i>Min Lot Width</i>	<i>Min Street Frontage</i>
R-1 Residential	15,000 sf	100 ft	75 ft
R-2 Residential	10,000 sf	80 ft	50 ft

A table of the identified parcels are as listed below:

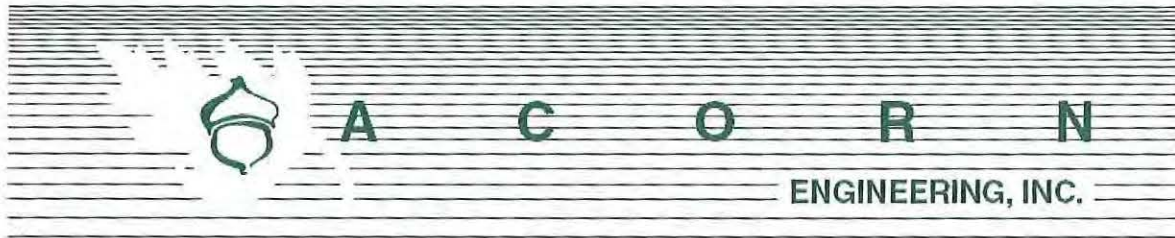
	<i>Address</i>	<i>Chart, Block, Lot</i>	<i>Non-Conforming Attribute</i>
R-1: Residential Zone			
<i>1</i>	<i>1683 Westbrook St</i>	<i>249-A-1</i>	<i>Lot Size - 14,375 sf</i>
<i>2</i>	<i>1593 Westbrook St</i>	<i>248-B-9</i>	<i>Lot Size - 14,600 sf</i>
<i>3</i>	<i>16 Swan St</i>	<i>250-B-7</i>	<i>Lot Width - 65 ft</i>
<i>4</i>	<i>6 Pierce Ave</i>	<i>250-B-6</i>	<i>Lot Size - 9,025 sf</i>
<i>5</i>	<i>10 Pierce Ave</i>	<i>250-B-4</i>	<i>Lot Size - 9,500 sf</i>
<i>6</i>	<i>18 Pierce Ave</i>	<i>250-B-1</i>	<i>Lot Size - 10,671 sf</i>
<i>7</i>	<i>37 Swan St</i>	<i>250-C-5,6</i>	<i>Lot Size - 9,500 sf</i>

8	13 Swan St	250-C-1,2 256-B-4	Lot Size – 14,250 sf
9	1567 Westbrook St	256-B-1,2,3	Lot Size – 14,139 sf
10	1563 Westbrook St	256-B-5	Lot Width – 76 ft
11	1557 Westbrook St	256-B-13	Lot Width – 76 ft
12	1549 Westbrook St	256-B-6	Lot Width – 76 ft
13	1543 Westbrook St	250-C-9	Lot Width – 76 ft
14	1533 Westbrook St	250-A-14	Lot Width – 51 ft
R-2: Residential Zone			
1	1527 Westbrook St	250-C-13	Lot Width – 61 ft
2	3 Stroudwater Rd	227-C-1	Lot Size – 9901 sf
3	1221 Westbrook St	213-E-7	Lot Size – 6,702 sf
4	1193 Westbrook St	213-F-6	Lot Size – 8,400 sf
5	1161 Westbrook St	213-F-3	Lot Size – 8,675 sf
6	1157 Westbrook St	207-B-6	Lot Size – 4,198 sf
7	50 Cobb Ave	210-B-33	Lot Size – 9,500 sf
8	111 Cobb Ave	210-A-10,11	Lot Size – 9,609 sf
9	9 Cobb Ave	213-A-4	Lot Size – 5,776 sf
10	1 Cobb Ave	213-A-5	Lot Size – 6,412 sf
11	1174 Westbrook St	213-A-8	Lot Size – 7,618 sf
12	24 Garrison St	213-A-13	Lot Size – 7,043 sf
13	36 Garrison St	212-A-33	Lot Size – 9,600 sf
14	67 Tide Mill Rd	212-A-51	Street Frontage – 42 ft



Omitting the lot with less than 50 feet of street frontage, all the existing lots listed above would conform to the standards set by the R-3 Residential Zone. Most of these lots also have the space and bulk characteristics of the proposed Camelot Farms conceptual layout. The current plan proposes 95 lots at an average area of 9,079 square feet with the smallest lot at 6,517 square feet and the largest at 24,357 square feet all with a minimum 50-foot street frontage and 65-foot width at center (assumed structure location). It is also assumed that homes are to be between 900 – 1800 square feet of building footprint. Under these specific characteristics, eighteen (18) existing lots within the R-1 and R-2 neighborhood would fit into Camelot Farms; specific lots are as italicized in the table above.

In all, the zone change from R-1 to R-3 for the residential section of Camelot Farms gives the flexibility for more narrow lots with lesser required street frontage that allows for efficient use of space and total road infrastructure. By studying the surrounding R-1 and R-2 neighborhoods, the proposed zone change is compatible with the existing neighborhood size and scale.



F. Architectural Design Examples

Camelot Farm Zoning Map Amendment Application

Camelot Farms is proposed to be comprised of homes that reflect classic New England facades and complement the existing styling and massing of the surrounding neighborhoods. The homes are to be modestly sized and orientated within the lot to encourage both interaction with the neighboring home as well as privacy in the form of open-air front porches also found in the existing lots within the Stroudwater Neighborhood. The homes are to be designed to be adaptable and expandable within the lot to allow for future renovation and additions for growing families or upsizing homeowners.

Provided below is a list of images with design elements and features that reflect the project goals:

Example Design and Massing to be Considered for Development:



Craftsman Home

2,250 Square Feet, 2-Floor, 4-Bedroom Floor Plan



Bungalow Craftsman Home

1,600 Square Feet, 2-Floor, 2-Bedroom Floor Plan





Craftsman Home

1,612 Square Feet, 2-Floor, 3 Bedroom Floor Plan



Traditional Home

2,533 Square Feet, 2-Floor, 3 Bedroom Floor Plan



Classic Cape Home

1,525 - 2,047 Square Feet, 2-Floor, 3 Bedroom Floor Plan

Eastern Village, Scarborough - As-Built Plans



Edenville Home

1,800 Square Feet, 2-Floor, 3 Bedroom Floor Plan

Eastern Village, Scarborough - As-Built Plans



This idea of more densely orientated homes with front porches and craftsman-like styling is reflected in the abutting areas as well. The below listed images are Google street views of existing properties that harmonize with the size, setbacks, and style proposed for the Camelot Farms homes.

Existing Homes Within the Surrounding Neighborhood:



Address: 1533 & 1527 Westbrook Street



Address: 10 & 18 Pierce Ave





Address: 44 & 40 Spar Ln



Address: 36 Partridge Cir





Address: 42 & 37 Swan Street



Address: 59 Kingsmark Ln



Address: 1646 Westbrook Street



Address: 1630 Westbrook Street



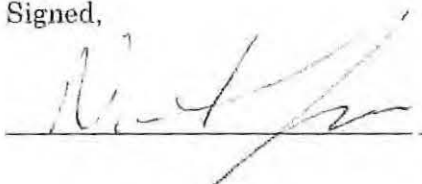
Camelot Farms (1700 Westbrook Street) Zoning Map Amendment Application
Neighborhood Meeting Certification

I, (Applicant/Consultant) hereby certify that a neighborhood meeting was held on **January 24th, 2017** at the **Stroudwater Baptist Church** at **6:00pm**.

I also certify that on **January 12th, 2017**, 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 (jmye@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,

 2-1-17 (date)

Attached to this certification are:

1. Copy of the invitation sent
2. Neighborhood Meeting Sign-In Sheet
3. Neighborhood Meeting Minutes

Camelot Holdings, LLC

62 Portland Rd, Suite 25
Kennebunk, ME 04043
(207) 939-5432
michael.corbett.barton@gmail.com

January 6, 2017

Dear Neighbor,

On behalf of Camelot Holdings, LLC we are pleased to invite you to a neighborhood meeting to discuss our concept plans for the proposed Camelot site. One goal of the proposed plan is to create a modern take on the traditional neighborhoods that have historically made Portland a city which affords its residents the opportunity to live, work, grow, and enjoy. A second goal is to utilize the land in such a fashion as to conserve and provide access to the natural resources it has to offer. A third goal is to respect the context of existing housing in place along the Westbrook Street corridor while providing flexibility further inbound on the property for a variety of different housing options. It is believed that these and other goals can be achieved by modifying the existing land use from an R1 to an R3 zone. The proposed plan anticipates a 4-5 phase implementation of 20-30 housing units each expected to span several years. The project site provides a unique opportunity for the surrounding neighborhood and the city and we are eager to discuss the benefits it is staged to present for the residents and stakeholders.

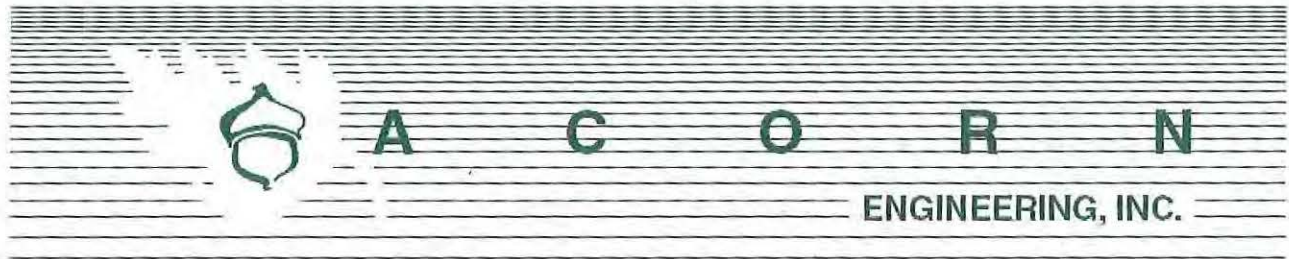
Meeting Location:	Stroudwater Baptist Church, 1737 Congress St.
Meeting Date:	Tuesday, January 24, 2017
Meeting Time:	6 p.m.

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 regarding the neighborhood meeting, please don't hesitate to call me at (207) 939-5432. We look forward to seeing you at the meeting.

Sincerely,



Michael Barton



Camelot Farms (1700 Westbrook Street) Zoning Map Amendment Application

Neighborhood Meeting Minutes January 24th, 2017 6:00pm Stroudwater Baptist Church

Design Team Attendees:

Mike Barton	Developer/Presenter
Nate Libby	Developer
Will Savage	Civil Engineer/Presenter
Olivia Dawson	Civil Engineer

Presentation:

Mike Barton:

- Introduced the design team in attendance and elaborated how each of the members and companies are based in Portland
- Reviewed the timeline of the development:
 - o Summer 2016 – Informal meetings and discussions with City Planning and initial outreach to Portland Trails and Stroudwater Village Association
 - o September 2016 – Informal meeting with neighbors that addressed their initial concerns such as preserving land within the site, maintaining a landscaped buffer between Westbrook Street and the development, and proposing larger lots abutting the existing lots on Partridge Circle
 - o September – December 2016 – Concept plan refinement and development
 - o December 2016 – Preliminary zoning map amendment application submitted
 - o January 17th, 2017 – First Workshop Meeting with the Planning Board
 - Planning Board requested a second workshop meeting
- Reviewed the development concept plans and how the proposed R-3 zoning map amendment meets the goals set by the Comprehensive Plan
 - o Described the goal to provide single-family lots for first time home buyers and downsizing retirees
 - o Reviewed the benefits of developing pocket neighborhoods to preserve shared-use green space
 - Emphasized continued conversations with Portland Trails in an effort to

- create connectivity with the existing Fore River trail system across Westbrook Street and provide designated public use trails within the development
- Discussed the potential for developing a Planned Residential Unit Development as allowed in the R-3 zone but emphasized that the decision to include the PRUD units is up for discussion with the abutting and surrounding neighbors
- Mentioned the possibility of including an additional zone change later in the design process to allow for commercial amenities within the neighborhood such as a small convenience store if this was supported by the Stroudwater Neighborhood
 - Goal is to reduce traffic into Westbrook Street from the neighborhood by providing some goods and/or services within the site
- Reviewed examples of general massing and housing styles that the neighborhood could embody
 - Emphasized street presence with a porch and garage set back into the lot
 - Introduced the possibility of shared front yards or walking alleyways instead of traditional subdivision design with the house frontage to the road

Will Savage:

- Discussed the idea to design the neighborhood around conservation subdivision standards used and defined by municipalities other than Portland
 - Conservation subdivisions emphasize the grouping and arrangement of lots as to create green space pockets within the neighborhoods as well as a larger open, shared-use space
 - Benefits include a lesser construction footprint and a reduction in total roadway impervious surfaces
- Described that before any concept plan was developed, we conducted an existing conditions analysis including the following:
 - Approximately 45 acres of land that is relatively flat along Westbrook Street and has steep slopes down to the Stroudwater River within the rear of the site
 - Completed a wetlands inventory; identified that there are wetlands within the site
 - Land cover is primarily open grassland with limited forested areas and pockets within the center and at the river's edge
 - Identified the extent of the riparian areas into the site from the river edge as well as the general area of the Resource Protection Zone as defined by the City of Portland
- Discussed the concept design process from the current R-1 zoning to R-2 and R-3 while speaking to the concept drawings for the R-1 and R-3 zones
 - R-1 Zone: Developed a concept plan that included about 80 lots with little open space and significant impacts to slopes, forested area, wildlife corridors, and wetlands.
 - Would require extensive roadway, sewer, and stormwater infrastructure
 - Lots would be at least 150 ft deep/100 ft wide pushing the development 200 ft closer to the river
 - R-2 Zone: Estimated that the lot would support about 86 lots with slightly more open space but still significant impacts to slopes, forests, wetlands, etc.
 - Lots would be at least 125 ft deep/80 ft wide still pushing the development 100 ft towards the river
 - R-3 Zone: 96-lot concept plan is a modern take on a traditional neighborhood



- Density allows for a conservation subdivision layout, flexibility with lot size (6,500-20,000 sf/lot), 43% open space with public access to the river, wetland avoidance, and less impacts to natural resources
 - Lots at least 100' deep/65' wide allow for a greater buffer (> 250 ft) between the development and the river
 - Overall reduction in development and public infrastructure footprint
- Further emphasized that the development will be designed to meet and/or exceed the Maine DEP's Chapter 500 Stormwater Rules

Questions & Answers:

Please note that the following questions and answers were not recorded verbatim and aim to represent and summarize the actual questions, answers, and discussion that took place at the meeting.

Q: What kind of community amenities could be provided as part of the R-3 zone change and potential business zone change? Would that increase traffic into the site? Would there be parking provided for these amenities?

A (Mike): The idea behind the added business amenities, such as a local or small community convenience store, is to deter the residents from traveling outside the neighborhood and increasing the congestion within Westbrook Street. It is anticipated that additional parking would be provided for the business. However, it is possible that outside residents could utilize the store and enter the neighborhood. If we were to move forward with adding a small business element to the site, we would need to apply for an additional zone change for a portion of the parcel from R-3.

Q: Could you please elaborate on the application procedure and steps to achieve the proposed zone change.

A (Mike): There will need to be another Workshop Meeting, not yet scheduled, and then a Final Application Meeting with the Planning Board to approve the zone change. The application is then reviewed by the City Council for final approval. Then we will submit a plan for Site Plan approval that would include another Workshop meeting or series of Workshop meetings before final approval by the Planning Board.

Q: Could you elaborate on the proposed traffic speeds for Westbrook Street? It was addressed in the Workshop meeting that the street could support a faster limit.

A (Mike): We do not intend to change the speed limit on Westbrook Street.

Q: Are there any limitations on agricultural activity within the R-3 zone more specifically regarding the potential for a community garden?

A (Mike): We are not positive on the limitations stated within the R-3 zone description but we will review the description and get back to the community.

Q: Has the existing topography of the site been reviewed?



A (Will): The existing topography has been initially reviewed using public data and the concept plan takes the existing grades into consideration.

Q: How long will construction last?

A (Mike): Ideally, the project will be split in four different phases to be completed in five years. Each phase will include only a buildout of that section; therefore, the road will only be built to serve the lots of that phase and not built in entirety until project completion.

Q: Will the surrounding elementary/public schools have the capacity to serve a neighborhood of this size?

A (Mike): I believe that the nearby Hall School has the capacity for 400 students and the newly approved school has the capacity for 560 students. However, we are continuing the conversation with the City and related officials to ensure that this development will not be a burden on the surrounding school system.

Q: What affect will the proposed development have on the existing utilities within Westbrook Street?

A (Mike & Will): There are existing sewer and water mains within Westbrook Street; there is also a large water main that traverses across the site as part of an existing easement. Due to the downward slope towards the river, it is anticipated that we will need a pump station to bring the site-generated sewer waste back into Westbrook Street. The stormwater runoff generated by the site will be collected, treated, detained, and outletted into the 250 ft river buffer area. As part of the site plan application and design process the respective utilities will be contacted for an ability to serve letter verifying the proposed services to the site. If need be, we will improve the existing utilities in Westbrook Street to better serve the site and limit impacts to the surrounding neighborhood. It is our intent to design the homes in an energy efficient way with the use of heat pumps and potentially solar energy (the site and current orientation of the lots have valuable southern sun exposure).

Q: Is there any possibility of having less homes than 90-100 like currently proposed in the R-1 or R-2 zones while still being profitable?

A (Mike): This range must be maintained for the development to be profitable. If the R-3 zone was not achieved the project would not be moving forward.

Q: Will the project require blasting as part of construction?

A (Mike): Not that we know of.

Q: What are you proposing for treatment of the stormwater generated from the site development? Stroudwater River is already an urban-impaired waterbody; how will this development not pollute the river further?

A (Will): The stormwater runoff will be designed to meet and/or exceed the stormwater management requirements as set by the Maine DEP. It is proposed that the stormwater be first



treated for quality purposed in decentralized locations directly abutting the inner roadway such as tree boxes. The stormwater is to then be directed into a detention basin, that could double as a skating pond in the winter, to fulfill the flooding requirement set by the state department.

Q: Who owns the abutting parcel between the site and the Turnpike? Is it part of the Turnpike right of way?

A (Mike): We are exploring the ownership of the abutting parcel and will get back to you on the existing parcel and use.

Q: Is there any manufactured housing planned as part of the project?

A (Mike): None at this time.

Q: Would it be possible to provide a thickly landscaped buffer between the development and Westbrook Street to screen the homes from street view such as planting tall evergreens?

A (Mike): That is definitely an option and during the site plan process we would be open to discuss what the intent of the proposed buffer will be and if it can act as a natural screen for the development. I should note that the site does slope downwards away from the street view so it is likely that the new rooftops of the homes will not be as prevent as a view from Westbrook Street.

Q: Christian MilNeil's proposed alternative zoning plan was handed out during this meeting proposing a mix of R-5a and B-1b zone changes in addition to preserving a large section of green space. Was this option of using R-5a to create denser residential planning considered?

A (Mike): It was the design team's understanding that increasing the density of the residential units beyond what we are currently proposing would not be favorable for the abutting landowners. We do support the idea of implementing a small zone change to allow for a business to operate within the neighborhood (potentially a B-1b zone) in order to reduce car traffic and travel.

Q: Do you think that it is feasible to build and sell 96 homes within this neighborhood?

A (Mike): Based on initial assessments of the existing housing market for single family lots within Portland and the lack thereof, we feel that building and selling this many homes is a viable investment.

Q: What is the anticipated cost of the homes and is this affordable the target buyers? Do you believe that there are enough jobs within the area to support this anticipated cost? How does this apply to the new Inclusionary Zoning requirement?

A (Mike): It is anticipated that the homes will range in the \$300K – 450K range depending on the lot location and size which typical for the greater Portland area for new homes. The site is in a great location in terms of proximity to the airport, UNUM, the Maine Mall, downtown Portland, and other employers in the area. The development will be subject to the standards and requirements set by the City's Inclusionary Zoning process and application. This includes setting aside at least 10% of all units to be deed restricted to the affordability standards as set by the City.



Q: Has the traffic sight of the proposed entrances been evaluated and reviewed? Will there be a traffic survey performed?

A (Mike): We have completed a Traffic Study and anticipate continued review on the traffic impacts during the site plan process.

Q: Will you be bringing in additional designers for the subdivision layout to the design team? Also, the City is selling other pieces of property potentially more valuable from a development standpoint; would you and your partner be open to a land swap?

A (Mike): It is not anticipated at this time to bring in additional design help. And we have not actively considered the land swap but will explore that possibility with the City.

Q: Will you be using local labor for the construction of the project?

A (Mike): Yes, most definitely.

Q: What is the accountability of this project and the developer if the zone change is approved?

A (Mike): We feel that this a positive zone change that will enhance the value and use of the existing parcel. By keeping the community and neighbors involved we are hoping to gain support and momentum for the project throughout the site plan process after the zone change application.

Q: There has been a big development boom in Portland and the surrounding areas. What makes this development compete with the anticipated flooding of units into the housing market?

A (Mike): These lots are single-family homes that differ from the majority of the products that are currently being developed or are entering the housing market. The units in which you mention are mostly, if not completely, attached residential 1-2 bedroom apartment or condo units. There is also a draw to live within the City of Portland city limits.

Q: What about the higher taxes in Portland versus the surrounding towns?

A (Mike): Based on recent reports and studies on the benefits of living close to where you work, the commute savings from a year of travelling to work could equate to what is paid more in taxes for living within the city.

Q: Would you support and encourage the neighbors to meet and review the proposed project amongst ourselves?

A (Mike): Most definitely. We would be open to even facilitate these meetings by setting up a location for the discussion to take place. The more feedback we receive from the abutting neighbors the better.

Q: Could you provide us with an example of an existing neighborhood within the R-3 zone in Portland? Will these new homes have the classic cookie-cutter design as past subdivisions? Will the home designs be reviewed before construction?



A (Mike & Olivia): The neighborhood by Ludlow Street and the Deering High School is within the R-3 zone. The homes will be constructed to a set design book outlining colors and features cohesive with the other homes including the porch element as mentioned earlier. These design features and example home facades will be reviewed as part of the Planning Board's decision during the site plan application process.

Q: Will there be public access to the river? Is it proposed to build a bridge to connect the neighborhood trails to the Stroudwater River Trail directly across from the river?

A (Mike): The proposed neighborhood trail will provide public access to the Stroudwater River but it is not anticipated that the project would include building a bridge; we will continue to collaborate with Portland Trails on how the trails are to be built and maintained.

Meeting concluded at approximately 8:00pm.

The abovementioned material was as interpreted and recorded from handwritten notes. Please note and relay any discrepancies or disputed information in the recorded minutes to the below address so that they can be reviewed, revised, and resubmitted as necessary.

Recorded by,



Olivia Dawson, E.I.
Design Engineer
Acorn Engineering, Inc.

odawson@acorn-engineering.com



Camelot Farms

Neighborhood Meeting Sign-In Sheet - January 24th, 2017

Please Print your Name and Address

1. Art McEvoy 89 Partridge Cir.
2. Gloria Hodgdon 1629 Westbrook St
3. Diane Diconze 54 Penwith Rd
4. Holly Hoffman 1619 Westbrook St
5. Bruce Harrington 1619 Westbrook St.
6. Jackie Day 1630 Westbrook St.
7. Derek Carpio 1630 Westbrook St
8. Dick Farnsworth 55 Old Mast Rd.
9. Andrew + Linda Guel 1714 Westbrock St.
10. BILL DOBROWOLSKI - 132 PARTRIDGE CIRCLE & 6 PARTRIDGE RD
11. PETER DASCANIO 18 PARTRIDGE RD
12. Carl Smith 85 Pinecrest Dr
13. Joey Brunkle 61 Kellogg St. #2
14. Tom Minervino 60 Starbird Rd.
15. Anita & Jones 33 Old Mast Rd.
16. John Paul Bilalawi 1535 Westbrook St.
17. Joe + Carlee McDonnell 1413 Westbrook St
18. Mihka Paul 1603 Westbrook St.
19. Jennifer Bartland 1413 Westbrook St.
20. Carolee Heasley 1832 Congress St
21. Joe Heasley 1832 Congress
22. Joan + Sandy Reed 37 Old Mast Rd.

23. Angela Wheaton 30 Partridge Rd.
24. Lisa Melanoff 30 Partridge Road
25. Marc Hodroff 48 Partridge Circle
26. John Haskin Pastor of Stroudwater Village Church (formerly Stroudwater Baptist)
27. John Kilbride 1543 Westbrook St
28. Julie Kilbride 1543 Westbrook St Portland Me.
29. James Everhart 1647 Westbrook St Portland
30. Maureen McEay 89 Partridge Circle
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Ecological Habitat Assessment Report

1700 Westbrook Street, Portland Maine

Camelot Holdings, LLC

**5 Stone Pony Circle
Saco, ME 04072**

Prepared by:

Verdanterra, LLC
47 Richards Lane
Freeport, Maine 04032
www.verdanterra.com

March 15, 2017



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Figures

Figure 1. Camelot Farms - Project Location Map

Figure 2. Project Limits of Disturbance – Aerial Background

Figure 3. Project Limits of Disturbance – Topographic Background

Appendices

Appendix A. Verdanterra Resume

Appendix B. Site Visit Photodocumentation

Appendix C. Agency Correspondence



1. Introduction

On March 13, 2017, Verdanterra, LLC (Verdanterra) conducted an ecological assessment for the proposed Camelot Holdings, LLC (Camelot) residential development project at 1700 Westbrook Street, Portland, Maine (Project). On November 10, 2016, Maine Natural Areas Program (MNAP) provided a list of rare plants and natural communities that occur within the vicinity of the project area. MNAP has not documented rare plants or natural communities on the Project parcel. Wetland delineations were completed by Mark Hampton Associates, Inc. on November 21, 2016. Maine Department of Inland Fisheries and Wildlife (MDIFW) indicated that there are no Endangered, Threatened, or Special Concern species that occur on the property on December 2, 2016. This ecological assessment was prepared to evaluate Rare and Exemplary Botanical Features habitat and potential New England cottontail (*Sylvilagus transitionalis*) habitat in the Project Area.

This report describes the objectives, methodology, and results of the ecological assessment. The survey and subsequent report were completed by Gino Giumarro, a Wildlife Biologist Certified by the Wildlife Society. Gino has a Bachelor of Science degree in Wildlife Biology from the University of Massachusetts at Amherst and a Master of Science degree in Natural Resources Planning from the University of Vermont. Mr. Giumarro has been conducting wildlife habitat assessments professionally since 1996. A resume is included in Appendix A.

1.1. Regulatory Context

Endangered and threatened inland fish and wildlife species in Maine are listed either under Maine's Endangered Species Act (MESA; Title 12 M.R.S.A. Sections 7751 to 7759), the U.S. Endangered Species Act (ESA; Title 16 U.S. Code Sections 1531 to 1544), or both. Species listed under MESA receive state protection; species listed under ESA receive federal protection; and species listed under both receive state and federal protection. The presence of endangered or threatened species can have implications on defining other resources status protected under different legislation (e.g. Significant Wildlife Habitat or Wetlands of Special Significance).

The MDIFW holds management responsibility for inland fish and wildlife listed under MESA, and shares responsibility with the U.S. Fish and Wildlife Service (USFWS) for inland fish and wildlife listed under ESA. MDIFW indicated in their December 2, 2016 correspondence (Appendix C) that there are no known locations of Endangered, Threatened, or Special Concern species within the Project area that would be directly affected by your project. Additionally, MDIFW has not mapped any Essential or Significant Wildlife Habitats that would be affected directly by the Project. MDIFW further suggested maintaining buffers along sensitive fisheries. As planned (shown on the Site Plan Drawing Number C-10 – Acorn Engineering – 2/14/2017; Attachment C), the project maintains more than the suggested 100-foot vegetative buffer along the Stoudwater River.

On March 20, 2017, Verdanterra conducted an unofficial Information for Planning and Conservation (IPaC; part of the Environmental Conservation Online System¹) analysis for the Project to obtain a draft list of potentially occurring federally protected threatened or endangered species and critical habitats managed by the USFWS. The USFWS also implements the regulations of the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. A formal request can be made to the USFWS should further endangered species coordination be required. For instance, Section 7 of the ESA requires Federal agencies (such as the U.S. Army Corps of Engineers for wetland permitting) request from the USFWS information on whether any species which is listed or proposed to be listed may be present

¹ The Environmental Conservation Online System (ECOS) is a gateway web site that provides access to data systems in the U.S. Fish and Wildlife Service (Service) and other government data sources. This central point of access assists Service personnel in managing data and information, and it provides public access to information from numerous Service databases. Available <https://ecos.fws.gov/ipac/>. Accessed March 20, 2017.



in the area of such proposed action (e.g. filing an application for a Section 404 of the Clean Water Act wetland fill permit).

The report indicated that northern long-eared bat (*Myotis septentrionalis*, threatened) has the potential to occur in the Project Area. There are no critical habitats for protected species in the Project Area, however there are a number of migratory birds of conservation concern protected under the Migratory Bird Treaty Act with the potential to occur in the Project Area. USFWS stresses the importance to avoid and minimize impacts to birds of conservation concern.

A wetland or waterbody permit is considered a federal action by the U.S. Army Corps of Engineers. As a threatened species, impacts to the northern long-eared bat would require a Section 7 Consultation between the U.S. Army Corps of Engineers and the USFWS. Under the Section 4(d) of the Endangered Species Act, the USFWS can issue regulations deemed "necessary and advisable to provide for the conservation of threatened species." It allows the USFWS to promulgate special rules for species listed as threatened (not endangered) that provide flexibility in implementing the Endangered Species Act. Federal actions that cause incidental take that is **not** prohibited under the 4(d) rule may still affect individual northern long-eared bats. Under Section 7 of the Endangered Species Act, a federal agency must consult with the Service if their action may affect a listed species, which includes effects to individuals. However, for the northern long-eared bat 4(d) rule, the USFWS has provided a framework to streamline Section 7 consultations when federal actions may affect the northern long-eared bat, but not cause prohibited take. The incidental take prohibition for known occupied maternity roost trees applies only during the pup season (June 1 through July 31). Including the streamlined 4(d) rule compliance form with any necessary federal permitting is helpful to the permitting agency. This compliance includes the following determinations (among others).

- Does the Project occur within the White-Nosed Syndrome (WNS) zone?
- Is the USFWS aware of hibernacula or maternity roost trees within 0.25 miles of the Project?
- Would the Project cut trees within 150 feet of a known maternity roost tree?

Federal agencies may fulfill their project-specific Section 7 responsibilities by using the USFWS's framework. The notification would include a determination that the action would not cause prohibited incidental take. USFWS concurrence is not required, but the USFWS may advise the agency whether additional information indicates that project-level consultation is required. If the USFWS does not respond within 30 days, the action agency may consider its Section 7 responsibilities fulfilled with respect to the northern long-eared bat.

MNAP searched the Biological and Conservation Data System files and provided a response on November 10, 2016 for information on the presence of rare or unique botanical features documented from the vicinity of the Project. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. According to the information currently in MNAP's Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. There are, however, several of species of plants that are known to occur within 4 miles of the Project. Many of the plant species on this list are known to occur in very particular ecological communities.

1.2. New England Cottontail Habitat Requirements

The New England cottontail was listed as state endangered species in Maine in 2007. In 2010, Maine's New England cottontail population was estimated to be less than 200 rabbits. MDIFW determined the number of New England cottontail in Maine by conducting intensive winter surveys to locate occupied patches of habitat and estimating the number of rabbits per acre based on the size of the habitat patch.



The region-wide decline of New England cottontail has been attributed to habitat loss, and in particular, the loss of old field and shrubby habitat. New England cottontails need dense shrubby habitat to protect them from avian and terrestrial predators. Ideally, this dense cover should be interspersed with some grassy areas when the rabbits can find adequate food. Habitat blocks of at least 25 acres in size (ideally much larger) and close to additional patches of habitat are necessary for the species to survive².

New England cottontail depend more upon the structure of the vegetation (its form, height, and density) rather than specific species. In old fields, New England cottontail are commonly associated with juniper (*Juniperus spp.*), blackberry (*Rubus spp.*), spirea (*Spiraea spp.*), dogwoods (*Cornus spp.*), and a variety of young deciduous tree species (red maple [*Acer rubrum*], birch [*Betula spp.*], and aspen [*Populus spp.*])². Old fields are also where New England cottontail are sometimes associated with exotics such as honeysuckle (*Lonicera spp.*), autumn olive (*Elaeagnus umbellata*), multiflora rose (*Rosa multiflora*), and Japanese barberry (*Berberis thunbergii*)². On wetter sites, alder (*Alnus spp.*), and willow (*Salix spp.*) are frequent dominants. Barbour and Litvaitis (1993) investigated selection of microhabitats in winter among New England cottontail preferred to use sites with >50,000 stem-cover units/ha (20,234 stem-cover units/acre)³.

2. Methods

A Certified Wildlife Biologist⁴ conducted a flora and fauna ecological assessment at the Project site. Prior to conducting the field survey, Verdanterra ecologists conducted a remote landscape analysis to better understand the ecological and regional context of the Project area. This landscape analysis approach to habitat evaluation considered a wide range of published literature, multi-year aerial photography, and wildlife biologist experience. Ecologists remotely characterized the ecological communities present on and adjacent to the Project area to guide a determination of landscape connectivity, with particular focus on identifying large habitat blocks or connecting corridors of habitat suitable for New England cottontail. The ecological community characterization was conducted in a GIS and considered landforms and land use as determined from aerial photographs, topography, wetlands and waterbodies, soil types, rare natural communities, and proximity of other habitats.

Verdanterra developed a list of habitats required for the rare and unique botanical features reported by MNAP to occur within 4 miles of the Project as well as for the New England cottontail. Remote sensing was used to preliminarily characterize the ecological habitat present in the Project Area. A field survey was conducted to verify these communities and to determine if the microhabitat requirements for individual plants occurs. This information was used to determine the likelihood of occurrence for these species at the Project. While many of the species could not be identified at this time of the year, it was feasible to identify potential habitat for these species. Should suitable habitat be identified for any of the species that were provided by MNAP, targeted species surveys would be recommended for the appropriate growing season phase (flowering or fruiting). Growing season surveys were not conducted. If identified in the field, the location of groups of rare plants identified will be recorded using a GPS (i.e. a GPS location of each individual plant will not be collected) with sub-meter accuracy and a MNAP rare species form will be completed.

Verdanterra ecologists conducted a field survey to support the remote landscape analysis. The on-site habitat assessment was based on a pre-determined list of habitat features developed for the site that are required for the

² Litvaitis, J.A., and W.J. Jakubas. 2004. New England Cottontail (*Sylvilagus transitionalis*) Assessment 2004. Unpublished report. 59pp.

³ Barbour, M.S., and J.A. Litvaitis. 1993. Niche dimensions of New England cottontails in relation to habitat patch size. *Oecologia* 95:321-327.

⁴ As certified by the Wildlife Society, Bethesda Maryland



species to occur. Ecologists also searched the area for signs of cottontail tracks, browse, or pellets. This list of habitat requirements is based on biologist knowledge, published papers and reports, and comparisons to reference habitats familiar to the ecologist. The quality of habitats was evaluated based on strength of species associations with particular natural communities, landscape position and connectivity, and other ecological metrics (e.g. canopy cover, ground cover, water depth, soils, plant species composition, distance from potential feeding and/or breeding locations, etc.). Natural community delineation and habitat assessment is not intended to determine presence/absence, but rather allow informed decisions to be made during the permitting process.

The wildlife biologist evaluated the overall habitat quality and position in the landscape to develop suggested conservation management strategies that could be implemented to avoid or minimize impacts to listed species. Photographs were taken to aid in the discussion of various habitat attributes or conditions that illustrate the findings of this assessment (Appendix B).

3. Results

A landscape analysis finds that the parcel is predominantly an active cattle pasture bordered to the west by Interstate 95, the south by the Stroudwater River, and mixed residential / forested land use to the north and east. The limits of disturbance of the Project are predominantly active cattle pasture with a south facing aspect that slopes down to the Stroudwater River. An east-west running electric transmission corridor occurs north of the site and an oil pipeline bisects the parcel north to south. Neither of these transmission corridors are significant wildlife pathways considering the barriers provided by Interstate 95, Stroudwater River, and the dense mixed residential / commercial development of Deering, Deer Hill, and Nasons Corners neighborhoods.

The field survey was conducted on March 13, 2017 and confirmed that land use was consistent with current aerial photography. The weather during the survey was sunny, 15° F and a light dusting of snow covered the ground early in the morning. There are several small groves of white pine (*Pinus strobus*) and various maple and oak trees that are part of the landscaping of the existing residential structure, however the majority of the area within the limits of disturbance is herbaceous in nature. There is a forested fence line on the western part of the parcel and several palustrine emergent wetland drainages. The wooded fence line is composed of several white pine, northern red oak (*Quercus rubra*), and black cherry (*Prunus serotina*). The pasture has been maintained through cattle grazing and occasional mowing. Cropped grasses observed include Kentucky bluegrass (*Poa pratensis*), timothy (*Phleum pratense*), and smooth brome (*Bromus inermis*); intermixed with hawksweed (*Hieracium* spp.), Queen Anne's lace (*Daucus carota*), milkweed (*Asclepias syriaca*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), and goldendrod (*Solidago* spp.). Shrub sprouts in the meadow include raspberry, quaking aspen, and multiflora rose (*Rosa multiflora*). Wetland areas are comprised of cattail (*Typha* spp.), rushes, sedges, common reed (*Phragmites australis*), steeplebush (*Spirea tomentosa*), speckled alder (*Alnus incana*), and American pussy willow (*Salix discolor*). There was evidence of past earth disturbance on site including the pipeline right of way, access roads, and old structure foundations throughout much of the site.

A steep slope occurs at the southern limit of disturbance that has several white pine and black cherry interspersed with shrubs such as multiflora rose, red maple, and hawthorn (*Crataegus* spp.). The shrubs remain in small clusters with little to no vegetation underneath due to cattle grazing. Much of this sideslope will not be within the limits of disturbance.

3.1. Rare or Unique Botanical Features Evaluation

MNAP indicated that there are 22 rare or unique botanical features that occur within 4 miles of the Project. Most of the species on this list (Table 1) are only found in ecological communities not present in the Project Area (e.g. rocky summits, tidal wetlands, dry barrens, forested wetlands, etc.). Habitat requirements for two of these species generally includes open wetland communities. Creeping spike-moss (*Selaginella apoda*, state endangered) and hollow Joe-pye weed (*Eutrochium fistulosum*, state special concern) generally occur in open herbaceous wetlands, roadside ditches, and old fields.

State endangered species creeping spike-moss is at the northern extent of its range and has been historically identified (1924) within 4 miles of the Project and in 10 other southern Maine towns. This plant is unlikely to occur in the Project Area due to the disturbances associated with cattle grazing and occasional vegetation management. State special concern species hollow Joe-pye weed can tolerate occasional disturbances caused by mowing, but generally is not found in highly grazed pastures. The vegetative cover was thin throughout the site and plants from the last growing season can often be found standing or laying over during the winter. No dead stalks were identified that resembled hollow Joe-pye weed.

Areas within the Project Area that are unmaintained (e.g. steep slopes, around trees, fence lines) are dominated by small dense patches of invasive shrubs. While this assessment was conducted outside of the growing season, it is unlikely that rare or unique botanical features occur within the Project Area.

Table 1. Rare and Exemplary Botanical Features within 4 Miles of 1700 Westbrook Street

Common Name	State Status	State Rank	Global Rank	Last Observed	Occurrence Number	Habitat Requirement	Habitat in Project Area?
Allegheny vine	E	S1	G4	10/1860	9	Rocky summits and outcrops (non-forested, upland), Dry barrens (partly forested, upland)	No
American sea-blite	T	S2	G5	9/12/1932	5	Tidal wetland (non-forested, wetland)	No
	T	S2	G5	8/15/2011	17		
beach plum	E	S1	G4	5/19/1933	10	Rocky coastal (non-forested, upland)	No
broad beech fern	SC	S2	G5	8/1872	15	Hardwood to mixed forest (forest, upland)	No
creeping spike-moss	E	S2	G5	8/20/1924	3	Open wetland, not coastal nor rivershore (non-forested, wetland), Old field/roadside (non-forested, wetland or upland)	Potential
	E	S2	G5	8/21/1924	8		
dioecious sedge	SC	S3	G4	7/14/1936	7	Non-tidal rivershore (non-forested, seasonally wet), open wetland, not coastal nor rivershore (non-forested, wetland)	No
ebony spleenwort	SC	S2	G5	6/6/1910	10	Rocky summits and outcrops (non-forested, upland), Hardwood to mixed forest (forest, upland)	No
Engelmann's spikerush	PE	SH	G4G5 Q	8/31/1916	2	Open wetland, not coastal nor rivershore (non-forested, wetland); wet sand, peat, mud	No
fern-leaved false foxglove	SC	S3	G5	9/2/1902	13	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)	No
great blue lobelia	PE	SX	G5	9/1/1905	3	Forested wetland, Non-tidal rivershore (non-forested, seasonally wet)	No
hollow joe-pye weed	SC	S2	G5?	6/18/2014	24	Open wetland, not coastal nor rivershore (non-forested, wetland), old field/roadside (non-forested, wetland or upland)	Potential
	SC	S2	G5?	10/22/2007	18		
horned pondweed	SC	S2	G5	9/13/1913	9	Tidal wetland (non-forested, wetland)	No
	SC	S2	G5	6/13/1972	3		
marsh milkwort	PE	SH	G5T4	8/18/1903	1	Dry barrens (partly forested, upland), Open wetland, not coastal nor rivershore (non-forested, wetland)	No
Missouri rockcress	T	S1	G5?Q	6/11/1905	5	Rocky summits and outcrops (non-forested, upland), Hardwood to mixed forest (forest, upland)	No
mountain honeysuckle	E	S2	G5	7/16/2015	16	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)	No
	E	S2	G5	7/7/2015	17		
Parker's pipewort	SC	S3	G3	8/20/1924	8	Tidal wetland (non-forested, wetland)	No
pitch pine bog	<null>	S2	G3G5	7/31/2012	16	Forested wetland, coastal non-tidal wetland (non-forested, wetland)	No
tidal marsh estuary ecosystem	<null>	S3	GNR	8/25/2011	8	Tidal wetland (non-forested, wetland)	No
variable sedge	E	S1	G3	3/25/1905	8	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)	No
	E	S1	G3	6/29/1911	9		
Vasey's pondweed	SC	S2	G4	8/4/1901	7	Open water (non-forested, wetland)	No
water-plantain spearwort	PE	SH	G4	8/1862	3	Open water (non-forested, wetland)	No
wild leek	SC	S3	G5	5/10/2006	19	Hardwood to mixed forest (forest, upland), Forested wetland	No

Table 1 Notes

STATE RARITY RANKS	
S1	Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
S2	Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
S3	Rare in Maine (20-100 occurrences).
S4	Apparently secure in Maine.
S5	Demonstrably secure in Maine.
SU	Under consideration for assigning rarity status; more information needed on threats or distribution.
SNR	Not yet ranked.
SNA	Rank not applicable.
S#?	Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).
NOTE:	State Rarity Ranks are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.
GLOBAL RARITY RANKS	
G1	Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
G2	Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
G3	Globally rare (20-100 occurrences).
G4	Apparently secure globally.
G5	Demonstrably secure globally.
GNR	Not yet ranked.
NOTE:	Global Ranks are determined by NatureServe.
STATE LEGAL STATUS	
NOTE:	State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's Endangered and Threatened plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.
E	ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
T	THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.
NON-LEGAL STATUS	
SC	SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
PE	Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

3.2. Wildlife Habitat Evaluation

A number of wildlife were observed during the field visit (Table 2) typical for the season in this habitat. The light snow provided some opportunity to track on the otherwise frozen ground, but it was not so deep that scat, burrows, trails, or other wildlife signs were not visible. Several regular paths used by coyote (*Canis latrans*), red fox (*Vulpes vulpes*), and striped skunk (*Mephitis mephitis*) were observed. Scat, tracks, and venting frost from a red fox den were observed on the site. A variety of winter resident and early spring migrant birds were observed in the Project Area.

Table 2. Wildlife Observed at 1700 Westbrook Street (3/13/2017)

Common Name	Scientific name
Birds	
downy woodpecker	<i>Picoides pubescens</i>
northern cardinal	<i>Cardinalis cardinalis</i>
pileated woodpecker	<i>Dryocopus pileatus</i>
black-capped chickadee	<i>Parus atricapillus</i>
red-winged blackbird	<i>Agelaius phoeniceus</i>
American crow	<i>Corvus brachyrhynchos</i>
blue jay	<i>Cyanocitta cristata</i>
herring gull	<i>Larus argentatus</i>
red-tailed hawk	<i>Buteo jamaicensis</i>
American crow	<i>Corvus brachyrhynchos</i>
Mammals	
red fox	<i>Vulpes vulpes</i>
Eastern coyote	<i>Canis latrans</i>
striped skunk	<i>Mephitis mephitis</i>

A thorough evaluation of the sideslope dominated by invasive shrubs did not show signs of cottontail use such as scat, tracks, or sign of browse. The multiflora rose, hawthorn, and other shrubs are separated by cattle paths, thereby separating most of the shrubs from each other. The areas under shrubs were free of vegetation due to heavy browse and foot traffic by cattle. The cattle use the area as shelter from the sun, making this area unsuitable for New England cottontail. The patch of shrubby habitat is too small, lacks the proper vegetative structure, lacks the preferred stem density, and is largely unconnected to other areas of suitable New England cottontail habitat.

It is unlikely that the USFWS has hibernacula or maternity roost records for northern long-eared bat (*Myotis septentrionalis*) in the vicinity of the Project based on other work conducted by Verdanterra in the area. There was nothing observed in the field visit to suggest otherwise. Therefore, we believe the 4(d) rule for the northern long-eared bat could be applied.

If there is a federal nexus for the project (e.g., federal permits required to construct), no tree clearing should occur on any portion of the Project Area until consultation under Section 7 of the Endangered Species Act, between the USFWS and the federal action agency, is completed. The applicant can prepare the 4(d) notification form and submit it with their wetland permit for use by the U.S. Army Corps during the Section 7 consultation.

4. Conclusions and Recommendations

The results of the landscape analysis and subsequent field assessment found that rare or unique botanical features previously documented in the area by MNAP are unlikely to occur within the limits of disturbance of the Project. Many of the habitats required do not occur on the Project site. The herbaceous wetlands present on site are impacted by decades (at least since 1984) of cattle grazing and occasional vegetation management, making them unsuitable for any of these rare or unique botanical features. No further evaluation of plant or protected natural communities are recommended at the Project.

Several species of wildlife or their signs were observed within the Project area. While several areas of dense shrubs exist on the edges of the limits of disturbance, none of these areas are suitable to support populations of New England cottontail. The islands of invasive shrubs lack the density, aerial coverage, or connectivity to support a population of New England cottontail.

There are trees of size and quality to act as potential northern long-eared bat at the Project, however, any tree cutting required would qualify under the 4(d) rules as incidental take. While there are no specific cutting restrictions for northern long-eared bats, providing this information along with any required federal permits will hopefully speed up the consultation between the U.S. Army Corps of Engineers and the USFWS. Additionally, there are not likely to be significant adverse impacts to birds of conservation concern listed as occurring within Cumberland County, Maine.

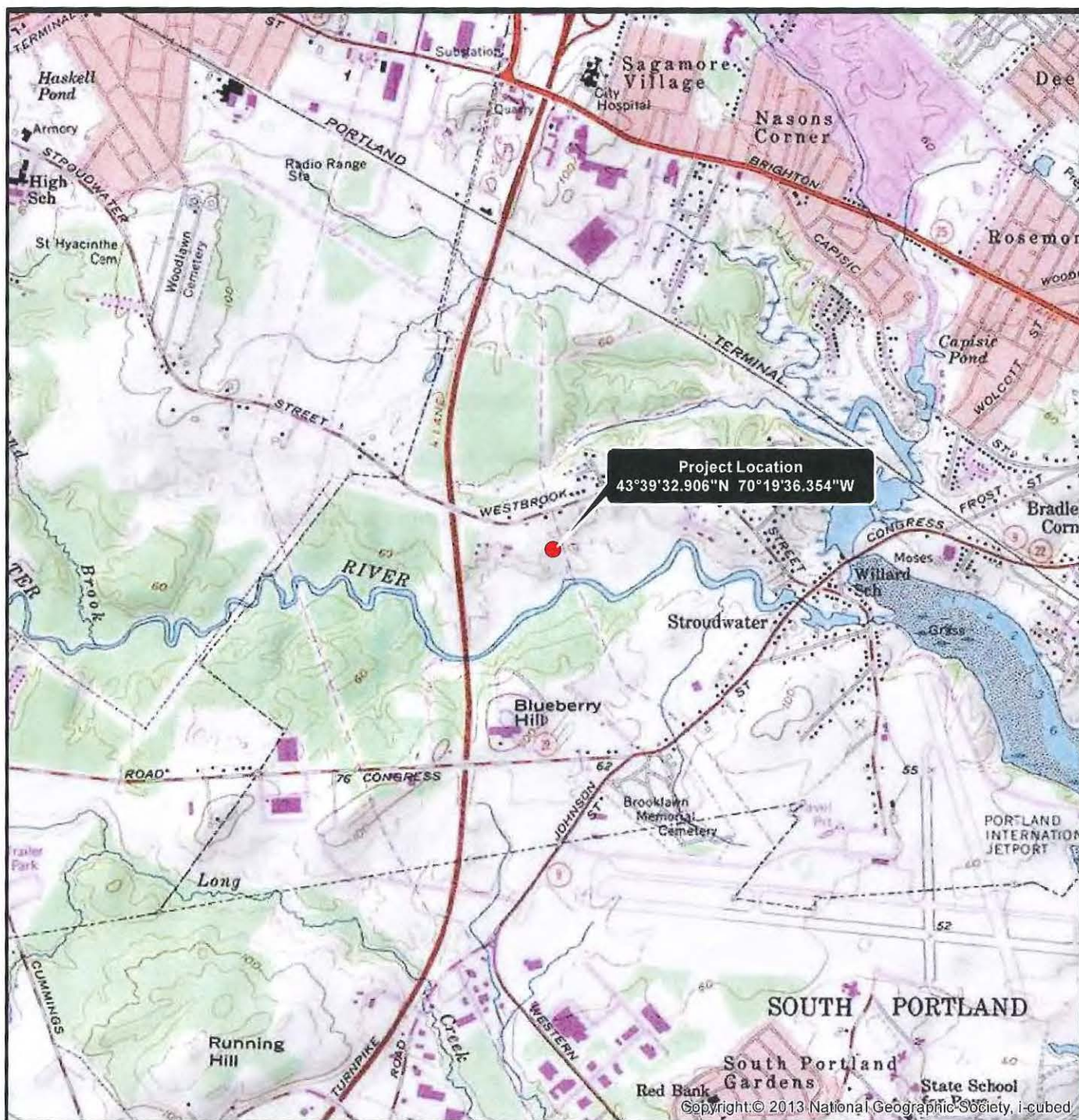


Figures

Figure 1. Camelot Farms - Project Location Map

Figure 2. Project Limits of Disturbance – Aerial Background

Figure 3. Project Limits of Disturbance – Topographic Background



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VERDANTERRA

Map Details

Location

Cumberland County,
Maine

Last Modified: March 17, 2017

REVISION

00

CREATOR

AS 03/16/2017

REVIEWED

GG 03/16/2017

Page 01 of 01

Legend

● Project Location

Figure 1.

Project Location
Camelot Farms
1700 Westbrook Street, Portland ME



Content may not reflect
National Geographic's current
map policy. Sources: National

Map Location in Red



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Feet

Data Sources include: USGS, VT
Orthophotography: USGS Topographic Quad



VERDANTERRA

Map Details

Location

Cumberland County,
Maine

Last Modified: March 17, 2017

REVISION

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CREATOR

AS 03/17/2017

REVIEWED

GG 03/17/2017

Page 01 of 01

Legend



Limit of Disturbance



Shoreland Protection Zone



Wetland Areas

Data Sources include: USGS, VT
Orthophotography: USGS Topographic Quad

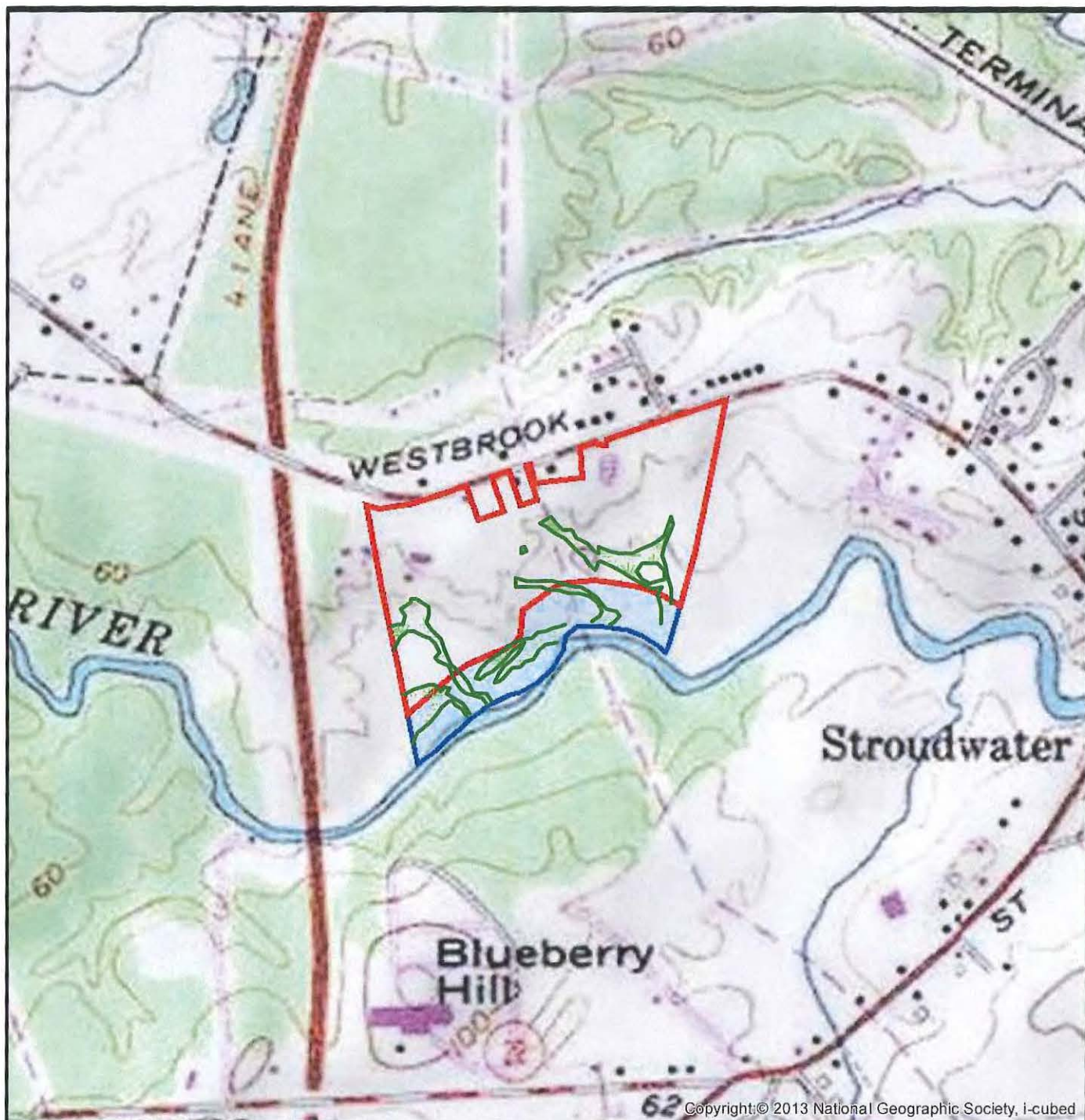


Figure 2.

Project Limits of Disturbance (Aerial)
Camelot Farms
1700 Westbrook Street, Portland ME



Map Location in Red



Map Details
Location
 Cumberland County,
 Maine

Last Modified: March 27, 2017

REVISION	00
CREATOR	AS 03/17/2017
REVIEWED	GG 03/17/2017

Page 01 of 01

Legend

- Limit of Disturbance
- Shoreland Protection Zone
- Wetland Areas

Data Sources Include: USGS, VT
 Orthophotography: USGS Topographic Quad

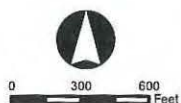


Figure 3.
 Project Limits of Disturbance (Topo)
 Camelot Farms
 1700 Westbrook Street, Portland ME



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 map policy. Sources: National

Map Location in Red



Appendix A. Verdanterra Resume

Verdanterra, LLC

608.467.0750 | 47 Richards Lane | Freeport, ME 04032
verdanterra.com

Gino is a Certified Wildlife Biologist and Director of Ecological Services that leads our team of biologists who complete natural resources assessment and permitting, pipeline/transmission line assessment and permitting, wind power assessments, regional natural resources planning, wildlife management planning, and permitting. He has specialty expertise with bird and bat surveys, with a focus on rare species surveys and consultations under the Endangered Species Act.

Gino oversees FERC license applications, RTE surveys, ecological community characterizations, biological assessments, Section 7 consultations, Clean Water Act permitting, and document preparation in accordance with the NEPA.

Gino's client experience includes a wide array of federal, state, local, and private clients. He is certified by the US Army Center for Health Promotion and Preventative Medicine in the Evaluation of Environmental Noise and is a Qualified Airport Biologist as recognized by the FAA.

REPRESENTATIVE PROJECT EXPERIENCE

RANGER SOLAR INDUSTRIAL SCALE SOLAR FACILITIES **Project Manager and Lead Ecologist**

Gino is the Project Manager and Lead Ecologist for Ranger Solar's development of five utility scale solar facilities throughout New England. Each of the sites were surveyed for vernal pools, wetlands and waterbodies, and rare vernal pool dependent species. Resources were characterized according to applicable state and federal standards and definitions.

NORWOTTUCK RAILTRAIL REHABILITATION PROJECT, MA **Senior Ecologist**

Provided oversight natural community, general wildlife, and rare species habitat assessments within the 11- mile rail trail corridor. Evaluated habitat conditions for 19 state-listed rare wildlife and plant species documented by the NHESP and provided impact minimization recommendations to the engineer to comply with MESA. Evaluated current beaver damage to the rail trail corridor and reviewed beaver management planning in accordance with MWPA and MESA performance standards.

EDUCATION

MS, Natural Resources Planning,
University of Vermont,
Burlington, Vermont

BS, Wildlife Biology, University of
Massachusetts, Amherst,
Massachusetts

TRAINING

Airport Wildlife Hazard
Management Workshop (meets
requirements of 14 CFR 139 and
FAA Circ 150/5200-36), Embry-
Riddle Aeronautical University,
Daytona Beach, Florida, 2010

Qualified Airport Wildlife
Biologist, Federal Aviation
Administration

Certified Wildlife Biologist,
The Wildlife Society

SPOTTED TURTLE HABITAT ASSESSMENT AND SURVEYS, MA

Senior Ecologist

Conducted an assessment of suitable habitat conditions and visual surveys for spotted turtles at the site of a proposed major commercial and residential development. Assisted with the development of wildlife crossing structure and exclusion barrier design and placement. Coordinated project planning and mitigation design with local and state agencies in compliance with MESA.

REGIONAL BLANDING'S TURTLE RAPID HABITAT ASSESSMENT, NH

Senior Ecologist

Conducted and managed landscape analysis, habitat assessment, and field survey of Blanding's turtle habitat modeling results in southern and central New Hampshire. Developed regional study plan in coordination with the New Hampshire Fish and Game Department to assess modeling results of 15 sites (> 1500 acres). Results evaluated suitable habitat conditions, new observations of Blanding's turtles, and conservation planning and management recommendations.

KINDER MORGAN PARKWAY PIPELINE PROJECT

Principal Scientist

The Parkway Pipeline Project (PWP) proposes to construct a new 136-mile, 16-inch diameter liquid products pipeline originating at Valero Energy Corporation's St. Charles Refinery in Norco, Louisiana and terminating at Kinder Morgan's pipeline terminal in Collins, Mississippi. The purpose of the project is to transport refined petroleum products from Norco to Collins, where these products can be further distributed to the southeastern United States. Mr. Giumarro assisted with permitting and routing studies for this project.

NEXUS GAS TRANSMISSION PROJECT

Project Manager

Gino managed wetland and waterbody surveys and delineations on an approximate 250 mile proposed pipeline corridor crossing portions of Ohio and Michigan. Daily data collection and reporting included USACE wetland data forms, Ohio Rapid Assessment Method (ORAM), stream assessments (HHEI/QHEI), and GPS survey within the proposed pipeline right-of-way.

NATURAL RESOURCE SERVICES

Senior Ecologist and Project Manager

Conducted assessment and surveys of numerous project sites throughout New England to identify suitable habitat conditions for a variety of rare, threatened, and endangered species; or rare communities; wetlands; and vernal pools. Determinations were provided to assist with project planning and permit applications in compliance with applicable local, state, and federal natural resource regulations.

OTHER REPRESENTATIVE PROJECTS

Sandpiper Pipeline Project
(Minnesota)

Downeast LNG Export Terminal
(Maine)

TransCanada Pipeline
Groundbed Anode Replacement
(Michigan)

Blue Racer Midstream Natrium
Residue Pipeline (Ohio/West
Virginia)

Blue Racer Midstream Carlisle
Dos Looping Project (Ohio)

Access Midstream Rare Bat
Surveys (Ohio)

National Park Service Cape Cod
NS Hunting EIS (Massachusetts)

Wind Farm Development Surveys
and Risk Assessments (New York,
New Hampshire, Vermont,
Maine, Virginia, West Virginia,
and Pennsylvania)

Mount Rushmore National
Memorial Air Tour Management
Plan Environmental Assessment
(South Dakota)

NASA Wallops Island Flight
Facility Bat Evaluation, Wallops
Island (Virginia)



Appendix B. Site Visit Photodocumentation



Photo 1 – Property access off 1700 Westbrook Street, Portland, Maine



Photo 2 – Wet ditch paralleling Westbrook Street



Photo 3 – Shrub and treeline at the western edge of the limits of disturbance; north to south



Photo 4 – Narrow treeline surrounded by pasture does not connect other dense shrub habitat



Photo 5 – Narrow treeline on the western edge of the limits of disturbance



Photo 6 – The meadow has thin grass, herb, and raspberry cover; many signs of grazing



Photo 7 – Forested edge near Stroudwater River is free of dense shrub cover



Photo 8 – Open floodplain forest adjacent to Stroudwater River



Photo 9 – Numerous fox tracks were observed



Photo 10 – Small patches of multiflora rose occur in areas that cannot be mowed



Photo 11 – Black cherry, multiflora rose and speckled alder occur along wetland / toe of slope



Photo 12 – Shrubby areas are kept open by cattle grazing



Photo 13 – Cattle paths occur under the canopy and within shrub areas



Photo 14 – Cattle path on sideslope south of Stroudwater River



Photo 15 – Numerous signs of past land uses such as this access road and an oil pipeline



Photo 16 – Fox den



Photo 17 – Thin cover of goldenrod, grasses, thistle, hawksweed; raspberry



Photo 18 – No understory in the small grove of white pine adjacent to Westbrook Street



Photo 19 – Vegetative cover is typical of cattle pastures in southern Maine



Photo 20 – Emergent wetland seep adjacent to a slope has allowed multiflora rose to grow in isolated places in the pasture



Appendix C. Agency Correspondence

1. Site Plan Drawing Number C-10 – Acorn Engineering – 2/14/2017
2. Maine Natural Areas Program Letter – 11/10/2016
3. Maine Division of Inland Fisheries and Wildlife Letter – 12/2/2016
4. United States Fish and Wildlife Service IPaC Analysis – 3/20/2017
5. Maine Historic Preservation Commission Letter – 12/9/2016



PAUL R. LePAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
93 STATE HOUSE STATION
AUGUSTA, MAINE 04333

WALTER E. WHITCOMB
COMMISSIONER

November 10, 2016

Olivia Dawson
Acorn Engineering
PO Box 3372
Portland, ME 04104

Via email: odawson@acorn-engineering.com

Re: Rare and exemplary botanical features in proximity to: Camelot Farms Subdivision, Portland, Maine

Dear Ms. Dawson:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received November 10, 2016 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Portland, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM



PHONE: (207) 287-8044
FAX: (207) 287-8040
WWW.MAINE.GOV/DACF/MNAP

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

A handwritten signature in blue ink, appearing to read "Don Cameron", with a long horizontal flourish extending to the right.

Don Cameron | Ecologist | Maine Natural Areas Program
207-287-8041 | don.s.cameron@maine.gov

Rare and Exemplary Botanical Features within 4 miles of Project: Camelot Farms Subdivision, Portland, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Allegheny Vine	E	S1	G4	1860-10	9	Rocky summits and outcrops (non-forested, upland), Dry barrens (partly forested, upland)
American Sea-blite	T	S2	G5	1932-09-12	5	Tidal wetland (non-forested, wetland)
	T	S2	G5	2011-08-15	17	Tidal wetland (non-forested, wetland)
Beach Plum	E	S1	G4	1933-05-19	10	Rocky coastal (non-forested, upland)
Broad Beech Fern	SC	S2	G5	1872-08	15	Hardwood to mixed forest (forest, upland)
Creeping Spike-moss	E	S2	G5	1924-08-20	3	Open wetland, not coastal nor rivershore (non-forested, wetland), Old field/roadside (non-forested, wetland or upland)
	E	S2	G5	1924-08-21	8	Open wetland, not coastal nor rivershore (non-forested, wetland), Old field/roadside (non-forested, wetland or upland)
Dioecious Sedge	SC	S3	G4	1936-07-14	7	Non-tidal rivershore (non-forested, seasonally wet), Open wetland, not coastal nor rivershore (non-forested, wetland)
Ebony Spleenwort	SC	S2	G5	1910-06-06	10	Rocky summits and outcrops (non-forested, upland), Hardwood to mixed forest (forest, upland)
Engelmann's Spikerush	PE	SH	G4G5Q	1916-08-31	2	Open wetland, not coastal nor rivershore (non-forested, wetland)
Fern-leaved False Foxglove	SC	S3	G5	1902-09-02	13	Dry barrens (partly forested, upland), Hardwood to mixed forest (forest, upland)
Great Blue Lobelia						

Rare and Exemplary Botanical Features within 4 miles of Project: Camelot Farms Subdivision, Portland, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	PE	SX	G5	1905-09	3	Forested wetland,Non-tidal rivershore (non-forested, seasonally wet)
Hollow Joe-pye Weed						
	SC	S2	G5?	2014-06-18	24	Open wetland, not coastal nor rivershore (non-forested, wetland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5?	2007-10-22	18	Open wetland, not coastal nor rivershore (non-forested, wetland),Old field/roadside (non-forested, wetland or upland)
Horned Pondweed						
	SC	S2	G5	1913-09-13	9	Tidal wetland (non-forested, wetland)
	SC	S2	G5	1972-06-13	3	Tidal wetland (non-forested, wetland)
Marsh Milkwort						
	PE	SH	G5T4	1903-08-18	1	Dry barrens (partly forested, upland),Open wetland, not coastal nor rivershore (non-forested, wetland)
Missouri Rockcress						
	T	S1	G5?Q	1905-06-11	5	Rocky summits and outcrops (non-forested, upland),Hardwood to mixed forest (forest, upland)
Mountain Honeysuckle						
	E	S2	G5	2015-07-16	16	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
	E	S2	G5	2015-07-07	17	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
Parker's Pipewort						
	SC	S3	G3	1924-08-20	8	Tidal wetland (non-forested, wetland)
Pitch Pine Bog						
	<null>	S2	G3G5	2012-07-31	16	Forested wetland,Coastal non-tidal wetland (non-forested, wetland)
Tidal Marsh Estuary Ecosystem						
	<null>	S3	GNR	2011-08-25	8	Tidal wetland (non-forested, wetland)
Variable Sedge						

Rare and Exemplary Botanical Features within 4 miles of Project: Camelot Farms Subdivision, Portland, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	E	S1	G3	1911	8	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
	E	S1	G3	1911-06-29	9	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
Vasey's Pondweed						
	SC	S2	G4	1901-08-04	7	Open water (non-forested, wetland)
Water-plantain Spearwort						
	PE	SH	G4	1862-08	3	Open water (non-forested, wetland)
Wild Leek						
	SC	S3	G5	2006-05-10	19	Hardwood to mixed forest (forest, upland),Forested wetland

STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

Note: **Global Ranks** are determined by NatureServe.

STATE LEGAL STATUS

Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered** and **Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size**: Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition**: For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context**: Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A**, **B**, **C**, or **D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

Note: **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!
<http://www.maine.gov/dacf/mnap>

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

November 2, 2016

Olivia Dawson
Acorn Engineering, Inc.
158 Danforth Street
Portland, ME 04102

RE: Information Request - Camelot Farms subdivision, Portland

Dear Olivia:

Per your request received November 10, 2016, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and fisheries habitat concerns within the vicinity of the *Camelot Farms subdivision project* in Portland. For purposes of this review, we are assuming that the development will occur primarily within maintained fields and tree clearing will not be necessary. If tree clearing is ultimately proposed, please contact our Department for further guidance.

Our information indicates no locations of Endangered, Threatened, or Special Concern species within the project area that would be directly affected by your project. Additionally, our Department has not mapped any Essential or Significant Wildlife Habitats that would be directly affected by your project.

Fisheries Habitat

Without details, it is difficult to know what impacts your project may have on the Stroudwater River. That being said, MDIFW makes the following general recommendations as they pertain to work around rivers and streams.

Maintaining buffers along coldwater fisheries is critical to the protection of water temperatures, water quality, and inputs of coarse woody debris necessary to support conditions required by brook trout. We generally recommend that a 100-foot undisturbed vegetated buffer be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fish and fisheries habitat. In addition, we recommend that any necessary instream work or work within 100 feet of streams occur between July 15 and October 1.

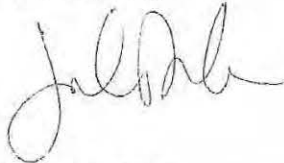
This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and

Letter to Olivia Dawson
Comments RE: Camelot Farms subdivision, Portland
December 2, 2016

Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

A handwritten signature in black ink, appearing to read 'John MacLaine', with a stylized, cursive script.

John MacLaine
Biologist

IPaC

IPaC resource list

Project information

NAME

Camelot Farms

LOCATION

Cumberland County, Maine



DESCRIPTION

Residential development

Local office

Maine Ecological Services Field Office

☎ (207) 469-7300

📠 (207) 902-1588

MAILING ADDRESS

P. O. Box A

East Orland, ME 04431

PHYSICAL ADDRESS

306 Hatchery Road

East Orland, ME 04431

<http://www.fws.gov/mainefieldoffice/index.html>

Endangered species

This resource list is for informational purposes only and should not be used for planning or analyzing project level impacts.

Section 7 of the Endangered Species Act requires Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency.

A letter from the local office and a species list which fulfills this requirement can only be obtained by requesting an official species list either from the Regulatory Review section in IPaC or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by creating a project and making a request from the Regulatory Review section.

Listed species¹ are managed by the [Endangered Species Program](#) of the U.S. Fish and Wildlife Service.

1. Species listed under the [Endangered Species Act](#) are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the [listing status page](#) for more information.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. http://ecos.fws.gov/ecp/species/9045	Threatened

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

THERE ARE NO CRITICAL HABITATS AT THIS LOCATION.

Migratory birds

Birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act².

Any activity that results in the take (to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct) of migratory birds or eagles is prohibited unless authorized by the U.S. Fish and Wildlife Service³. There are no provisions for allowing the take of migratory birds that are unintentionally killed or injured.

Any person or organization who plans or conducts activities that may result in the take of migratory birds is responsible for complying with the appropriate regulations and implementing appropriate conservation measures.

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

Additional information can be found using the following links:

- Birds of Conservation Concern <http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php>
- Conservation measures for birds <http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php>
- Year-round bird occurrence data <http://www.birdscanada.org/birdmon/default/datasummaries.jsp>

The migratory birds species listed below are species of particular conservation concern (e.g. [Birds of Conservation Concern](#)) that may be potentially affected by activities in this location, not a list of every bird species you may find in this location. Although it is important to try to avoid and minimize impacts to all birds, special attention should be made to avoid and minimize impacts to birds of priority concern. To view available data on other bird species that may occur in your project area, please visit the [AKN Histogram Tools](#) and [Other Bird Data Resources](#).

NAME	SEASON(S)
American Bittern <i>Botaurus lentiginosus</i> http://ecos.fws.gov/ecp/species/6582	On Land: Breeding
American Oystercatcher <i>Haematopus palliatus</i> http://ecos.fws.gov/ecp/species/8935	On Land: Breeding
Bald Eagle <i>Haliaeetus leucocephalus</i> http://ecos.fws.gov/ecp/species/1626	On Land: Year-round
Bay-breasted Warbler <i>Dendroica castanea</i>	On Land: Breeding
Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> http://ecos.fws.gov/ecp/species/9399	On Land: Breeding

Blue-winged Warbler <i>Vermivora pinus</i>	On Land: Breeding
Canada Warbler <i>Wilsonia canadensis</i>	On Land: Breeding
Great Cormorant <i>Phalacrocorax carbo</i>	On Land: Wintering
Hudsonian Godwit <i>Limosa haemastica</i>	At Sea: Migrating
Least Bittern <i>Ixobrychus exilis</i> http://ecos.fws.gov/ecp/species/6175	On Land: Breeding
Nelson's Sparrow <i>Ammodramus nelsoni</i>	On Land: Breeding
Olive-sided Flycatcher <i>Contopus cooperi</i> http://ecos.fws.gov/ecp/species/3914	On Land: Breeding
Peregrine Falcon <i>Falco peregrinus</i> http://ecos.fws.gov/ecp/species/8831	On Land: Breeding
Pied-billed Grebe <i>Podilymbus podiceps</i>	On Land: Breeding
Prairie Warbler <i>Dendroica discolor</i>	On Land: Breeding
Purple Sandpiper <i>Calidris maritima</i>	On Land: Wintering
Saltmarsh Sparrow <i>Ammodramus caudacutus</i>	On Land: Breeding
Short-eared Owl <i>Asio flammeus</i> http://ecos.fws.gov/ecp/species/9295	On Land: Wintering
Snowy Egret <i>Egretta thula</i>	On Land: Breeding
Upland Sandpiper <i>Bartramia longicauda</i> http://ecos.fws.gov/ecp/species/9294	On Land: Breeding
Willow Flycatcher <i>Empidonax traillii</i> http://ecos.fws.gov/ecp/species/3482	On Land: Breeding
Wood Thrush <i>Hylocichla mustelina</i>	On Land: Breeding

What does IPaC use to generate the list of migratory bird species potentially occurring in my specified location?

Landbirds:

Migratory birds that are displayed on the IPaC species list are based on ranges in the latest edition of the National Geographic Guide, Birds of North America (6th Edition, 2011 by Jon L. Dunn, and Jonathan Alderfer). Although these ranges are coarse in nature, a number of U.S. Fish and Wildlife Service migratory bird biologists agree that these maps are some of the best range maps to date. These ranges were clipped to a specific Bird Conservation Region (BCR) or USFWS Region/Regions, if it was indicated in the 2008 list of Birds of Conservation Concern (BCC) that a species was a BCC species only in a particular Region/Regions. Additional modifications have been made to some ranges based on more local or refined range information and/or information provided by U.S. Fish and Wildlife Service biologists with species expertise. All migratory birds that show in areas on land in IPaC are those that appear in the 2008 Birds of Conservation Concern report.

Atlantic Seabirds:

Ranges in IPaC for birds off the Atlantic coast are derived from species distribution models developed by the National Oceanic and Atmospheric Association (NOAA) National Centers for Coastal Ocean Science (NCCOS) using the best available seabird survey data for the offshore Atlantic Coastal region to date. NOANCCOS assisted USFWS in developing seasonal species ranges from their models for specific use in IPaC. Some of these birds are not BCC species but were of interest for inclusion because they may occur in high abundance off the coast at different times throughout the year, which potentially makes them more susceptible to certain types of development and activities taking place in that area. For more refined details

about the abundance and richness of bird species within your project area off the Atlantic Coast, see the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other types of taxa that may be helpful in your project review.

About the NOAA NCOS models: the models were developed as part of the NOAA NCOS project: [Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf](#). The models resulting from this project are being used in a number of decision-support/mapping products in order to help guide decision-making on activities off the Atlantic Coast with the goal of reducing impacts to migratory birds. One such product is the [Northeast Ocean Data Portal](#), which can be used to explore details about the relative occurrence and abundance of bird species in a particular area off the Atlantic Coast.

All migratory bird range maps within IPaC are continuously being updated as new and better information becomes available.

Can I get additional information about the levels of occurrence in my project area of specific birds or groups of birds listed in IPaC?

Landbirds:

The [Avian Knowledge Network \(AKN\)](#) provides a tool currently called the "Histogram Tool", which draws from the data within the AKN (latest, survey, point count, citizen science datasets) to create a view of relative abundance of species within a particular location over the course of the year. The results of the tool depict the frequency of detection of a species in survey events, averaged between multiple datasets within AKN in a particular week of the year. You may access the histogram tools through the [Migratory Bird Programs AKN Histogram Tools](#) webpage.

The tool is currently available for 4 regions (California, Northeast U.S., Southeast U.S. and Midwest), which encompasses the following 32 states: Alabama, Arkansas, California, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

In the near future, there are plans to expand this tool nationwide within the AKN, and allow the graphs produced to appear with the list of trust resources generated by IPaC, providing you with an additional level of detail about the level of occurrence of the species of particular concern potentially occurring in your project area throughout the course of the year.

Atlantic Seabirds:

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the [Northeast Ocean Data Portal](#). The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCOS [Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project](#) webpage.

Facilities

Wildlife refuges

Any activity proposed on [National Wildlife Refuge](#) lands must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGES AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

THERE ARE NO KNOWN WETLANDS AT THIS LOCATION.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tubercled worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.



PAUL R. LEPAGE
GOVERNOR

MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

KIRK F. MOHNEY
DIRECTOR

December 9, 2016

Olivia Dawson, E.I.
Acorn Engineering, Inc.
P.O. Box 3372
Portland, ME 04104

Project: MHPC# 1678-16 - Camelot Holdings, Inc., 1700 Westbrook Street; redevelop
existing farm with single family homes
Town: Portland, ME

Dear Ms. Dawson:

In response to your recent request, I have reviewed the information received November 16, 2016 to initiate consultation on the above referenced project in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA).

In order to complete our review, we are requesting the following information:

1. Submit photos (keyed to a topographic map) of any buildings that are fifty years or older that are on or adjacent to the project site. If no such buildings exist, please indicate this in writing.
2. An archeological Phase I survey for prehistoric archaeological sites is necessary for all land on this project area below the 40 foot contour or within 100 yards of the Stroudwater River. A list of approved archaeologists is enclosed. Please note that we must review the proposal/scope of work for this survey that you choose. Please contact Dr. Arthur Spiess, Senior Archaeologist arthur.spiess@maine.gov with any questions.

Once this information is received, we will forward a response regarding the results of our evaluation.

Sincerely,

Kirk F. Mohney
State Historic Preservation Officer

Enc.

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Maine Historic Preservation Commission

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AGENCY INFORMATION

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- Grants
- Restoration Resources
- Archaeology
- Architectural Survey
- Certified Local Government (CLG) Program
- Preservation Planning
- Laws & Regulations
- Historic Preservation Easements
- Office of the State Historian
- Biographical Dictionary of Architects in Maine

Home > Project Review > Architectural & Archaeological Consultants > Prehistoric Archaeologists

Prehistoric Archaeologists

Prehistoric Archeologists Approved List: Review and Compliance Consulting/Contracting (Active)

LEVEL I

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Email: Edna.Feighner@dcr.nh.gov

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LEVEL II

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Camelot Holdings, LLC

March 30, 2017

Planning and Urban Development Department
Attn: Shukria Weir
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

Subject: Housing Attainability Summary – R1 vs. R3 –Camelot Farm Neighborhood

Dear Shukria,

The following is a summary of the differences in development approach when looking at the current land use designation of R1 as compared to the proposed land use designation of R3 with Open Space.

R1 Concept – 45 Acre Parcel

- 84 Home Lots – 1.8 dwelling units per acre
- 100% Privately Held without open space
- Lots along the river would have private direct access to the resource.
- 25% more road/infrastructure to access home lots
- More intense earthwork activities across the site
- Maximum lot coverage permits larger house footprints (3,000 sft +/- minimum)
- It is estimated that the housing sizes/types will be within 150%-200% of the Workforce Housing Unit price point.

R3 Concept – 45 Acre Parcel

- 95 Home Lots – 3.8 dwelling units per acre
- Approximately 55% Privately Held, 45 % Open Space with Public Access and buffer spaces
- River Access would be open to the public
- More efficient road/infrastructure access to house lots
- Less disturbed earthwork activity across the site resulting in better preservation of the existing conditions near the resource
- Maximum lot coverage permits more compact/efficient house footprints (2,000 sft +/- minimum)
- It is estimated that the housing sizes/types will be within 90%-120% of the Workforce Housing Unit price point.

In addition to items identified within other application materials regarding compliance with the City comprehensive plan, the lack of this housing product offer, and providing public access to a currently privately held parcel, we feel that the combination of R3 or R5A with open space would provide the best opportunity to collectively create a traditional neighborhood with a modern feel from which the pride derived would be mutually beneficial.

Sincerely,





CAMELOT FARMS

April 6th, 2017

Camelot Holdings, LLC

**R-1 FULL BUILDOUT
EXISTING ZONE CONCEPT PLAN**

STROUDWATER RIVER

RESOURCE
PROTECTION
ZONE

PATRIDGE CIRCLE

SHORELAND
OVERLAY
ZONE

WESTBROOK STREET

OLD WESTBROOK STREET

[illegible]NAME _____
SITE PLAN - R-1 FULL BUILDOUT CONCEPT

CAMELOT FARMS

CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043

ACCURATE ENGINEERING, INC.
 1500 SOUTHWORTH ST., PORTLAND, MAINE 04102

FOR FURTHER INFO, SEE US OR WRITE: **ACCURATE ENGINEERING, INC.**
 NEW YORK, NEW YORK, N.Y. 10017, TEL. 212-691-1100

FILE:	1079_CIVIL
JN:	1079
SCALE:	1"=100'
DESIGNED BY:	DJD
DRAWN BY:	DJD
CHECKED BY:	WHS

DRAWING NO.

**R-2 FULL BUILDOUT
ZONE CHANGE CONCEPT PLAN**

STROUDWATER RIVER

PATRIDGE CIRCLE

SHORELAND OVERLAY ZONE

RESOURCE PROTECTION ZONE

WESTBROOK STREET

OLD WESTBROOK STREET

MAINE TURNPIKE (I-95)

ACORN
ENGINEERING, INC.

RESOURCE
PROTECTION
ZONE

**SHORELAND
OVERLAY
ZONE**

PATRIDGE CIRCLE

MAINE TURNPIKE (1-95)

WESTBROOK STREET

OLD WESTBROOK STREET

[illegible]

**R-3 FULL BUILDOUT
ZONE CHANGE CONCEPT PLAN**

STROUDWATER RIVER

RESOURCE
PROTECTION
ZONE

PRUD LOT
(15 UNITS)

SHORELAND
OVERLAY
ZONE

PATRIDGE CIRCLE

WESTBROOK STREET

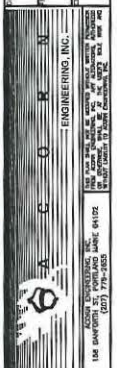
OLD WESTBROOK STREET

MAINE TURNPIKE (1-95)

[illegible]

SITE PLAN -- R-3 FULL BUILDOUT CONCEPT

CAMELOT FARMS
CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043



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SCALE:	1"=100'
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DRAWN BY:	QJD
CHECKED BY:	WHS

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RESOURCE
PROTECTION
ZONE

**SHORELAND
OVERLAY
ZONE**

DUPLEX LOTS
(2 UNITS)

PRUD LOTS
(14 UNITS)

OLD WESTBROOK
STREET



DRAWING NO.		100 DAVENPORT ENGINEERING, INC. 100 DAVENPORT ENGINEERING, INC. 04101 100 DAVENPORT ENGINEERING, INC. 04101 (307) 775-2053	FILE: 1079.CHW UN: 1079 SCALE: 1"=100' DESIGNED BY: GJD DRAWN BY: GJD CHECKED BY: WHS	PROJECT TITLE: CAMELOT FARMS CAMELOT HOLDINGS, LLC KENNEBUNK, MAINE 04043	PROJECT NO.: CAMELOT FARMS	PROJECT NAME: SITE PLAN - R-5a OPEN SPACE CONCEPT	ISSUED FOR WORKSHOP II	BY DATE

**R-3 OPEN SPACE
ZONE CHANGE CONCEPT PLAN**

STROUDWATER RIVER

PATRIDGE CIRCLE

SHORELAND
OVERLAY ZONE

RESOURCE
PROTECTION
ZONE

PRUD LOT
(13 UNITS)

MAINE TURNPIKE (I-95)

WESTBROOK STREET

OLD WESTBROOK STREET

ACORN
ENGINEERING, INC.

**RESOURCE
PROTECTION
ZONE**

SHORELAND
OVERLAY
ZONE

PRUD LOT
(13 UNITS)

MAINE TURNPIKE (1-95)

WESTBROOK STREET

OLD WESTBROOK
STREET

[illegible]

FIGURE SITE PLAN - AERIAL R-3 OPEN SPACE CONCEPT

CAMELOT FARMS

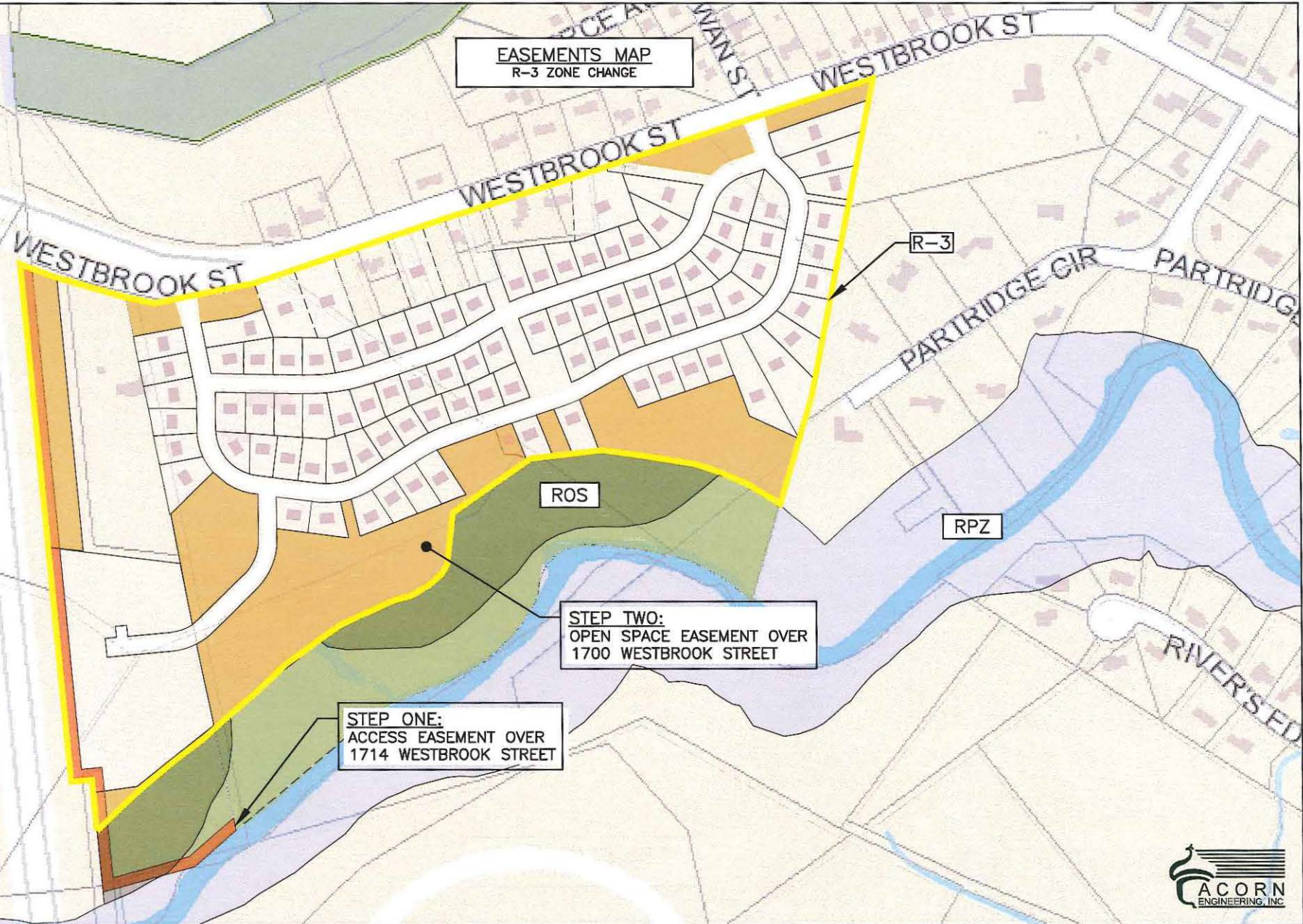
CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043



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SCALE:	1"=100'
DESIGNED BY:	DJD
DRAWN BY:	QJD
CHECKED BY:	WHS

DRAWING NO.

EASEMENTS MAP
R-3 ZONE CHANGE



R-3

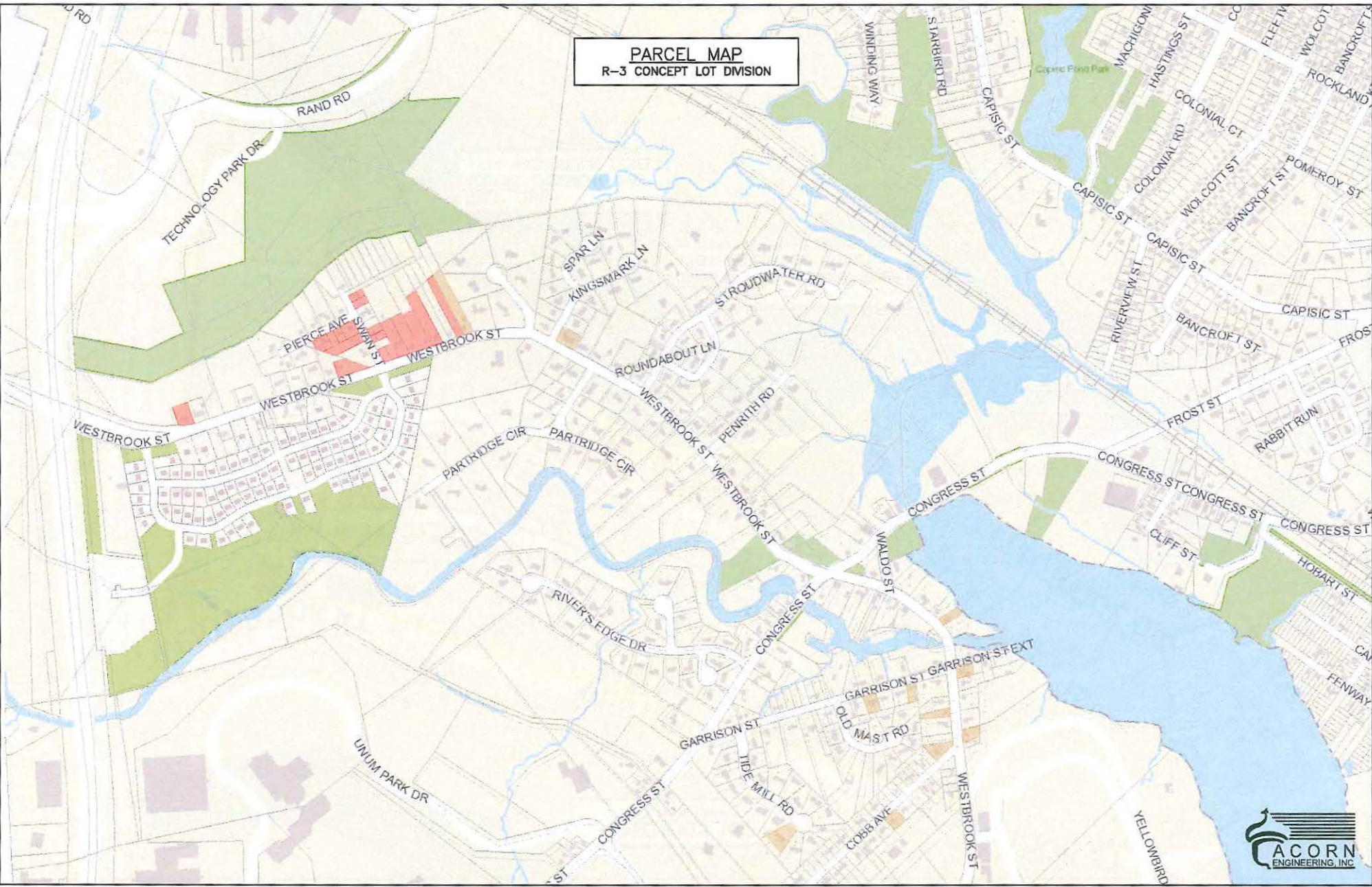
ROS

RPZ

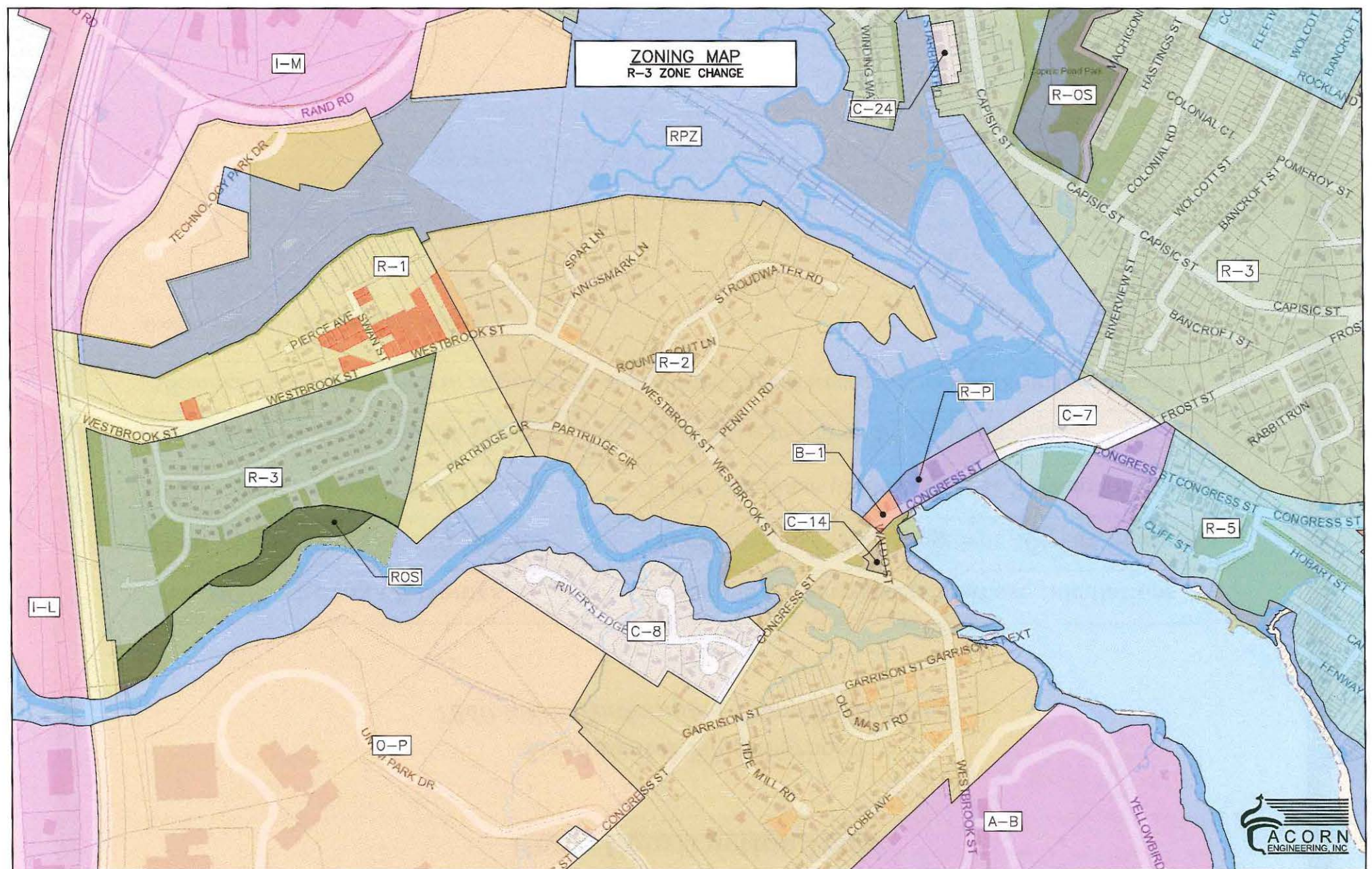
STEP TWO:
OPEN SPACE EASEMENT OVER
1700 WESTBROOK STREET

STEP ONE:
ACCESS EASEMENT OVER
1714 WESTBROOK STREET

PARCEL MAP
R-3 CONCEPT LOT DIVISION



ZONING MAP
R-3 ZONE CHANGE



Home Construction Data

Stroudwater Neighborhood
1940-2022 (Anticipated Completion Date)

Pre-1940: Approx 60 Homes	Baseline for percentage increase calculations
1940 – 1980: Approx 120 Homes	100% increase (doubling) over 40-year time span
1980 – 2005: Approx 240 Homes	100% increase (doubling) over 25-year time span
2005* – 2022: Approx 335 Homes	40% increase over 18-year time span
<i>*Between 2005-2013 (last year of available data), 0 new homes were built within the neighborhood</i>	

Census Source Data: <http://www.city-data.com>

Representative Neighborhood Density

Stroudwater vs. Camelot Farm

	Kingsmark, River's Edge, Tide Mill, Old Mast Neighborhoods	Camelot Farms
Zone	R-2/R-3	R-3/ROS
House Lots	83 Lots	95 Lots
Total Neighborhood Area	52 Acres*	54 Acres**
Acres per House Lot	0.62	0.57
<i>* Includes approximately 6 acres of open space at River's Edge Development only. Other neighborhoods are 100% privately held.</i>		
<i>** Includes approximately 12 acres of R.O.S. zoned area and additional 14 acres of Open Space.</i>		

Housing Attainability Summary

<u>R-1 Concept - 45-Acre Parcel</u>	<u>R-3 Concept – 45 Acre Parcel</u>
84 House Lots (1.8 Dwelling Units per Acre)	95 Home Lots (3.8 Dwelling Units per Acre)
100% Privately Held without Open Space	Approx 55% Privately Held, 45% Open Space with Public Access and Buffer Space
Private Access to Stroudwater River	Public Access to Stroudwater River
Approx 25% More Infrastructure & Roadways to Access Lots	More Efficient Use of Infrastructure & Roadways
More Intense Earthwork Activities Across the Site	Less Disruptive Earthwork Activities (Better Preservation of Existing Natural Resources)
Maximum Lot Coverage Permits Larger House Footprints (± 3,000 sf)	Maximum Lot Coverage Permits More Compact/Efficient House Footprints (± 2,000 sf)
Estimated Housing Size/Types will be within 150-200% of Workforce Housing Unit price point	Estimated Housing Size/Types will be within 90-120% of Workforce Housing Unit price point











Architectural Design Examples



Craftsman Home

2,250 Square Feet, 2-Floor, 4-Bedroom Floor Plan



Bungalow Craftsman Home

1,600 Square Feet, 2-Floor, 2-Bedroom Floor Plan



Traditional Home

2,533 Square Feet, 2-Floor, 3 Bedroom Floor Plan



Craftsman Home

1,612 Square Feet, 2-Floor, 3 Bedroom Floor Plan

Local Design Examples



Classic Cape Home

1,525 - 2,047 Square Feet, 2-Floor, 3 Bedroom Floor Plan

Village Green, Cumberland - As-Built Plans



Edenville Home

1,800 Square Feet, 2-Floor, 3 Bedroom Floor Plan

Eastern Village, Scarborough - As-Built Plans

Abutting Neighborhood Design Examples



1533 & 1527 Westbrook Street

1,668 Square Feet, 1.5-Floor, 3-Bedroom Floor Plan

1,584 Square Feet, 2-Floor, 3-Bedroom Floor Plan



59 Kingsmark Lane

2,228 Square Feet, 1-Floor, 3-Bedroom Floor Plan



10 & 18 Pierce Ave

1,104 Square Feet, 1-Floor, 3 Bedroom Floor Plan

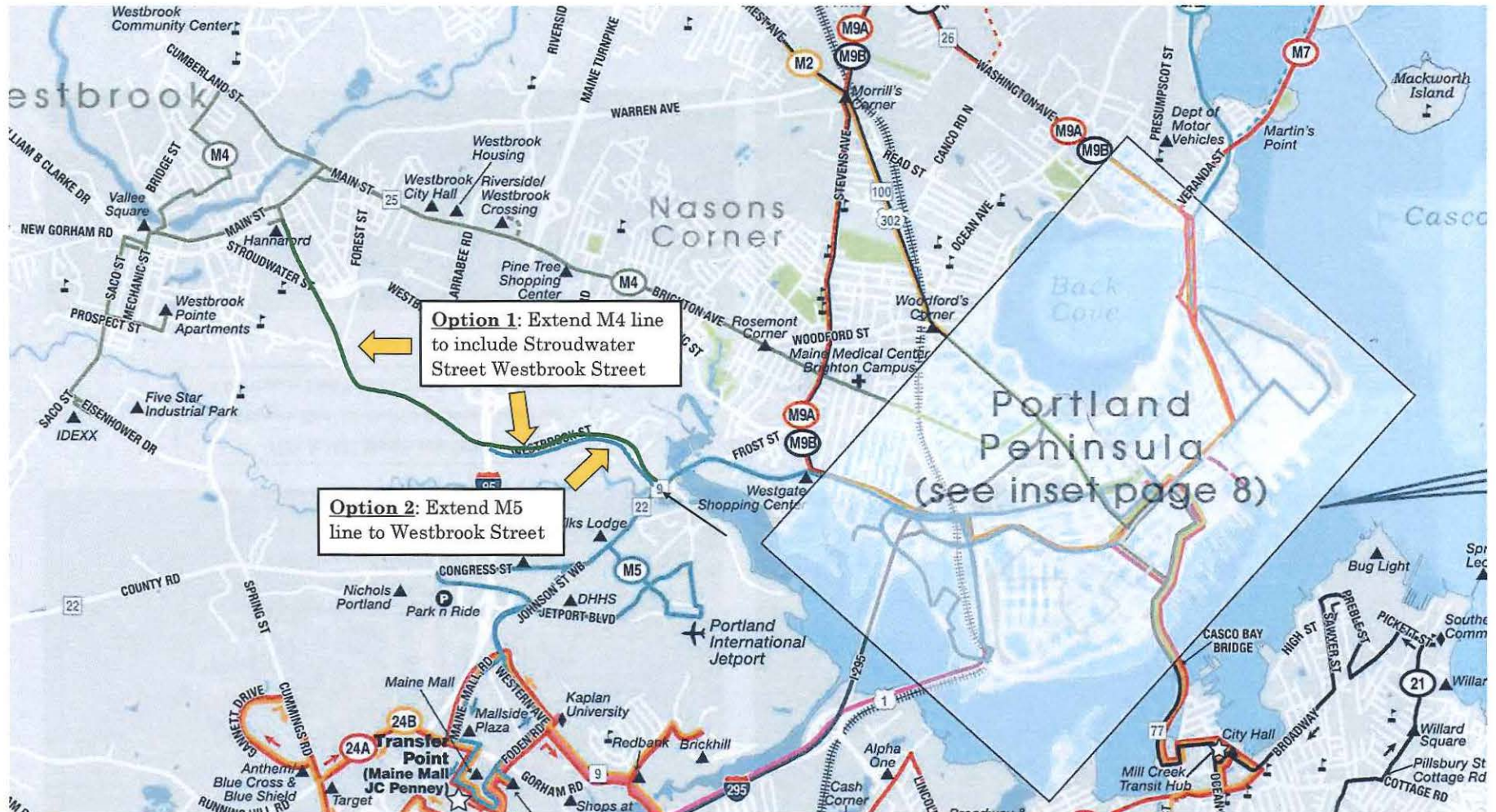
1,200 Square Feet, 1-Floor, 3 Bedroom Floor Plan



1646 Westbrook Street

1,365 Square Feet, 1.5-Floor, 3 Bedroom Floor Plan

Potential Metro Bus Transit System Expansion



Potential Portland Trails System Expansion



(Public Access Easement – 1700 Westbrook)

KNOW ALL PERSONS BY THESE PRESENTS, that **DIVERSACORP, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 5 Stone Pony Circle, Saco, Maine (the “Grantor”), FOR CONSIDERATION PAID, hereby GRANTS to the **PORTLAND TRAILS**, a Maine non-profit corporation having a mailing address of 305 Commercial Street, Portland, Maine, its successors and assigns, (the “Grantee” or the “PT”), a non-exclusive public access easement for the purpose described below, over portions of Grantor’s property at 1700 Westbrook Street, in Portland, Maine, more particularly described as “Proposed 30’ Public Access Easement” in Exhibit A attached hereto (“Easement Area”), said actual traveled paths or surfaces to be as depicted in the drawing attached hereto as Exhibit B and made a part hereof (“Pathway”).

The purpose of the public access easement granted herein is to provide physical public access via the Pathway to the shore of the Stroudwater River for pedestrians within the Easement Area, which Pathway may be improved by Grantee at Grantee’s sole and exclusive expense, including, without limitation, Grantee or its assigns installing an ADA compliant access way for pedestrians, provided that impermeable surfaces shall be only when absolutely necessary. Maintenance, repair and snow removal responsibilities within the Easement Area and Pathway shall belong solely to the Grantee, its successors and assigns. Land within the Easement or Pathway area may be disturbed, graded, regarded, seeded, or otherwise managed by Grantor for all purposes necessary for development of the Camelot Farm lot located generally at 1700 Westbrook Street, Portland, Maine, or in any fashion otherwise permitted by land-use and zoning laws, but in all cases, the disturbance shall be in form and scope which is the least intrusive as commercially reasonable, and shall be repaired, restored, or replanted, as applicable by Grantor. It is the intent of this easement to tie into a similar easement situated at 1714 Westbrook Road, recorded of near or even date herewith.

This easement is given for recreational use and the Grantor and Grantee claim the rights and protections against liability in accordance with Title 14 MRS §159-A to the maximum extent permitted by law.

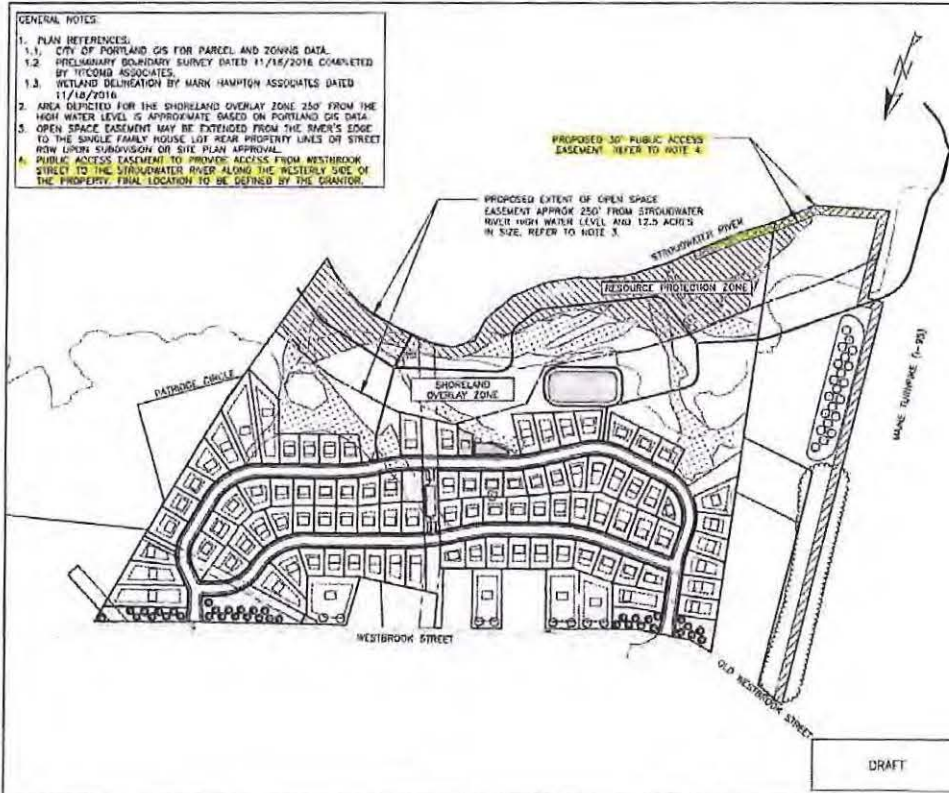
TO HAVE AND TO HOLD the aforegranted and bargained public access easement, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, _____, the Grantor has caused this instrument to be executed by _____, its _____ thereunto duly authorized, this ____ day of _____, 2017.

(Exhibit A Appears Below)

GENERAL NOTES:

1. PLAN REFERENCES:
 - 1.1. CITY OF PORTLAND GIS FOR PARCEL AND ZONING DATA.
 - 1.2. PRELIMINARY BOUNDARY SURVEY DATED 11/18/2016 COMPLETED BY TICCINO ASSOCIATES.
 - 1.3. WETLAND DELINEATION BY MARK HAMPTON ASSOCIATES DATED 11/18/2016.
2. AREA DEPICTED FOR THE SHORELAND OVERLAY ZONE 250' FROM THE HIGH WATER LEVEL IS APPROXIMATE BASED ON PORTLAND GIS DATA.
3. OPEN SPACE EASEMENT MAY BE EXTENDED FROM THE SHED'S EDGE TO THE SINGLE FAMILY HOUSE LOT REAR PROPERTY LINES OR STREET ROW UPON SUBDIVISION OR SITE PLAN APPROVAL.
4. PUBLIC ACCESS EASEMENT TO PROVIDE ACCESS FROM WESTBROOK STREET TO THE STRAUNDWATER RIVER ALONG THE WESTERLY SIDE OF THE PROPERTY. FINAL LOCATION TO BE DEFINED BY THE GRANTEE.



ISSUED FOR		DATE
PROJECT NAME		DATE
PROJECT NAME		DATE
CLIENT		DATE
ACORN ENGINEERING, INC. 1000 S. 10TH AVE. SUITE 200 PORTLAND, ME 04101-1000 TEL: 207.257.1111 FAX: 207.257.1112		
FILE NO.	1000	
DATE	10/15	
SCALE	1"=350'	
DESIGN BY	OVS	
DRAWN BY	OVS	
CHECKED BY	WHS	
THIS PLAN SHALL NOT BE REPRODUCED OR COPIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY REPRODUCTION OR ALTERATION SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.		
DRAWING NO.		
EX-A		

(Public Access Easement – 1714 Westbrook)

KNOW ALL PERSONS BY THESE PRESENTS, that **DIVERSACORP, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 5 Stone Pony Circle, Saco, Maine (the “Grantor”), FOR CONSIDERATION PAID, hereby GRANTS to the **PORTLAND TRAILS**, a Maine non-profit corporation having a mailing address of 305 Commercial Street, Portland, Maine, its successors and assigns, (the “Grantee” or the “PT”), a non-exclusive public access easement for the purpose described below, over portions of Grantor’s property at 1714 Westbrook Street, in Portland, Maine, more particularly described as “Proposed 30’ Public Access Easement” in Exhibit A attached hereto (“Easement Area”), said actual traveled paths or surfaces to be as depicted in the drawing attached hereto as Exhibit B and made a part hereof (“Pathway”).

The purpose of the public access easement granted herein is to provide physical public access via the Pathway to the shore of the Stroudwater River for pedestrians within the Easement Area, which Pathway may be improved by Grantee at Grantee’s sole and exclusive expense, including, without limitation, Grantee or its assigns installing an ADA compliant access way for pedestrians, provided that impermeable surfaces shall be only when absolutely necessary. Maintenance, repair and snow removal responsibilities within the Easement Area and Pathway shall belong solely to the Grantee, its successors and assigns. Land within the Easement or Pathway area may be disturbed, graded, regarded, seeded, or otherwise managed by Grantor for all purposes necessary for development of the Camelot Farm lot located generally at 1700 Westbrook Street, Portland, Maine, or in any fashion otherwise permitted by land-use and zoning laws, but in all cases, the disturbance shall be in form and scope which is the least intrusive as commercially reasonable, and shall be repaired, restored, or replanted, as applicable by Grantor. It is the intent of this easement to tie into a similar easement situated at 1700 Westbrook Road, recorded of near or even date herewith.

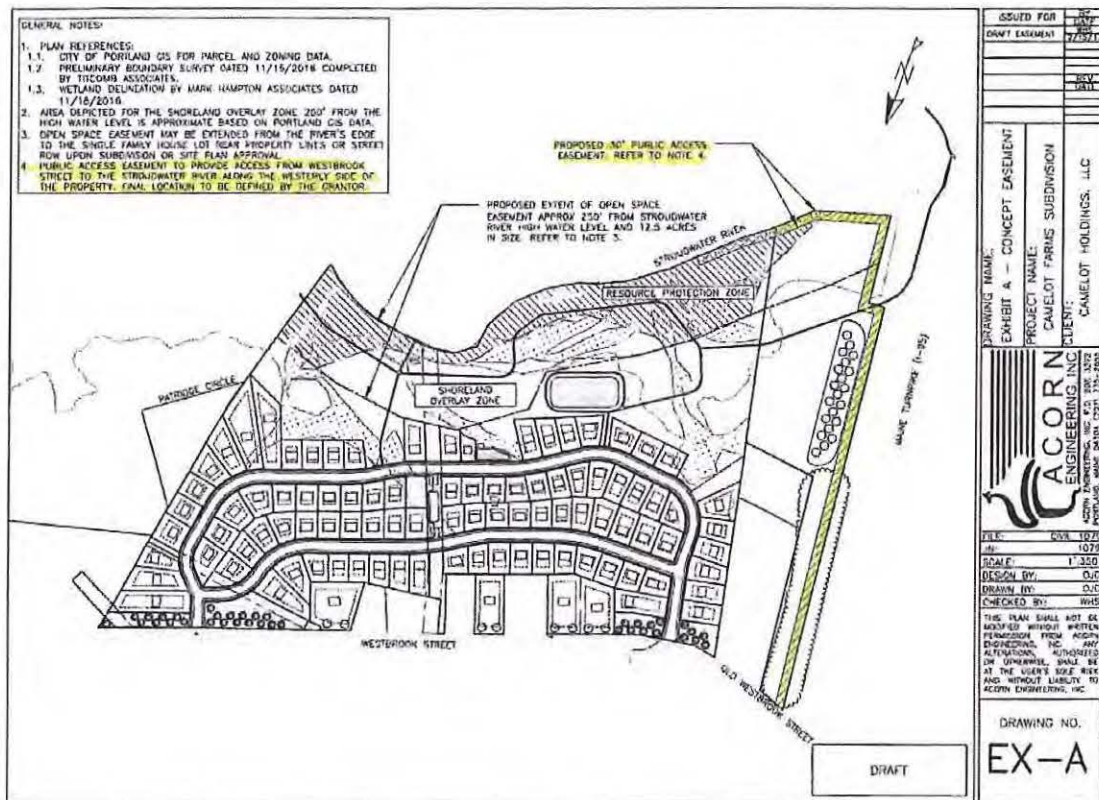
This easement is given for recreational use and the Grantor and Grantee claim the rights and protections against liability in accordance with Title 14 MRS §159-A to the maximum extent permitted by law.

TO HAVE AND TO HOLD the aforegranted and bargained public access easement, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, _____, the Grantor has caused this instrument to be executed by _____, its _____ thereunto duly authorized, this ____ day of _____, 2017.

(Exhibit A Appears Below)

****NOTE THAT THIS EXHIBIT WILL BE REDRAWN BY ACORN****



(Draft Open Space Easement – One for Each Parcel – 1700)

KNOW ALL PERSONS BY THESE PRESENTS, that **DIVERSACORP, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 5 Stone Pony Circle, Saco, Maine (the “Grantor”), FOR CONSIDERATION PAID, hereby GRANTS to the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine (the “Grantee” or the “City”), a non-exclusive open space easement for the purpose described below, over portions of Grantor’s property at or about 1700 Westbrook Street, in Portland, Maine, said easement area being the greater of: (a) the area shown falling within the bounds of the ROS zone as depicted on Exhibit A, or; (b) the Open Space as so defined on any subdivision plan recorded by Grantor or any affiliate or subsidiary thereof, or any successor in title thereto, for development of 1700 Westbrook Street (in the case of (a) or (b) the “Easement Area”. For the avoidance of doubt, the Easement shall initially encumber the ROS zone in Exhibit A, and shall automatically extend to encumber the subdivision “Open Space” contemplated in (b) above immediately upon filing said subdivision plan. Grantee shall not be obligated to take any further action in order for this Easement to extend beyond the ROS zone.

The purpose of the open space easement granted herein is to provide a meaningful areas of undeveloped open space along the Stroudwater River corridor. Land within the Easement area may be disturbed, graded, regarded, seeded, or otherwise managed by Grantor for all purposes necessary for development of the Camelot Farm lot located generally at 1700 Westbrook Street, Portland, Maine, or in any fashion otherwise permitted by land-use and zoning laws, but in all cases, the disturbance shall be in form and scope which is the least intrusive as commercially reasonable. This easement is not a conservation easement. Neither Grantor nor Grantee has any obligation to maintain the Easement Area, except as Grantor may be required to repair or replant areas disturbed during development. The parties agree that this Easement shall in no way impair any restrictions or requirements imposed by local ordinance, state statute, or federal law, as the same relate to activities within the Easement Area. Nothing in this easement shall prevent the pipeline company having prior rights through the Easement Area from exercising its rights to the pipeline. Nothing in this open space easement shall inhibit the public access easement granted prior hereto to Portland Trails for access to and from said Stroudwater River.

TO HAVE AND TO HOLD the aforegranted and bargained public access easement, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, _____, the Grantor has caused this instrument to be executed by _____, its _____ thereunto duly authorized, this ____ day of _____, 2017.

(Exhibit A Appears Below)

Exhibit A

**** THIS WILL BE A REVISED DRAWING SHOWING THE AREA WITHIN THE NEW ROS ZONE ****

DRAFT

(Draft Open Space Easement – One for Each Parcel – 1700 / 1714)

KNOW ALL PERSONS BY THESE PRESENTS, that **DIVERSACORP, LLC**, a Maine limited liability company with a place of business in Portland, Maine and mailing address of 5 Stone Pony Circle, Saco, Maine (the “Grantor”), FOR CONSIDERATION PAID, hereby GRANTS to the **CITY OF PORTLAND**, a Maine body corporate and politic, with a mailing address of City Hall, 389 Congress Street, Portland, Maine (the “Grantee” or the “City”), a non-exclusive open space easement for the purpose described below, over portions of Grantor’s property at or about 1714 Westbrook Street, in Portland, Maine, said easement area being the greater of either: (a) the area shown falling within the bounds of the ROS zone as depicted on Exhibit A, or; (b) the Open Space as so defined on any subdivision plan recorded by Grantor or any affiliate or subsidiary thereof, or any successor in title thereto, for development of 1700 Westbrook Street (in the case of (a) or (b) the “Easement Area”. For the avoidance of doubt, the Easement shall initially encumber the ROS zone in Exhibit A, and shall automatically extend to encumber the subdivision “Open Space” contemplated in (b) above immediately upon filing said subdivision plan. Grantee shall not be obligated to take any further action in order for this Easement to extend beyond the ROS zone.

The purpose of the open space easement granted herein is to provide a meaningful areas of undeveloped open space along the Stroudwater River corridor. Land within the Easement area may be disturbed, graded, regarded, seeded, or otherwise managed by Grantor for all purposes necessary for development of the Camelot Farm lot located generally at 1700 Westbrook Street, Portland, Maine, or in any fashion otherwise permitted by land-use and zoning laws, but in all cases, the disturbance shall be in form and scope which is the least intrusive as commercially reasonable. This easement is not a conservation easement. Neither Grantor nor Grantee has any obligation to maintain the Easement Area, except as Grantor may be required to repair or replant areas disturbed during development. The parties agree that this Easement shall in no way impair any restrictions or requirements imposed by local ordinance, state statute, or federal law, as the same relate to activities within the Easement Area. Nothing in this easement shall prevent the pipeline company having prior rights through the Easement Area from exercising its rights to the pipeline. Nothing in this open space easement shall inhibit the public access easement granted prior hereto to Portland Trails for access to and from said Stroudwater River.

TO HAVE AND TO HOLD the aforegranted and bargained public access easement, with all privileges and appurtenances thereof, to the Grantee, its successors and assigns, to its and their use and behoof, forever.

IN WITNESS WHEREOF, _____, the Grantor has caused this instrument to be executed by _____, its _____ thereunto duly authorized, this ____ day of _____, 2017.

(Exhibit A Appears Below)

Exhibit A

**** THIS WILL BE A REVISED DRAWING SHOWING THE AREA WITHIN THE NEW ROS ZONE ****



**Construction Management Plan
General Template
[Applicant and Project Name]**

Construction Management Plans shall depict the overall planning, coordination, and control of a construction site, including phases as applicable, from beginning to completion. The City's goal for a construction management plan is to support a safe construction site and protect the public safety and welfare during construction. In addition, the construction management plan shall minimize construction impacts to the surrounding area and develop an effective communication process for resolving concerns and conflicts.

The Construction Management Plan will address the construction logistics for a project and shall include the following submissions: 1) a construction management site plan, 2) a construction schedule (time frame); and 3) a written narrative.

A. Construction Management Principles

The following narrative provides an overview of the construction management principles that the [Applicant and Contractor] has identified to minimize impacts from the construction, such as noise, vibrations, ground movement, truck traffic, and other construction related factors to the surrounding building and communities.

B. Development Review of Construction Management Plan

[Applicant and Contractor] shall submit a construction management plan that provides a comprehensive logistics and safety program for the construction project, which will be reviewed and approved as part of the site plan review process. The plan minimizing impacts to areas surrounding the campus will be primary considerations in the process. The following details define the intended approach to the successful management of the project construction and the construction management plan will address the general conditions contained below.

C. Performance Guarantees, Inspection Fees, Preconstruction Meeting, and Permits

Prior to scheduling a preconstruction meeting and the issuance of any city required permits, [Applicant and Contractor] shall meet all of the requirements contained in Section 14-530. Development review fees and post approval requirements and 14-532. General requirements and enforcement of Portland's Land Use Code.

Other permits, as applicable, include

1. **Street Opening and Street Occupancy Permits:** Construction activity in the public right-of-way are controlled by Chapter 25 and sewer and stormwater system connections are controlled by Chapters 24 and 32 of the Land Use Code. All required permits shall be obtained through the Department of Public Works and the requests shall conform with the approved construction management plan.
2. **Blasting:** Blasting, if required, shall conform with all measures of Article VIII. Regulation of Explosives in the Land Use Code and Section 3.7 Standards for Blasting and Regulation of Explosives in Portland's Technical Manual.

D. Construction Administration

[Applicant and Contractor] will work diligently to implement a communication strategy as outlined below. The communication strategy is intended to ensure that all construction operations are performed in accordance with all agreements, ordinances and special permits applicable to this project. The Construction Manager will work closely with adjacent abutters, businesses and all parties informed, as far in advance as possible, of scheduled work. The final construction management plan shall provide for the following:

1. Contact Person and contact information for the [applicant and contractor]
2. Construction Signage posted on the site with Contact Information for Contractor
3. Describe any additional communication strategies
4. All construction site signage is temporary and shall be removed at project completion.

E. Construction Schedule

1. The contractor shall submit a schedule or time line for the construction project, including any Phasing..
2. Hours of Construction. Construction may occur during the daytime hours as defined in Section 17-18. Construction Activities for Building permit (Attachment 1) and Section 25-129. Noise, dust and debris (Attachment 2).

F. Security

1. The Construction Management Plan will depict all proposed fencing and access gates with the intent of separating pedestrian and vehicle circulation from the construction site.
2. Any proposed temporary security lighting shall be shown on CMP and all fixtures shall be full cutoffs.

G. Traffic Control Plans

Construction activity that impacts the existing public street system must be controlled to protect the safety of the construction workers and all modes of the traveling public. Projects that will occur along arterial and/or collector streets are required to submit a satisfactory 'maintenance of traffic' (MOT) plan prior to any site plan, subdivision or street opening permit approval.

All existing modes of travel in the work zone area shall be accommodated if impacted by the activity. The safe passage of pedestrians, bicyclists, transit providers, and motorists are of equal importance when planning out the work zone; no pre-existing travel mode may be eliminated without the express approval of the Department of Public Works. ADA compliance shall be maintained.

1. The traffic control plan shall conform with all of the City's regulations for traffic control plans as contained in the Technical Manual, Chapter 1: Section 1.22. Construction Permitting and Traffic Control Plans.
2. Construction activity in the public right-of-way is controlled by Chapter 25 Article VII of the City Code of Ordinances. Required licenses and permits, restrictions on activity, and fees & area are outlined in that Chapter. Rules and Regulations for Excavation Activity are available through the Street Opening Clerk at the Department of Public Services.

3. Sewer and stormwater water system connections are controlled by Chapters 24 and 32 of the City Code of Ordinance. Required permits for new connections and/or abandonment of existing connections are available through the Street Opening Clerk at the Department of Public Services. Rules and Regulations for these utility systems are available through the City Engineer's office of the Department of Public Works and in Section II of the Technical Manual.

H. Site Management and Controls

The final Construction Management Plan will address maintaining the site in a safe condition and will include the following:

1. Regular trash and debris removal
2. Street cleaning and damage controls
3. Dust controls- The construction shall comply with Portland's requirements under Section 25-129 on Noise, dust and debris (Attachment 2).
4. Noise: The construction shall comply with Portland's requirements under Section 17-18 of the City Code (Attachment 1) and Section 25-129 on Noise, dust and debris (Attachment 2).
5. Rodent Control will be provided, if applicable, by a professional exterminator. (is this needed?)
6. Snow Removal: (We know the contractor is asked to clear snow, but is there a specific section to cite?)

I. Erosion Control and Preservation of Trees

1. The [contractor] shall install all erosion and sedimentation controls as depicted on the approved erosion and sedimentation control plan prior to the pre-construction meeting for inspection by the City. The contractor shall regularly inspect the control measures and maintain the system in working order.
2. The [contractor] shall maintain all tree and landscaping preservation measures as depicted on the landscaping plan (Exhibit) within the area of construction.

J. Construction Staging Area

1. The Construction Management Plan shall depict location of the material staging areas, the location on onsite temporary construction trailers, the location on onsite truck delivery holding areas, the location onsite truck washing stations, masonry mixing stations, the general location of the construction security fence and the general location of temporary construction dumpsters. An open storage areas shall be shown on the plan.
2. Delivery Truck Holding Areas On-Site: The delivery holding area shall be shown on the plan and shall not be blocked during construction. On days when the construction activities require multiple truck deliveries, these deliveries will be carefully scheduled so that there is always adequate on-site area for the holding of the trucks until they can be unloaded. Once at the site all vehicles well be brought within the fence line and will make every attempt to avoid queueing on public streets.
3. Delivery Truck Holding Areas Off-Site: In the event that adequate on-site area for holding of trucks is not available, an off-site marshalling area will be utilized for trucking. The designated off-site location will be identified in the construction management plan.

K. Parking During Construction

1. Construction Parking: Adequate parking for construction workers shall be provided on site or arrangements for off-street parking at an off-site location shall be provided. The parking arrangements shall be included in the construction management plan.
2. Parking: Where existing facilities are remaining in operation during construction, the construction management plan shall identify how the parking for employees and others shall be managed.
3. Truck Routes and Volumes: The Construction Management Plan shall address the designated truck routes and expected truck volumes.

DRAFT

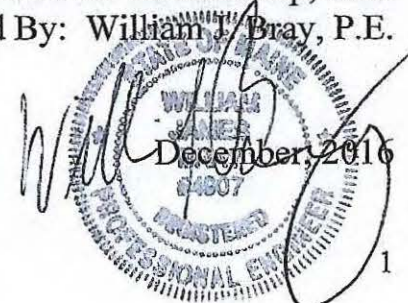
TRAFFIC IMPACT STUDY

FOR

PROPOSED

CAMELOT VILLAGE **Residential Subdivision**

Prepared For: Diversacorp, LLC
Prepared By: William J. Bray, P.E.



INTRODUCTION

Diversacorp, LLC is proposing a residential subdivision on the existing Camelot Farms property located on outer Westbrook Street in the City of Portland. The present development plan proposes 96 single-family house lots on the 45-acre parcel of land. Access to the proposed subdivision will be provided with construction of two proposed roadways that will be offered for public street acceptance. The most easterly street connection will intersect Westbrook Street directly opposite existing Swan Street and the second street access intersects Westbrook Street approximately 1,600 feet westerly.

The purpose of this study is to examine existing traffic conditions in the general vicinity of the proposed project, estimate the total number of site trips generated by the project, and make a determination as to whether the existing transportation system can safely accommodate the added traffic demand generated by the project.

EXISTING CONDITIONS

Existing Traffic: Manual turning movement counts were conducted at the following intersections on the dates noted in 2016:

1. Swan Street @ Westbrook Street - Thursday, October 20, 2016
2. Congress Street @ Westbrook Street - Thursday, October 27, 2016

All entering traffic at both intersections was recorded in 15-minute intervals between the hours of 7:00 and 9:00 AM and between 3:00 and 6:00 PM (Copies of the field data summary sheets are attached).

Traffic data collected during the month of October requires an adjustment to reflect "*peak*" travel conditions during the summer months of July and August. MaineDOT provides factors for adjusting traffic data collected during other periods of time. MaineDOT utilizes highway classifications of I, II, or III for all State and Local roadways. Group I roadways are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Group II roadways or arterial roads are those that see a combination of commuter and recreational traffic and; therefore, experience moderate fluctuation during the year. Group III roads or recreational roadways are typically used for recreational purposes and experience significant seasonal fluctuations. MaineDOT has designated both Westbrook and Congress Streets Group I roadways, which require the collected traffic data to be adjusted by a factor of approximately 1.08. Figure 1 illustratively depicts the estimated 2016 AM and PM design hour traffic conditions at both study intersections.

TRAFFIC ACCIDENTS

Existing Safety Trends: The Maine Department of Transportation's (MaineDOT) Accident Records Section provided the latest three-year (2013 through 2015) crash data for the section of Westbrook Street (Congress Street to Westbrook City Line), a distance of 1.27 miles. Their report is summarized in Table 1, as follows, and attached as an appendix to the report:

Table 1
2013 -2015 Traffic Accident Summary
(Westbrook Street)

<u>Location</u>	<u>Total Crashes</u>	<u>Critical Rate Factor</u>
1. Westbrook Street @ Stroudwater Road	1	0.29
2. Westbrook Street @ Penrith Road	1	0.28
3. Westbrook Street @ Congress Street	30	0.92
4. Westbrook Street btw. Swan Street and Westbrook City Line	5	0.33
5. Westbrook Street btw. Swan Street and Buttonwood Ln.	2	0.31
6. Westbrook Street btw. Penrith Rd. and Congress Street	7	1.06

The MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- *8 or more accidents*
- *A Critical Rate Factor greater than 1.00*

As the data in the table presents, the incidence of traffic crashes occurring on the reviewed section of Westbrook Street does not meet MaineDOT's threshold criteria for identification of a high crash location.

SITE TRAFFIC

Site Trip Generation: Trip generation for the residential subdivision was determined based upon trip tables presented in the ninth edition of the Institute of Transportation Engineers "**TRIP GENERATION**" handbook. The ITE publication provides numerous land-use categories and the average volume of trips that are generated by each category. The following trip rates were used to calculate the trip generation of the proposed project:

Land Use #210 – Single-Unit Detached Housing

AM Peak Hour = 0.75 trips per dwelling unit

PM Peak Hour = 1.00 trips per dwelling unit

Accordingly, the proposed 96-lot residential subdivision can be expected to generate approximately 72 vehicle trips during the "*morning*" peak hour and an additional 96 trips in the "*evening*" peak hour.

Site Trip Distribution: The Institute of Transportation Engineers "**TRIP GENERATION**" handbook provides the following directional distribution rates for a single-family home during both noted peak hour time periods:

Land Use #210 – Single-Unit Detached Housing

AM Peak = 25% enter/75% exit

PM Peak = 63% enter/37% exit

Eighteen (18) trips in the AM peak hour and sixty (60) trips in the PM peak hour will enter the subdivision and the remaining trips (54 trips AM peak hour and 36 trips PM peak hour) will exit the subdivision.

Site Trip Composition: Trips generated by the proposed residential subdivision are assumed to be "*new*" or "*primary*" trips.

Site Trip Assignment: A travel model that replicates existing traffic patterns recorded for Swan Street were used in assigning vehicle trips generated by the proposed residential subdivision to the Westbrook Street corridor. The directional assignment percentages applied are presented as follows:

AM Peak Hour = 80% east/20% west
PM Peak Hour = 85% east/15% west

Figure 2 is a line diagram that depicts the assignment of the site generated traffic for both “peak” time periods.

FUTURE TRAFFIC

Annual Growth: The Traffic Impact Study has been prepared based upon a projected build-out year of 2022. MaineDOT’s historical traffic data for the sections of both Westbrook and Congress Streets in the Stroudwater neighborhood would suggest the appropriateness of zero growth in annual traffic for the corridor. However, to ensure a conservative assessment of traffic impact, the 2016 design hour traffic volumes were increased by an annual growth rate of 1% per year to approximate future 2022 design hour traffic conditions. Figure 3 presents the estimated 2022 design hour traffic forecasts for the study intersections.

Other Development Traffic: Traffic generated by projects that have been approved by the Local Planning Board and/or the Maine Department of Transportation, yet are not opened, must be included in the estimate of pre-development traffic. Peak hour trips generated by the following projects were appropriately considered in developing an estimate of Other Development trips:

1. *The Dirigo Plaza Project*
2. *Northland Enterprises, LLC Office Development*
3. *Portland International Jetport Future Expansion*
4. *JCA Community Center*

Figure 4 provides an assignment of the trips generated by the noted projects through the study intersections.

2022 Pre-Development Traffic: 2022 Pre-Development traffic forecasts were prepared for the study intersections by combining the estimated 2022 design hour traffic forecasts depicted on Figure 3 with the Other Development trips presented on Figure 4. Figure 5 presents the 2022 pre-development traffic forecasts for the study intersections.

2022 Post-Development Traffic: 2022 Post-Development traffic forecasts were prepared for the study intersections by combining the 2022 Pre-Development travel forecasts illustrated on Figure 5 with the estimated site generated trips highlighted on Figure 2. Figure 6 presents the estimated 2022 Post-Development Traffic forecasts for the study intersections.

MOBILITY ANALYSIS

Capacity analyses of both 2022 Pre- and Post-Development traffic conditions were performed utilizing the Synchro and SimTraffic computer models. Levels of Service rankings are similar to the academic grading system, where an “A” is very good with little delay and “F” represents very poor conditions.

The following table summarizes the relationship between delay and Level of Service for a signalized intersection:

Level of Service Criteria for Signalized Intersections

<u>Level of Service</u>	<u>Total Control Delay (sec/veh)</u>
A	Up to 10.0
B	10.1 to 20.0
C	20.1 to 35.0
D	35.1 to 55.0
E	55.1 to 80.0
F	Greater than 80.0

Existing intersection geometry, traffic signal phasing, and timing improvements most recently completed by the City, were used in conducting the level of service assessment for the forecast 2022 Pre-Development travel condition. 2022 Post-Development conditions were assessed, again, based upon existing intersection geometry and recent traffic signal phasing improvements and optimization of signal timings currently operating at the intersection. The results of the separate capacity analyses are presented in the following table 2:

Table 2
Signalized Intersection Level of Service Summary
Congress Street @ Westbrook Street
(2022 Pre- and Post-Development Travel Conditions)

<u>Intersection/Approach</u>	2022 Pre-Development				2022 Post-Development			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>
Congress Street @ Westbrook Street								
- Congress Street NB								
Left-Turn	36 sec.	D	45 sec.	D	41 sec.	D	52 sec.	D
Through Movement	26 sec.	C	46 sec.	D	30 sec.	C	43 sec.	D
Right-Turn	19 sec.	B	28 sec.	C	44 sec.	D	28 sec.	C
- Congress Street SB								
Through Movement	78 sec.	E	58 sec.	E	50 sec.	D	36 sec.	D
Right-Turn	75 sec.	E	66 sec.	E	42 sec.	D	41 sec.	D
- Westbrook Street EB								
Left-Turn	105 sec.	F	78 sec.	E	107 sec.	F	93 sec.	F
Through Movement	92 sec.	F	53 sec.	D	131 sec.	F	56 sec.	E
Right-Turn	86 sec.	F	21 sec.	C	89 sec.	F	16 sec.	B
- Westbrook Street WB								
Left-Turn	63 sec.	E	66 sec.	E	99 sec.	F	76 sec.	E
Through Movement	71 sec.	E	90 sec.	F	71 sec.	E	75 sec.	E
Right-Turn	n/a		47 sec.	D	22 sec.	C	49 sec.	D
Overall Intersection	71 sec.	E	80 sec.	E	57 sec.	E	56 sec.	E

The Congress Street/Westbrook Street intersection is projected to operate overall at Level of Service E travel conditions under both 2022 Pre-and Post-development travel conditions. Overall intersection delay values in excess of 70 seconds are expected under the forecast 2022 Pre-development travel condition. Traffic signal timing optimization improvements applied in completing the 2022 Post-Development level of service assessment demonstrate the overall benefits of future timing adjustments at the intersection.

The following table summarizes the relationship between delay and Level of Service for an unsignalized intersection:

Level of Service Criteria for Unsignalized Intersections

<u>Level of Service</u>	<u>Total Control Delay (sec/veh)</u>
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

The following table 3 summarizes the relationship between delay and Level of Service for an unsignalized intersection:

Table 3
Level of Service Summary
2022 Pre and Post-Development Conditions

<u>Intersection/Approach</u>	<u>2022 Pre-Development</u>				<u>2022 Post-Development</u>			
	<u>AM Peak Hour</u>		<u>PM Peak Hour</u>		<u>AM Peak Hour</u>		<u>PM Peak Hour</u>	
	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>	<u>Delay (sec.)</u>	<u>LOS</u>
1. Westbrook Street/Swan Street (3-way intersection)								
- Westbrook Street EB	1 sec.	A	1 sec.	A	n/a	n/a	n/a	n/a
- Westbrook Street WB	1 sec.	A	1 sec.	A	n/a	n/a	n/a	n/a
- Swan Street	7 sec.	A	8 sec.	A	n/a	n/a	n/a	n/a
- Overall Intersection.	1 sec.	A	1 sec.	A	n/a	n/a	n/a	n/a
2. Westbrook Street/Subdivision East Access/Swan Street								
- Westbrook Street EB	n/a	n/a	n/a	n/a	3 sec.	A	1 sec.	A
- Westbrook Street WB	n/a	n/a	n/a	n/a	1 sec.	A	1 sec.	A
- Swan Street SB	n/a	n/a	n/a	n/a	8 sec.	A	13 sec.	B
- Subdivision East Access	n/a	n/a	n/a	n/a	7 sec.	A	5 sec.	A
- Overall Intersection	n/a	n/a	n/a	n/a	2 sec.	A	1 sec.	A
3. Westbrook Street/Subdivision West Access								
- Westbrook Street EB	n/a	n/a	n/a	n/a	1 sec.	A	1 sec.	A
- Westbrook Street WB	n/a	n/a	n/a	n/a	1 sec.	A	3 sec.	A
- Subdivision West Access	n/a	n/a	n/a	n/a	8 sec.	A	4 sec.	A
- Overall Intersection	n/a	n/a	n/a	n/a	1 sec.	A	2 sec.	A

Each of the three unsignalized study intersections highlighted in the preceding table are expected to operate at the “best” level of service (Level of Service A) experiencing very minimal overall intersection delay.

VEHICLE SIGHT DISTANCE

The Maine Department of Transportation’s Highway Entrance and Driveway Rules, require the following sight distances for a non-mobility roadway:

Sight Distance Standards

Speed Limit	Sight Distance
25 mph	200 feet
30	250
35	305
40	360
45	425
50	495
55	570

Sightline measurements were conducted at both proposed subdivision road intersections with Westbrook Street and compared with required sight distance standards promulgated by the Maine Department of Transportation. Westbrook Street is posted at 35mph across the full frontage of the proposed residential subdivision, requiring a minimum unobstructed sightline of 305 feet. Sightline measurements in excess of 400 feet were measured from the proposed centerline of both subdivision street connections with Westbrook Street.

AUXILIARY LANE WARRANT ANALYSIS

The Maine Department of Transportation has published a warrant for auxiliary left-turn lanes in their December 2004 Highway Design Manual. The warrants are predicated upon the volume of two-way traffic traveling on the designated highway and the volume of left-turning vehicles. Figure 8-19 (Posted Speed Limit of 40 mph) from MaineDOT's referenced design manual was used in conducting the analysis (A copy of the chart with the superimposed traffic values is attached as an appendix to the report). An analysis was completed to determine if predicted "build" left-turn entry volumes to both proposed subdivision streets from the westbound approach of Westbrook Street meet MaineDOT's design guidelines for a dedicated left-turn lane. The traffic values applied in conducting the analyses and the results are presented in the following table 4:

Table 4
Left-Turn Warrant Assessment
Westbrook Street at Subdivision Entrance(s)

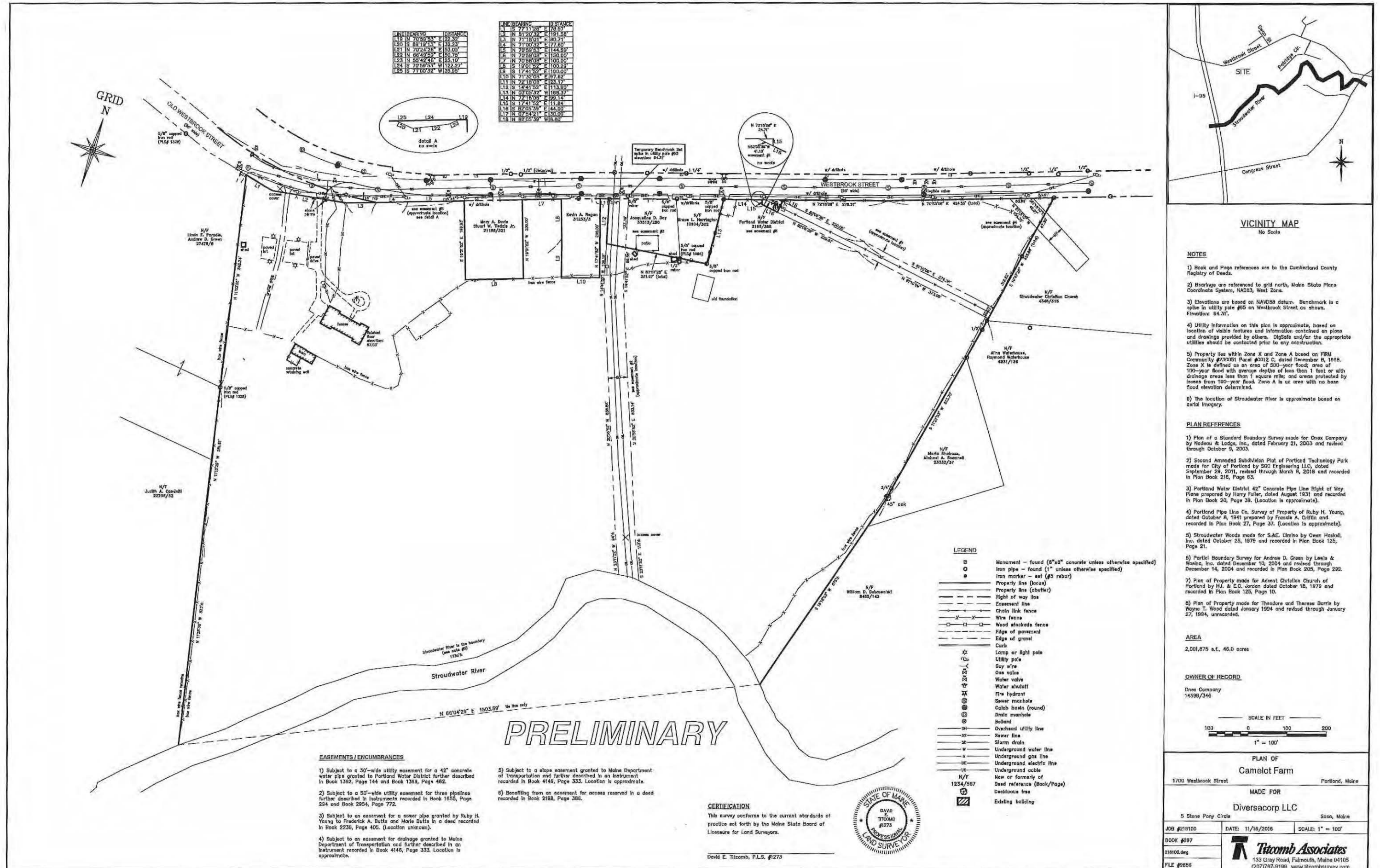
<u>Lane Warrant Values</u>	<u>Easterly Subdivision Entrance</u>		<u>Westerly Subdivision Entrance</u>	
	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>	<u>AM Peak Hour</u>	<u>PM Peak Hour</u>
Va (Advancing Volume)	241	738	238	703
Vo (Opposing Volume)	728	283	711	272
Left-Turn Percentage	3%	4%	3%	3%
Warrant Status	Warrant Not Met	Warrant Not Met	Warrant Not Met	Warrant Not Met

The analysis suggests that a left-turn treatment at either proposed subdivision entrance isn't required based upon projected 2022 Post-Development travel conditions.

SUMMARY

1. The proposed 96-lot residential subdivision can be expected to generate a total of 72 vehicle trips during the AM peak hour and 96 trips in the afternoon peak hour. Eighteen (18) trips in the AM peak hour and sixty (60) trips in the PM peak hour will enter the subdivision and the remaining trips (54 trips AM peak hour and 36 trips PM peak hour) will exit the subdivision.

2. The three-year (2013 through 2015) roadway safety audit completed for the 1.27-mile section of Westbrook Street (Westbrook City Line to Congress Street) shows the frequency of reported traffic crashes at each reviewed street intersection and road section is below MaineDOT's criteria for identification of a High Crash Location.
3. The Congress Street/Westbrook Street signalized intersection is projected to operate overall at Level of Service E under forecast 2022 Pre- and Post-development traffic conditions. Expected vehicle delay values in excess of 70 seconds will occur in both peak hour time periods under Pre-development traffic loadings. The projected 2022 Post-development travel condition was tested incorporating optimized traffic signal timing changes to the intersection operation. The analysis demonstrates that an improvement in overall intersection delay can be achieved with minor adjustments in traffic signal timing. Overall vehicle delay is reduced to less than 60 seconds in both peak hour time periods, and the intersection can be expected to operate near Level of Service D travel conditions.
4. Traffic operations at both proposed street intersections with Westbrook Street will operate at the "best" level of service (Level of Service A) under forecast 2022 Post-development travel conditions.
5. The Maine Department of Transportation has published a warrant for auxiliary left-turn lanes in their December 2004 Highway Design Manual. The warrants are predicated upon the volume of two-way traffic traveling on the designated highway and the volume of left-turning vehicles. 2022 Post-development traffic projections at both proposed street entrance intersections with Westbrook Street were evaluated based upon MaineDOT standards and it was found that projected left-turn volumes at both street entrance intersections do not satisfy MaineDOT warrants for left-turn treatment.
6. Sightline measurements recorded at the centerline of both proposed subdivision street intersections at Westbrook Street exceed MaineDOT's non-mobility highway standard of 305 feet for a posted speed limit of 35mph.



R-3 OPEN SPACE ZONE CHANGE CONCEPT PLAN

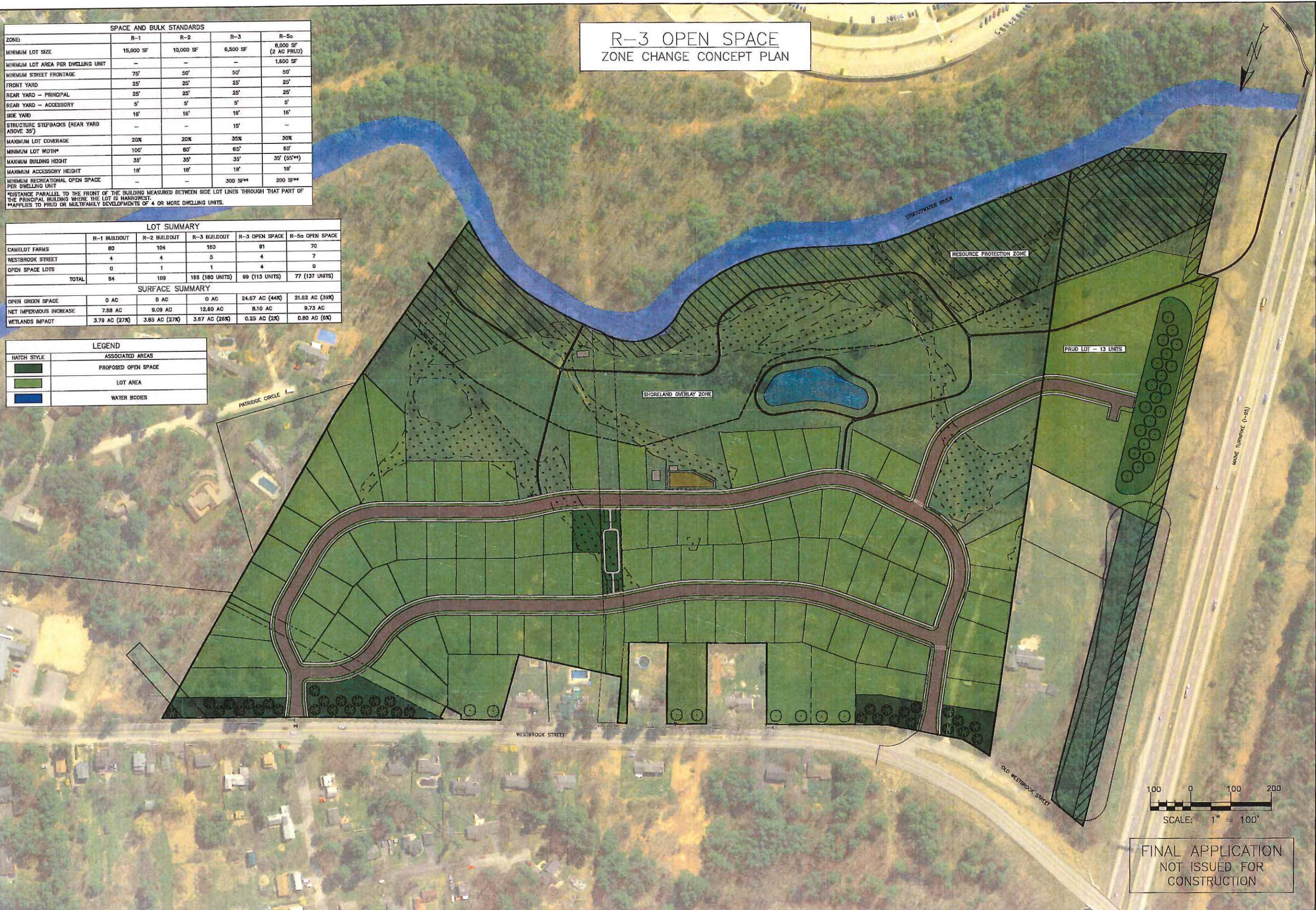
SPACE AND BULK STANDARDS				
ZONE	R-1	R-2	R-3	R-5a
MINIMUM LOT SIZE	15,000 SF	10,000 SF	6,500 SF	6,000 SF (2 AC PRUD)
MINIMUM LOT AREA PER DWELLING UNIT	—	—	—	1,600 SF
MINIMUM STREET FRONTAGE	75'	50'	50'	50'
FRONT YARD	25'	25'	25'	25'
REAR YARD - PRINCIPAL	25'	25'	25'	25'
REAR YARD - ACCESSORY	5'	5'	5'	5'
SIDE YARD	16'	16'	16'	16'
STRUCTURE SETBACKS (REAR YARD ABOVE 35')	—	—	15'	—
MAXIMUM LOT COVERAGE	20%	20%	35%	30%
MINIMUM LOT WIDTH*	100'	80'	65'	60'
MAXIMUM BUILDING HEIGHT	35'	35'	35'	35' (55'*)
MAXIMUM ACCESSORY HEIGHT	18'	18'	18'	18'
MINIMUM RECREATIONAL OPEN SPACE PER DWELLING UNIT	—	—	300 SF**	200 SF**

*DISTANCE PARALLEL TO THE FRONT OF THE BUILDING MEASURED BETWEEN SIDE LOT LINES THROUGH THAT PART OF THE PRINCIPAL BUILDING WHERE THE LOT IS NARROWEST.
**APPLIES TO PRUD OR MULTIFAMILY DEVELOPMENTS OF 4 OR MORE DWELLING UNITS.

LOT SUMMARY					
	R-1 BUILDOUT	R-2 BUILDOUT	R-3 BUILDOUT	R-3 OPEN SPACE	R-5a OPEN SPACE
CAMELOT FARMS	80	104	160	91	70
WESTBROOK STREET	4	4	5	4	7
OPEN SPACE LOTS	0	1	1	4	0
TOTAL	84	109	166 (180 UNITS)	99 (113 UNITS)	77 (137 UNITS)

SURFACE SUMMARY					
OPEN GREEN SPACE	0 AC	0 AC	0 AC	24.67 AC (44%)	21.62 AC (39%)
NET IMPERVIOUS INCREASE	7.58 AC	9.09 AC	12.60 AC	8.10 AC	9.73 AC
WETLANDS IMPACT	3.79 AC (27%)	3.65 AC (27%)	3.87 AC (26%)	0.25 AC (2%)	0.80 AC (6%)

LEGEND	
HATCH STYLE	ASSOCIATED AREAS
[Green Hatched]	PROPOSED OPEN SPACE
[Solid Green]	LOT AREA
[Blue]	WATER BODIES



ISSUED FOR	BY
PRELIM APP	WHS
FINAL APP	WHS
WORKSHOP III	WHS

DRAWING NAME:	SITE PLAN - AERIAL R-3 OPEN SPACE CONCEPT
PROJECT NAME:	CAMELOT FARMS
CLIENT:	CAMELOT HOLDINGS, LLC KENNEBUNK, MAINE 04043

ACORN ENGINEERING, INC.	ENGINEERING, INC.
158 DANFORTH ST., PORTLAND, MAINE 04102	
(207) 775-2655	

FILE:	1079_CIVIL
JN:	1079
SCALE:	1"=100'
DESIGNED BY:	OJD
DRAWN BY:	OJD
CHECKED BY:	WHS



FINAL APPLICATION
NOT ISSUED FOR
CONSTRUCTION

DRAWING NO.
C-11

R-3 FULL BUILDOUT
ZONE CHANGE CONCEPT PLAN

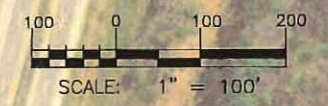
SPACE AND BULK STANDARDS				
ZONES:	R-1	R-2	R-3	R-3a
MINIMUM LOT SIZE	15,000 SF	10,000 SF	6,500 SF	8,000 SF (2 AC PRUD)
MINIMUM LOT AREA PER DWELLING UNIT	—	—	—	1,600 SF
MINIMUM STREET FRONTAGE	75'	50'	50'	50'
FRONT YARD	25'	25'	25'	25'
REAR YARD — PRINCIPAL	25'	25'	25'	25'
REAR YARD — ACCESSORY	5'	5'	5'	5'
SIDE YARD	16'	16'	16'	16'
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	—	—	15'	—
MAXIMUM LOT COVERAGE	20%	20%	35%	30%
MINIMUM LOT WIDTH*	100'	80'	65'	60'
MAXIMUM BUILDING HEIGHT	35'	35'	35'	35' (55'**)
MAXIMUM ACCESSORY HEIGHT	18'	18'	18'	18'
MINIMUM RECREATIONAL OPEN SPACE PER DWELLING UNIT	—	—	300 SF**	200 SF**

*DISTANCE PARALLEL TO THE FRONT OF THE BUILDING MEASURED BETWEEN SIDE LOT LINES THROUGH THAT PART OF THE PRINCIPAL BUILDING WHERE THE LOT IS NARROWEST.
**APPLIES TO PRUD OR MULTIFAMILY DEVELOPMENTS OF 4 OR MORE DWELLING UNITS.

LOT SUMMARY				
	R-1 BUILDOUT	R-2 BUILDOUT	R-3 BUILDOUT	R-3 OPEN SPACE
CAMELOT FARMS	80	104	160	91
WESTBROOK STREET	4	4	5	4
OPEN SPACE LOTS	0	1	1	4
TOTAL	84	109	166 (180 UNITS)	99 (113 UNITS)

SURFACE SUMMARY				
OPEN GREEN SPACE	0 AC	0 AC	0 AC	24.67 AC (44%)
NET IMPERVIOUS INCREASE	7.58 AC	9.09 AC	12.60 AC	6.10 AC
WETLANDS IMPACT	3.78 AC (27%)	3.85 AC (27%)	3.67 AC (26%)	0.25 AC (2%)

LEGEND	
HATCH STYLE	ASSOCIATED AREAS
[Pattern]	PROPOSED OPEN SPACE
[Pattern]	LOT AREA
[Pattern]	WATER BODIES



FINAL APPLICATION
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR
FINAL APP
WORKSHOP III

BY DATE
WHS
10/27/17

PROJECT NAME
SITE PLAN — R-3 FULL BUILDOUT CONCEPT

CLIENT
CAMELOT FARMS
CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043

ENGINEERING, INC.
A C O R N
158 DANFORTH ST. PORTLAND, MAINE 04102
(207) 775-2855

FILE: 1079_CIVIL
JN: 1079
SCALE: 1"=100'
DESIGNED BY: QJD
DRAWN BY: QJD
CHECKED BY: WHS

STATE OF MAINE
PLANNING & CONSTRUCTION
SAVAGE
2-27-17

DRAWING NO.
C-12

R-2 FULL BUILDOUT ZONE CHANGE CONCEPT PLAN

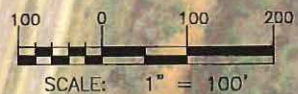
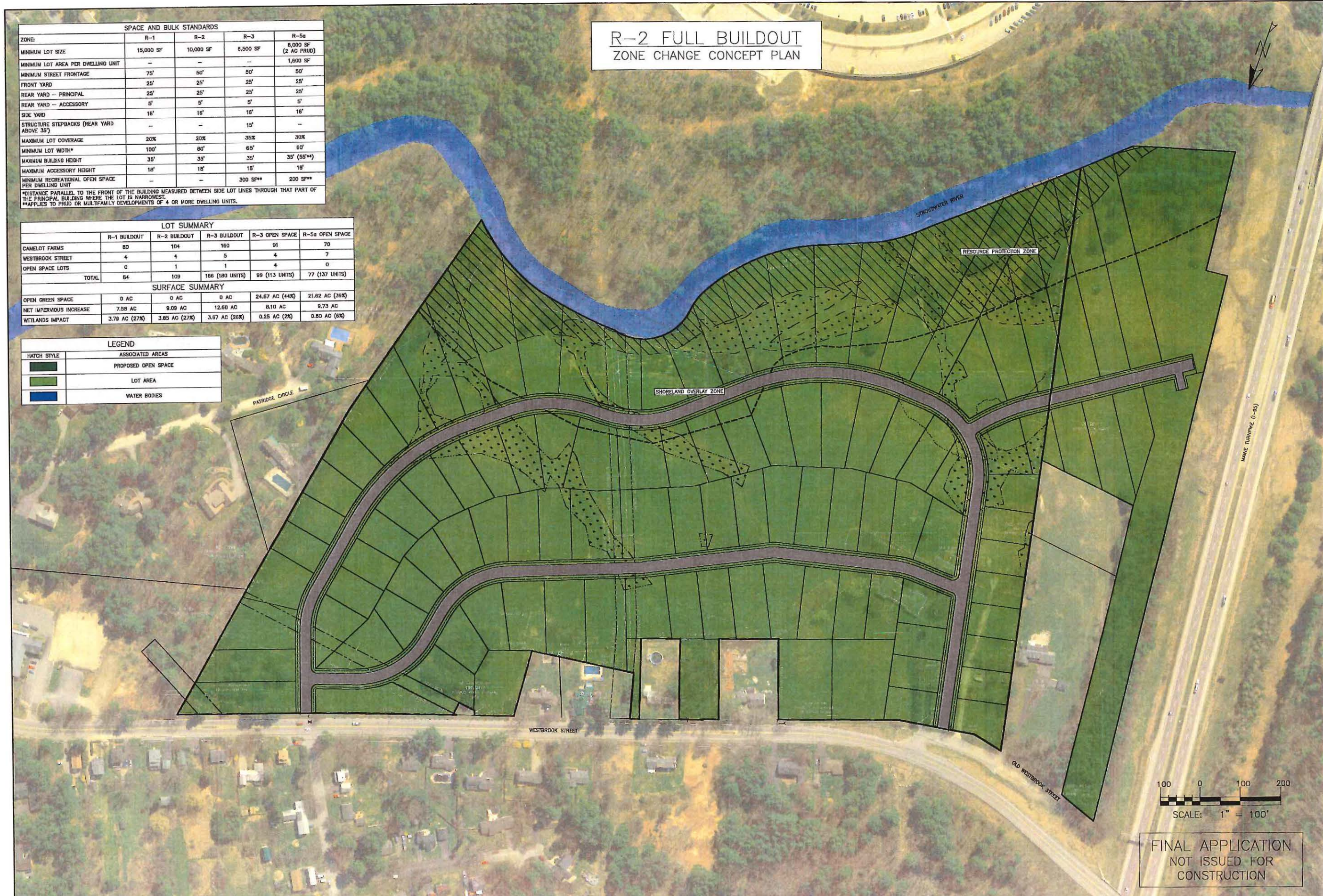
SPACE AND BULK STANDARDS				
ZONE:	R-1	R-2	R-3	R-5a
MINIMUM LOT SIZE	15,000 SF	10,000 SF	8,500 SF	8,000 SF (2 AC PRUD)
MINIMUM LOT AREA PER DWELLING UNIT	—	—	—	1,600 SF
MINIMUM STREET FRONTAGE	75'	50'	50'	50'
FRONT YARD	25'	25'	25'	25'
REAR YARD — PRINCIPAL	25'	25'	25'	25'
REAR YARD — ACCESSORY	5'	5'	5'	5'
SIDE YARD	16'	16'	16'	16'
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	—	—	15'	—
MAXIMUM LOT COVERAGE	20%	20%	35%	30%
MINIMUM LOT WIDTH*	100'	80'	65'	60'
MAXIMUM BUILDING HEIGHT	35'	35'	35'	35' (55'*)
MAXIMUM ACCESSORY HEIGHT	18'	18'	18'	18'
MINIMUM RECREATIONAL OPEN SPACE PER DWELLING UNIT	—	—	300 SF**	200 SF**

*DISTANCE PARALLEL TO THE FRONT OF THE BUILDING MEASURED BETWEEN SIDE LOT LINES THROUGH THAT PART OF THE PRINCIPAL BUILDING WHERE THE LOT IS NARROWEST.
**APPLIES TO PRUD OR MULTIFAMILY DEVELOPMENTS OF 4 OR MORE DWELLING UNITS.

LOT SUMMARY					
	R-1 BUILDOUT	R-2 BUILDOUT	R-3 OPEN SPACE	R-5a OPEN SPACE	
CAMELOT FARMS	80	104	160	91	70
WESTBROOK STREET	4	4	5	4	7
OPEN SPACE LOTS	0	1	1	4	0
TOTAL	84	109	166 (180 UNITS)	99 (113 UNITS)	77 (137 UNITS)

SURFACE SUMMARY					
	R-1 BUILDOUT	R-2 BUILDOUT	R-3 OPEN SPACE	R-5a OPEN SPACE	
OPEN GREEN SPACE	0 AC	0 AC	0 AC	24.67 AC (44%)	21.62 AC (39%)
NET IMPERVIOUS INCREASE	7.58 AC	9.09 AC	12.60 AC	8.10 AC	9.73 AC
WETLANDS IMPACT	3.78 AC (27%)	3.85 AC (27%)	3.67 AC (26%)	0.25 AC (2%)	0.80 AC (6%)

LEGEND	
HATCH STYLE	ASSOCIATED AREAS
[Pattern]	PROPOSED OPEN SPACE
[Pattern]	LOT AREA
[Pattern]	WATER BODIES



FINAL APPLICATION
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY
FINAL APP	WHS
WORKSHOP III	WHS

DRAWING NAME: SITE PLAN - R-2 FULL BUILDOUT CONCEPT

PROJECT NAME: CAMELOT FARMS

CLIENT: CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043

	ENGINEERING, INC.
	158 DANFORTH ST., PORTLAND, MAINE 04102 (207) 775-2855

FILE:	1079_CIVIL
JN:	1079
SCALE:	1"=100'
DESIGNED BY:	OJD
DRAWN BY:	OJD
CHECKED BY:	WHS



DRAWING NO.
C-21

R-1 FULL BUILDOUT
EXISTING ZONE CONCEPT PLAN

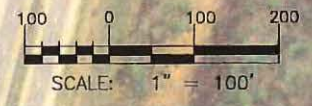
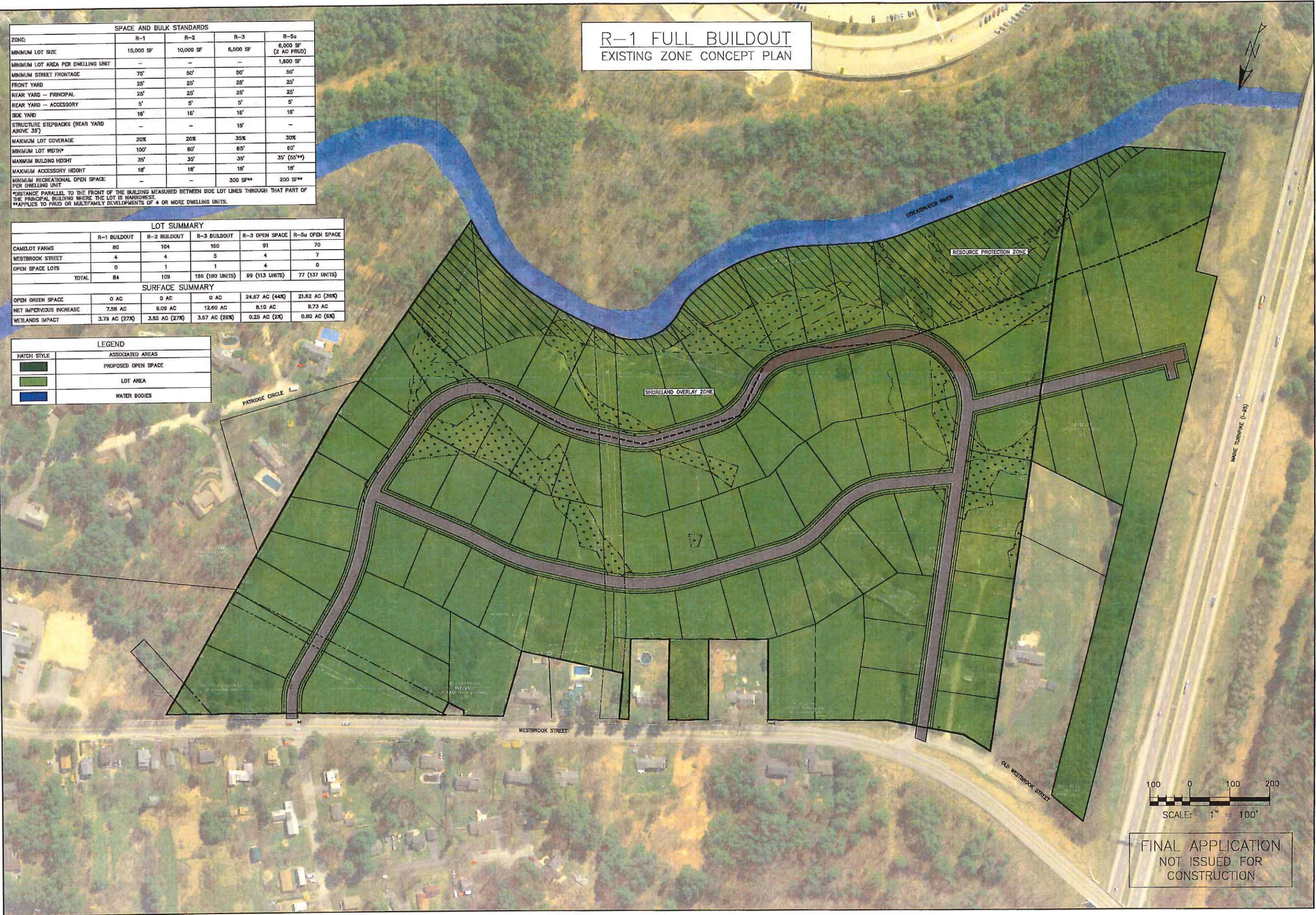
SPACE AND BULK STANDARDS				
ZONE	R-1	R-2	R-3	R-5a
MINIMUM LOT SIZE	15,000 SF	10,000 SF	6,500 SF	6,000 SF (2 AC PRUD)
MINIMUM LOT AREA PER DWELLING UNIT	—	—	—	1,600 SF
MINIMUM STREET FRONTAGE	75'	50'	50'	50'
FRONT YARD	25'	25'	25'	25'
REAR YARD — PRINCIPAL	25'	25'	25'	25'
REAR YARD — ACCESSORY	5'	5'	5'	5'
SIDE YARD	16'	16'	16'	16'
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	—	—	15'	—
MAXIMUM LOT COVERAGE	20%	20%	35%	30%
MINIMUM LOT WIDTH*	100'	80'	65'	60'
MAXIMUM BUILDING HEIGHT	35'	35'	35'	35' (55'*)
MAXIMUM ACCESSORY HEIGHT	18'	18'	18'	18'
MINIMUM RECREATIONAL OPEN SPACE PER DWELLING UNIT	—	—	300 SF**	200 SF**

*DISTANCE PARALLEL TO THE FRONT OF THE BUILDING MEASURED BETWEEN SIDE LOT LINES THROUGH THAT PART OF THE PRINCIPAL BUILDING WHERE THE LOT IS NARROWEST.
**APPLIES TO PRUD OR MULTIFAMILY DEVELOPMENTS OF 4 OR MORE DWELLING UNITS.

LOT SUMMARY				
	R-1 BUILDOUT	R-2 BUILDOUT	R-3 BUILDOUT	R-5a OPEN SPACE
CAMELOT FARMS	80	104	160	91
WESTBROOK STREET	4	4	5	4
OPEN SPACE LOTS	0	1	1	4
TOTAL	84	109	166 (180 UNITS)	99 (113 UNITS)

SURFACE SUMMARY				
OPEN GREEN SPACE	0 AC	0 AC	0 AC	24.67 AC (44%)
NET IMPERVIOUS INCREASE	7.58 AC	9.09 AC	12.60 AC	8.10 AC
WETLANDS IMPACT	3.79 AC (27%)	3.85 AC (27%)	3.67 AC (26%)	0.25 AC (2%)

LEGEND	
HATCH STYLE	ASSOCIATED AREAS
[Pattern]	PROPOSED OPEN SPACE
[Pattern]	LOT AREA
[Pattern]	WATER BODIES



FINAL APPLICATION
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR
PRELIM APP
FINAL APP
WORKSHOP III

BY
WHS
WHS
WHS

DATE
12/2/19
1/15/20
2/28/20

SITE PLAN - R-1 FULL BUILDOUT CONCEPT

CAMELOT FARMS

CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043

ENGINEERING, INC.

158 DANFORTH ST., PORTLAND, MAINE 04102
(207) 775-2555

FILE: 1079_CIVIL

JN: 1079

SCALE: 1"=100'

DESIGNED BY: OJD

DRAWN BY: OJD

CHECKED BY: WHS

DRAWING NO.
C-31

R-5a
ZONE CHANGE CONCEPT PLAN

SPACE AND BULK STANDARDS				
ZONE	R-1	R-2	R-3	R-5a
MINIMUM LOT SIZE	15,000 SF	10,000 SF	6,500 SF	8,000 SF (2 AC PRUD)
MINIMUM LOT AREA PER DWELLING UNIT	—	—	—	1,600 SF
MINIMUM STREET FRONTAGE	75'	50'	50'	50'
FRONT YARD	25'	25'	25'	25'
REAR YARD — PRINCIPAL	25'	25'	25'	25'
REAR YARD — ACCESSORY	5'	5'	5'	5'
SIDE YARD	10'	10'	10'	10'
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	—	—	15'	—
MAXIMUM LOT COVERAGE	20%	20%	35%	30%
MINIMUM LOT WIDTH*	100'	80'	65'	60'
MAXIMUM BUILDING HEIGHT	35'	35'	35'	35' (55'**)
MAXIMUM ACCESSORY HEIGHT	18'	18'	18'	18'
MINIMUM RECREATIONAL OPEN SPACE PER DWELLING UNIT	—	—	—	200 SF**

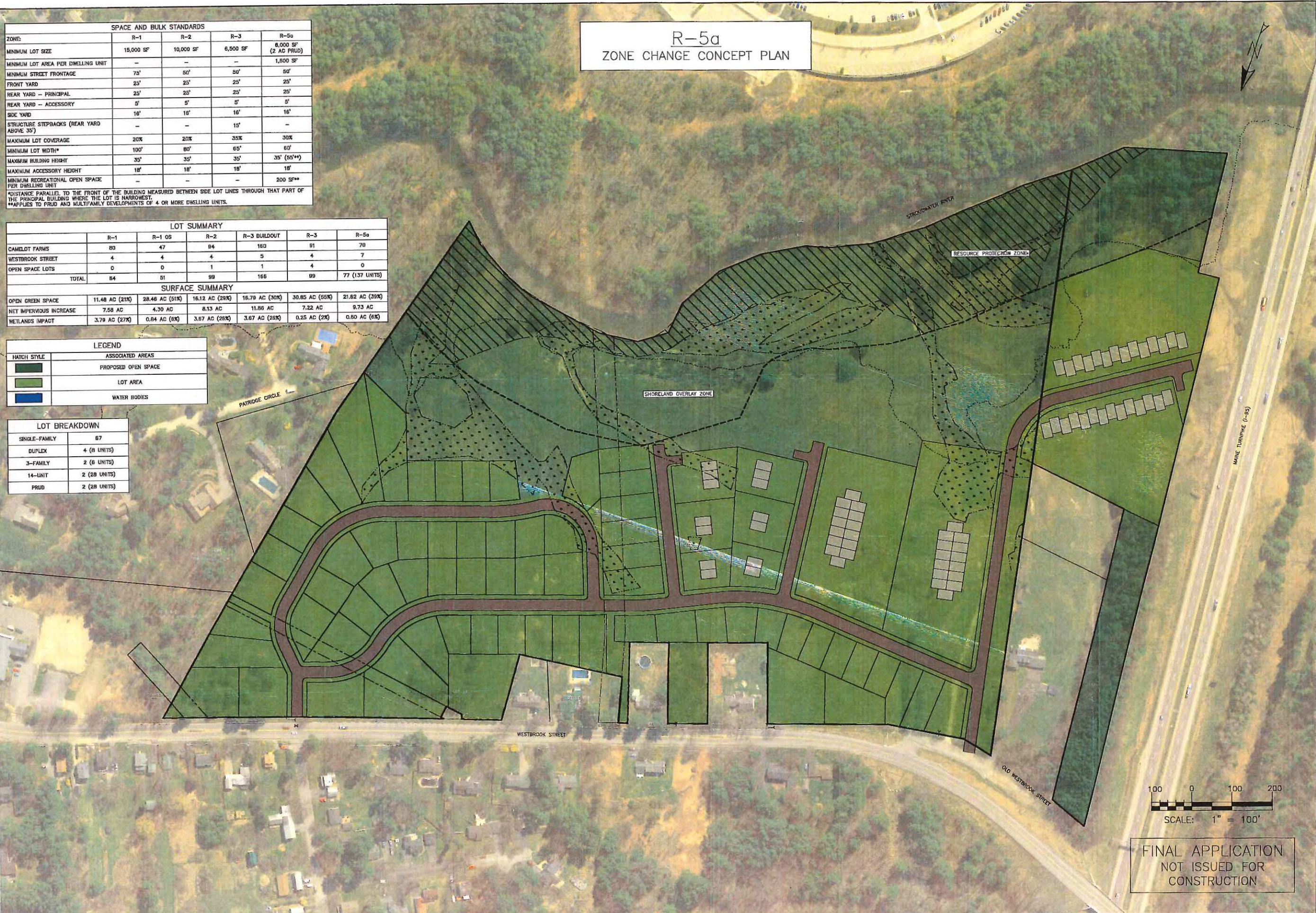
*DISTANCE PARALLEL TO THE FRONT OF THE BUILDING MEASURED BETWEEN SIDE LOT LINES THROUGH THAT PART OF THE PRINCIPAL BUILDING WHERE THE LOT IS NARROWEST.
**APPLIES TO PRUD AND MULTIFAMILY DEVELOPMENTS OF 4 OR MORE DWELLING UNITS.

LOT SUMMARY					
	R-1	R-1 OS	R-2	R-3 BUILDOUT	R-3
CAMELOT FARMS	80	47	84	160	91
WESTBROOK STREET	4	4	4	5	4
OPEN SPACE LOTS	0	0	1	1	4
TOTAL	84	51	89	166	99

SURFACE SUMMARY					
OPEN GREEN SPACE	11.48 AC (21%)	28.46 AC (51%)	16.12 AC (29%)	16.79 AC (30%)	30.85 AC (56%)
NET IMPERVIOUS INCREASE	7.58 AC	4.30 AC	8.13 AC	11.86 AC	7.22 AC
WETLANDS IMPACT	3.79 AC (27%)	0.84 AC (8%)	3.67 AC (26%)	3.67 AC (26%)	0.25 AC (2%)

LEGEND	
HATCH STYLE	ASSOCIATED AREAS
[Green Hatch]	PROPOSED OPEN SPACE
[Blue Hatch]	LOT AREA
[Blue Hatch]	WATER BODIES

LOT BREAKDOWN	
SINGLE-FAMILY	87
DUPLEX	4 (8 UNITS)
3-FAMILY	2 (6 UNITS)
14-UNIT	2 (28 UNITS)
PRUD	2 (28 UNITS)



100 0 100 200
SCALE: 1" = 100'

FINAL APPLICATION
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY
WORKSHOP III	WHS
	3/27/19

SITE PLAN — R-5a CONCEPT
CAMELOT FARMS
CAMELOT HOLDINGS, LLC
KENNEBUNK, MAINE 04043

DRAWING NAME: PROJECT NAME: CLIENT:

ACORN ENGINEERING, INC.
158 DANFORTH ST. PORTLAND, MAINE 04102
(207) 775-2855

ENGINEERING, INC.

THIS PLAN SHALL NOT BE MOVED, REPRODUCED, COPIED, OR OTHERWISE USED FOR ANY PURPOSES WITHOUT THE WRITTEN PERMISSION OF ACORN ENGINEERING, INC. ANY VIOLATIONS WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

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SCALE: 1"=100'
DESIGNED BY: OJD
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CHECKED BY: WHS



DRAWING NO.
C-41

ZONING MAP
R-3 ZONE CHANGE
REV. 4/13/17

F-H OVERLAY

R-3

ROS

R-1

R-2

RPZ

I-M

C-8

O-P

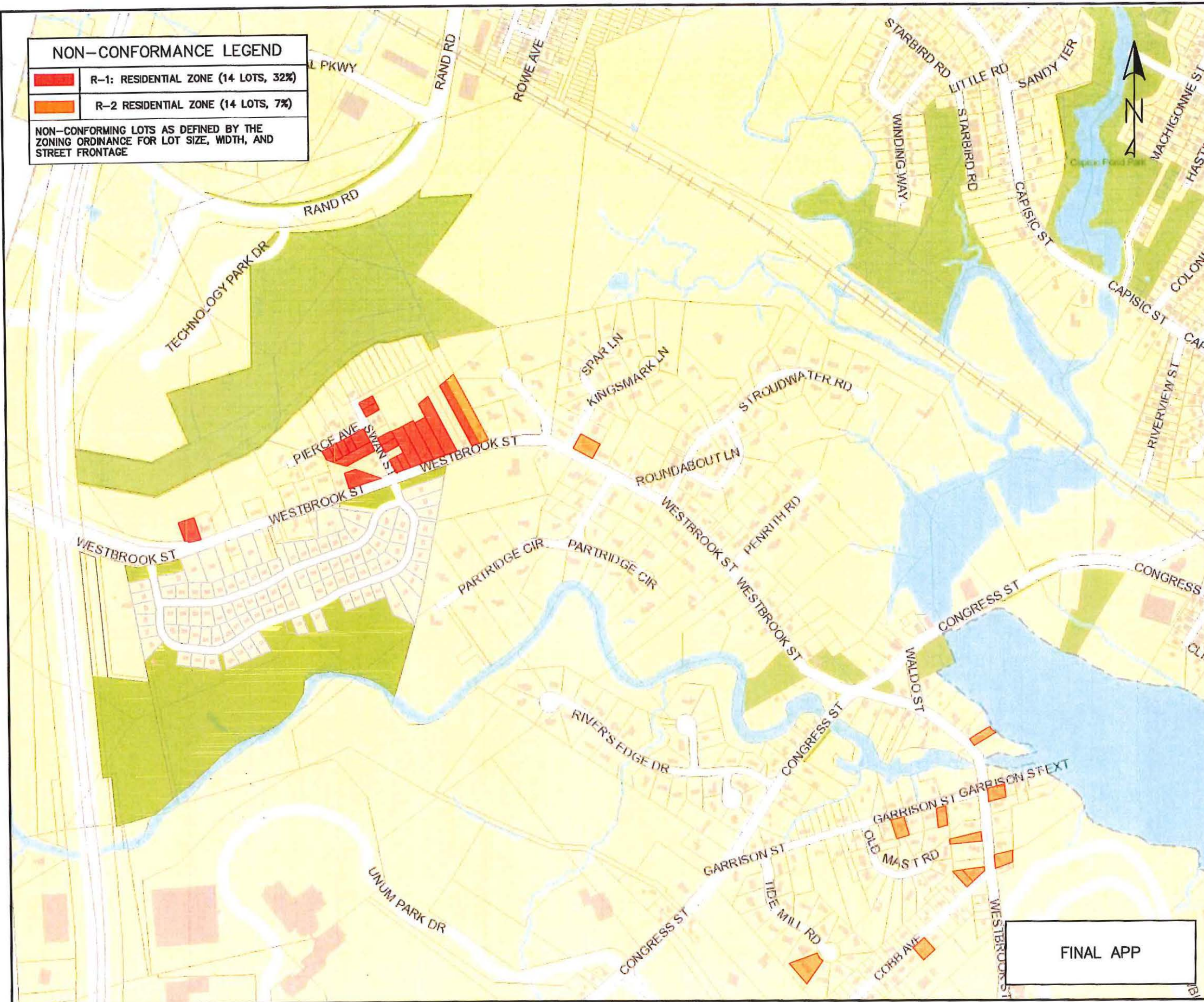


NON-CONFORMANCE LEGEND

R-1: RESIDENTIAL ZONE (14 LOTS, 32%)

R-2 RESIDENTIAL ZONE (14 LOTS, 7%)

NON-CONFORMING LOTS AS DEFINED BY THE ZONING ORDINANCE FOR LOT SIZE, WIDTH, AND STREET FRONTAGE



ISSUED FOR
FINAL APP
WORKSHOP III

BY DATE
WHS
2/14/17
WHS
3/28/17

DRAWING NAME:
PARCEL EXHIBIT

PROJECT NAME:
CAMELOT FARMS SUBDIVISION

CLIENT:
CAMELOT HOLDINGS, LLC

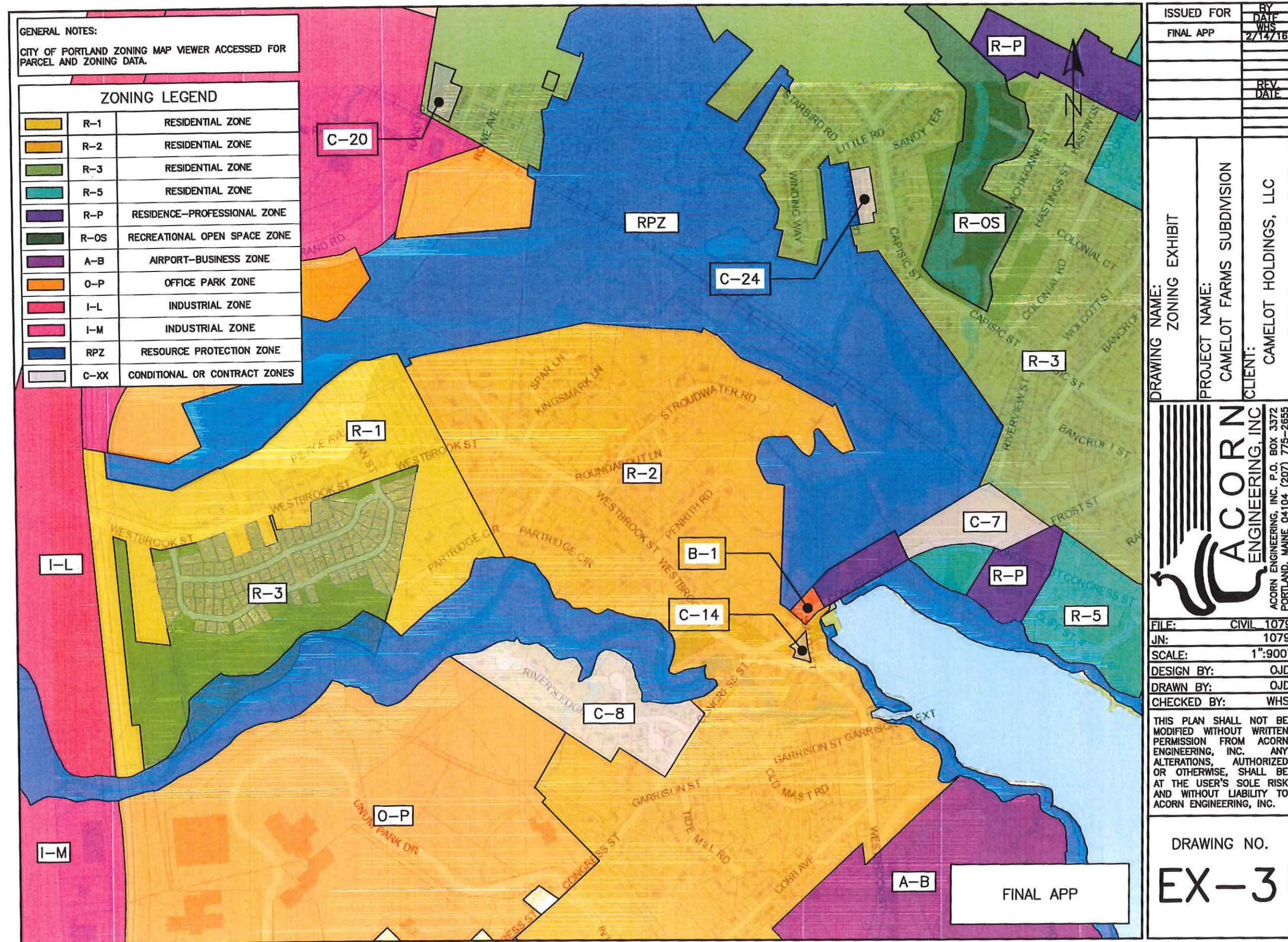
ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

FILE: CIVIL 1079
JN: 1079
SCALE: 1"=800'
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DRAWN BY: OJD
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DRAWING NO.
EX-2

FINAL APP



Order 213 - 16/17
~~Tab 28~~ - 6-5-17
Tab 21 6-19-17

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

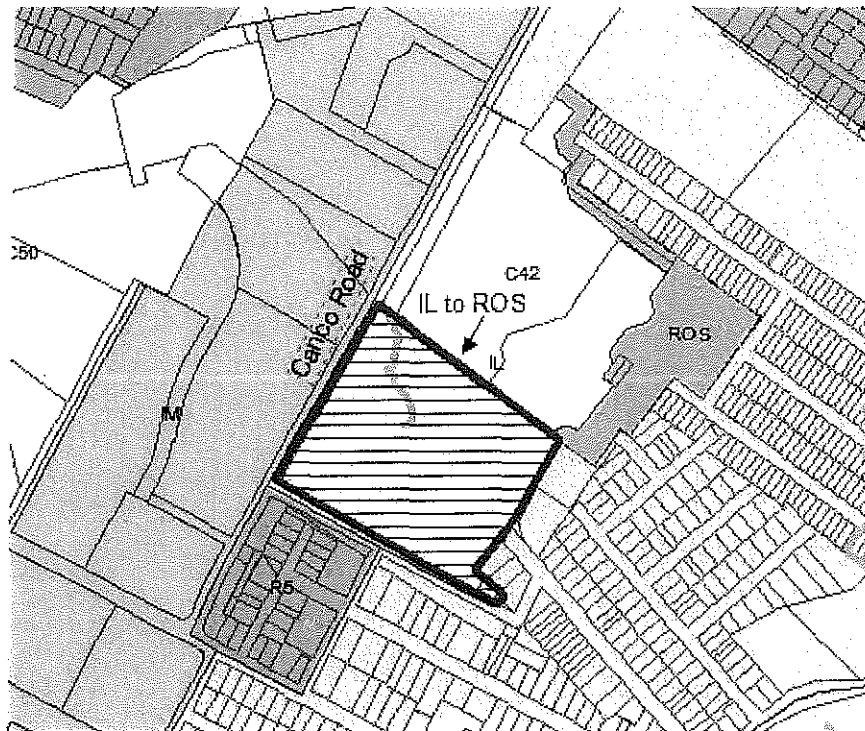
**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: 159 CANCO ROAD**

**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 and specifically rezoning property at 159 Canco Road from IL to ROS, as shown below.



MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Jeff Levine, Director, Planning and Urban Development Department

DATE: May 22, 2017

SUBJECT: Rezone from Residential R1 to Residential R3 and ROS zones and rescinding of Flexible Housing Zone

SPONSOR: Elizabeth Boepple, Chair, Portland Planning Board, Public Hearing held on May 9, 2017. Vote: Unanimously (7-0)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 5th, 2017 Final Action June 19th, 2017

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

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

I. ONE SENTENCE SUMMARY

Planning Board unanimously recommends the proposed rezoning from Residential R-1 to Residential R-3 and Recreational Open Space ROS for the properties at 1700 and 1714 Westbrook Street, commonly referred to as Camelot Farms, and rescind the Flexible Housing Overlay Zone along Westbrook Street. The Board extended the zone change to include the four single-family home lots abutting the site on Westbrook Street

II. AGENDA DESCRIPTION

The Planning Board unanimously recommends to City Council the adoption of the R-3 and ROS rezoning for the Camelot Farms site, including four single family house lots in separate ownership along Westbrook Street. The wetlands along the Stroudwater River would remain in the Resource Protection Zone (RPZ) and the Board recommends rezone approximately 300 feet from the highwater mark of the river to the Recreation Open Space zone (ROS). The land within the ROS would be held within an easement that provides public access for passive recreational purposes. Additional portions of the site, such as several lots along Westbrook Street and land between the ROS zone and potential single family house lots, would also be included within the open space easement. The proposed easements have been reviewed by the City and would be held in escrow until such time the applicant closes on the property. The proposal includes removing the flexible housing overlay zone that is shown along a portion of Westbrook Street.

The project proposes to redevelop the existing site into a traditional single-family development within the Stroudwater neighborhood. The proposed zoning map amendment would enable the applicant to construct

approximately a one hundred (100) lot subdivision of which ninety-five (95) lots will be for single-family homes and four will be open space lots. The intent and purpose of the rezoning is for the proposed development to have smaller-scaled residential lots, while providing more publicly accessible green space directly along Westbrook Street and along the Stroudwater River. The applicant is proposing to phase the development into four phases; each phase will have 20 to 25 lots with accompanying infrastructure.

There have been three workshops, as well as a fourth public comments session with the Planning Board for this project. The meetings were held on January 17, February 28, April 6, and April 13, 2017. There has been extensive public comment on the proposal, which is included in the Planning Board report to the City Council. At the public hearing, twenty-six residents spoke with the majority in opposition to the zone change; however, some spoke in favor of the rezone and there are comments on the record supporting the project. The Planning Board members found the proposed zone change to be consistent with the existing comprehensive plan and the pending Comprehensive Plan and to benefit the city as a whole by supporting new housing opportunities and linking open space along the Stroudwater River.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Rezoning from R1 to the R3 zone will permit the developer to build a smaller buildable footprint that would result in less impervious area and less wetland impact, while providing a significantly larger buffer to the Stroudwater River and greater publicly accessible open space. The proposed development will provide more housing and is intended to blend with the surrounding neighborhood. The green spaces along Westbrook Street and Stroudwater River will be a buffer between this development and the existing neighborhood. The R-3 zones offer opportunities for a moderate density single family infill projects and are found throughout the City and along several of the city's collectors and arterials, such as Washington Avenue, Allen Avenue, outer Brighton Avenue, and on the Forest Avenue corridor.

The proposal supports housing goals of encouraging housing growth throughout the city, as well as providing new opportunities for smaller homes that serve family housing. A portion of the units would be under Inclusionary Zoning. In addition, the preservation of open space for public access meets open space and recreation goals of both plans, which is a benefit to the city as a whole.

V. FINANCIAL IMPACT

There will be no negative anticipated financial impact to the City through this rezone request.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Camelot Farm parcel is approximately 45 acres on five different parcels. The property has frontage along Westbrook Street and extends to the Maine Turnpike and Stroudwater River. Presently the parcel has a single-story ranch house and a small barn on it, built in 1961. The project proposes to redevelop the existing site into a traditional single-family development within the Stroudwater neighborhood. Approximately 95 house lots are proposed ranging in size between 6,500 sf to 20,000 sf. The proposed roads are to be built to City standards. The applicant is proposing to phase the development into four phases; each phase will have 20 to 25 lots and accompanying infrastructure.

The Resource Protection Zone does not permit residential structures and in general, is a conservation zone. An proposed development must conform with the Shoreland Zone Overlay zone and the finished building elevations of proposed homes will also have to comply with floodplain regulations, where applicable. It is the intent of the applicant to keep most of the development away from the steep slopes along the Stroudwater River and develop on the more level portion of the site. With smaller lot size under the R-3 zone, the development can be designed to stay farther away from the Stroudwater River; thus, providing for more green space and less impervious area.

The applicant's request is to rezone the front portion of the property to R-3 zone and the rear portion to ROS zone, excluding the RPZ areas. In order to rezone to ROS, there needs to be public access easements on the that portion of the site to be conveyed to the City, or a third-party nonprofit, and preserved open space. The applicant is proposing to place easements on the site to convey public access and preserve open space, primarily along the Stroudwater River. The public access and open space easements provide the basis for meeting the purpose statement of the ROS zone and thus eligible to be included in an ROS map amendment. The intent is for the property to be used for passive recreation with connection into the neighborhood trail system connections and to offer other shared amenities. The open space area would provide direct waterfront access to the river. The proposed open space easement will extend from the Stroudwater River high water line to the single-family subdivision, which is the proposed R-3 zone. The proposed open, shared-use green space includes more than 55% of the total site. Corporation Counsel supports the draft easement and the applicant is working on finalizing the easements prior to the City Council hearing.

VII. RECOMMENDATION

The Planning Board voted unanimously (7-0) to find the proposed rezoning to the Residence R-3 and Recreational Open Spaces (ROS) zone for the property located at 1700 Westbrook Street is consistent with the Comprehensive Plan for the City of Portland and recommends to the City Council adoption of the zoning map amendment for 1700 Westbrook Street from Residential R1 to the Residence R-3 and Recreational Open Spaces (ROS) Zones.

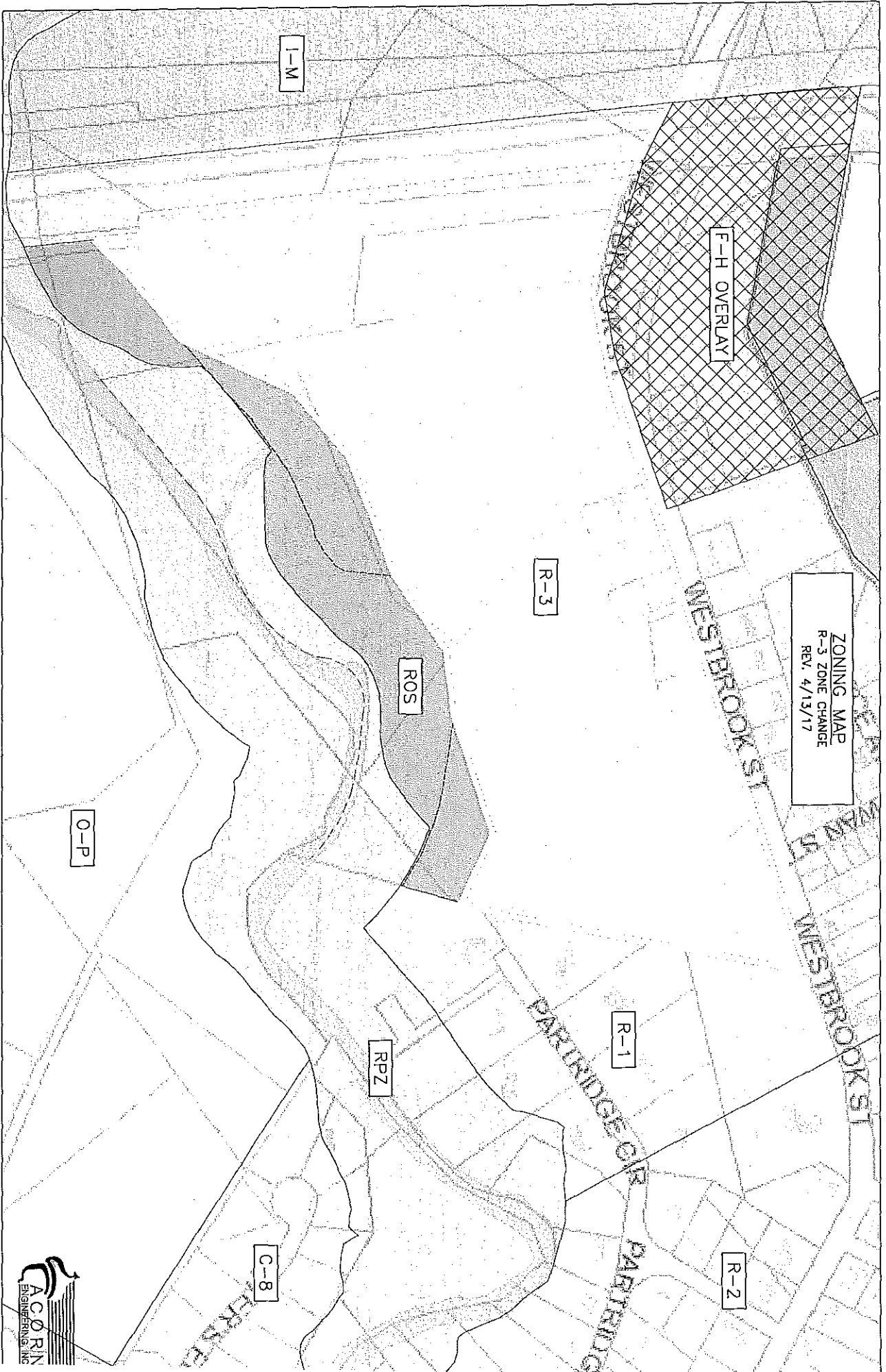
The Planning Board voted unanimously (7-0) to find that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Urban Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect the rescinding of the Flexible Housing Overlay Zone along Westbrook Street.

VIII. LIST ATTACHMENTS

1. Planning Board Report to City Council

Prepared by: Shukria Wiar, Planner

Date: May 22, 2017



ZONING MAP
R-3 ZONE CHANGE
REV. 4/13/17





CITY COUNCIL REPORT

From

PLANNING BOARD

PORTLAND, MAINE

159 Canco Road
Rezone from IL to ROS
City of Portland, Applicant

Submitted to: Portland City Council	Prepared by: Portland Planning Board
First Reading: April 22, 2013	Date: April 10, 2013
Second Reading: May 6, 2013	City Council Report Number: 18-13



Figure 1: Canco Woods trail, courtesy of Friends of Canco Woods

I. INTRODUCTION

On March 19, 2013, the Planning Board voted unanimously (5-0, Soley and Dundon absent) to recommend to City Council a map amendment for the property at 159 Canco Road to change the zoning from Low-Impact Industrial (IL) to Recreation and Open Space (ROS). Legal notice for the May 6 City Council public hearing will be posted in the *Portland Press Herald* on April 22 and 29, 2013. Notices will be sent to the interested citizen list and posted on the city's web page.

II. BACKGROUND AND EXISTING CONDITIONS

Though it is currently zoned IL, or Low-Impact Industrial, neighborhood residents have historically used the property at 159 Canco Road as a passive recreational open space. The site includes woodlands, wetlands, streams, a pond, and a number of hiking, biking, and cross-country skiing trails (See *Figure 1*). The site also houses a sewer line, contained within a 50' city right-of-way dating from May 1960

(See *Attachment 1*). The land directly above this sewer right-of-way is cleared. Its southern half is contained within the vacated right-of-way of Torrey. A survey of the property is included as *Attachment 2*.

In early 2012, the property's then-current owner, the Union Water Power Company, a company associated with Central Maine Power, proposed the sale of the site. Neighbors, in an effort to preserve the site in its current form, formed the 'Friends of Canco Woods,' a non-profit

organization with the mission of protecting the property, and began raising funds toward that end (www.friendsofcancowoods.org/about). Through a partnership with the Trust for Public Land, additional funds were acquired, and in early December of 2012, the Trust for Public Land purchased the property. On the recommendation of the city's Land Bank Commission, the site was then conveyed to the City of Portland, which immediately placed the property under a conservation easement with rights granted to Portland Trails (See *Attachment 3*).

The purposes of the easement, as stated in the easement itself, include to:

- “protect the property...in perpetuity, in a predominantly undeveloped, open space, natural, scenic, and forested condition, for the scenic enjoyment of the general public;
- protect, conserve, and promote the conservation of forests, wetlands, and wildlife thereon, and perpetuate the plant and animal ecosystems....;
- allow the City of Portland...or Portland trails...to construct pedestrian trails...and otherwise generally provide for low-impact, non-commercial outdoor recreational use by the general public...; and
- prevent uses that would significantly impair or interfere with the conservation values of the...property; and confine, in perpetuity, the uses of the...property to activities which are compatible with these purposes and the protection of wildlife habitat and preservation of these scenic, open space and natural values.”

The easement provides Portland Trails the right to “maintain and operate unpaved pedestrian trails through the Protected Property for public access for daytime use for low-impact, non-motorized recreational activities, including walking, hiking, biking, nature observation, cross-country skiing, snowshoeing, and picnicking.” The easement does not identify any additional recreational activities.

As seen in *Figure 2*, zoning surrounding the property on the east side of Canco Road is largely residential in nature, with residential development adjacent to the property on three sides. The west



Figures 2 and 3 (from left): Canco Woods property, surrounding neighborhood, and current zoning; existing trail (image courtesy of Trust for Public Land)

side of Canco Road, in contrast, is predominantly zoned industrial (IM). Light industrial uses sit directly across Canco Road from the site. Several additional parcels zoned Recreation and Open Space (ROS), which were created as part of the rezoning for the Woods at Canco, a senior assisted-living facility, lie directly to the northeast. These properties exist as open spaces mainly for passive recreation.

III. FINDINGS & PROPOSED MAP AMENDMENT

Current Zoning: IL (Low Impact Industrial)
Proposed Zoning: ROS (Recreation and Open Space)
Current and Proposed Uses: Vacant vegetated land with passive recreation facilities
Parcel Area: 12.9 acres

IV. ZONING ANALYSIS

The purpose of the proposed zone change is to align the property's zoning with existing and potential uses. As noted above, the property is largely a natural passive recreation area in its current form and, under the terms of the conservation easement, will remain this way in perpetuity.

The current designation for the property is Low Impact Industrial. The purpose of the IL zone is mainly to provide light industrial areas which serve as buffers between higher intensity industrial uses and residential neighborhoods. The IL zone allows uses such as lumber yards, building contractors, dairies, and distribution centers.

Per the city's ordinance, the Recreation and Open Space zone, or the proposed zoning designation, in contrast, is designed to protect open space; insure its continued use for scenic, recreation, or conservation purposes; and provide sites for large athletic facilities. By right, the ROS zone allows natural parks and trails, ballfields, golf courses, and swimming pools. Most of the city's parks, such as Deering Oaks, Payson Park, the Eastern Promenade, and the Riverside Golf Course are zoned ROS. The ROS designation also covers most of the city's cemeteries.

As noted above, there is land contiguous to Canco Woods which is currently zoned ROS. This area is natural in its existing state. Likewise, other natural areas in the city, including Baxter Woods and Capisic Pond, also exist under the ROS designation.

Tables 1 and 2 provide a comparison of dimensional requirements and permitted uses under the existing and proposed zoning.

Table 1: Dimensional Requirements, I-L and ROS Zones

	IL	ROS
Min. front yard	25 ft.	25 ft.
Min. rear yard	25 ft., or 40 ft. if abutting residential	25 ft.
Min. side yard	25 ft., or 40 ft. if abutting residential	12 ft.
Min. lot size	None	2 acres
Max. building height	45 ft.	35 ft., or 45 ft. if > 1,000 ft. from shoreland zone
Max. lot coverage	None noted	Sports complexes: 75% Other: 25%
Max. FAR	None noted	.5
Min. lot frontage on street	60 ft.	None noted

Table 2: Purpose and Uses, I-L and ROS Zones

	Purpose	Permitted Uses	Conditional Uses
IL	To provide areas in which low impact industrial uses and other uses serving employees and residents of the surrounding neighborhood will be compatible with adjacent residential uses, will provide a buffer between residential neighborhoods and the I-M or I-H industrial zones, or will stand alone as a smaller scale industrial district	Low-impact industrial uses (e.g. bakeries, breweries) Research and development Indoor amusement and recreation centers Plant and tree nurseries Lumber yards Commercial kitchens or other food preparation Building contractors Repair services Day care facilities Dairies Dog training services Intermodal transportation facilities Utility substations Marinas Distribution centers Back office uses Incidental accessory uses Registered medical marijuana cultivation facilities Neighborhood centers Places of religious assembly Wind energy systems	Temporary wind anemometer towers
ROS	To preserve and protect open space as a limited and valuable resource; To permit the reasonable use of open space, while simultaneously preserving and protecting its inherent open space characteristics to assure its continued availability for public use...; To coordinate with and carry out federal, state, regional, and city recreation and open space plans; and To provide a suitable location for large-scale regional sports and athletic facilities	Municipal parks, public open spaces Cemeteries Arboretums Golf courses, excluding mini golf Boat landings, beaches, and marinas for public use Outdoor ballfields and public athletic fields Swimming pools and tennis courts Picnic groves and areas Natural parks and scenic overlooks Hiking, walking, bicycling or cross-country ski trails Community gardens Sewage pumping stations and sewage treatment facilities Sports complexes Accessory uses < 2,500 SF Wind energy systems	Accessory uses > 2,500 SF Other public recreational facilities Water pumping stations Temporary wind anemometer towers

V. PUBLIC COMMENT

The Planning Division received one public comment related to the proposal from a neighboring property owner. This was an offer to sell a nearby lot.

VI. CONFORMANCE WITH THE COMPREHENSIVE PLAN

The proposed change in the zoning of the Canco Woods property from IL to ROS is consistent with the city's *Comprehensive Plan*. The zone change actualizes portions of the *Comprehensive Plan's* Vision for Portland by:

- "Protect[ing] the natural environment;" and
- "Preserv[ing] and enhanc[ing] the park system with its trails, active recreation facilities and natural areas" (20).



Figure 4: Canco Woods property, including trails and water resources (Image courtesy of Trust for Public Land)

The zone change presented here also realizes aspects of the city's major open space planning efforts. One of the major goals of *Green Spaces, Blue Edges* (2006), the city's open space plan, is to "[i]dentify, conserve, protect, and enhance recreation and open space resources in the [c]ity" (6). Likewise, *Green Spaces, Blue Edges* lists "[e]xtend[ing] the public's range of open space opportunities and the ability to

pursue its choice of use without social or economic constraint, elaborate planning, or community intervention" as a major goal (6).

In addition to simply providing additional open space, the proposed zone change would allow the city to formalize existing natural resource benefits of the site which are consistent with goals of the city's master planning efforts. For instance, *Green Spaces, Blue Edges* identifies "develop[ing] an open space system that considers the natural forces of air, water, vegetation, and landform to minimize foul odors, eyesores, and noise, and to maximize clean soil, clean air, and clean water in Portland" as a major goal. The zone change at Canco Woods would allow the city to extend a linear open space element in the area of Canco Road which serves as a natural buffer, provide an area for wildlife habitat and woodland growth, and preserve land around one of the city's water resources.

Likewise, *Green Spaces, Blue Edges* includes a goal stating that the city should "provide a wide range of recreation and open space opportunities to address the athletic, recreation, leisure, ecological, and scenic needs of Portland's diverse population" (5). The proposed zone change will both ensure the preservation and allow the extension of the city's trail network, facilitating active, healthy lifestyles for residents. It will also allow neighbors to continue to use Canco Woods for other passive recreation activities.

VII. PLANNING BOARD RECOMMENDATION

On March 19, 2013, the Planning Board voted unanimously (5-0, Soley and Dundon absent) to recommend the following:

Based on the material provided in Planning Report #14-13, public testimony, a review of applicable policies, and other information, the Planning Board finds that the proposed map amendment for the property at 159 Canco Road to change the zoning from Low-Impact Industrial (IL) to Recreation Open Space (ROS) is

consistent with the Comprehensive Plan and does recommend adoption of the proposed amendment to the City Council.

ATTACHMENTS

1. Certificate of Taking of Property (City of Portland)
2. Standard Boundary Survey (Former Coyne Lot, Canco Road)
3. Conservation Easement (City of Portland to Portland Trails)

221.

CITY OF PORTLAND - CERTIFICATE OF TAKING OF PROPERTY
 I, Arthur H. Duffett, being the duly elected and qualified City Clerk of the City of Portland, do hereby certify that the following Return of the Municipal Officers of the City of Portland, dated May 2, 1960 laying out certain property for Torrey Street Sewer Right-of-Way was duly accepted by final action of the City Council of the City of Portland on May 16, 1960.
 I do hereby further certify that this Certificate is being filed in the Cumberland County Registry of Deeds in conformity with the provisions of Section 73A of Chapter 96 of the Revised Statutes of Maine, 1954.

ATTEST: *Arthur H. Duffett*
 City Clerk of the City of Portland, Maine.

THE UNDERSIGNED, THE MUNICIPAL OFFICERS OF THE CITY OF PORTLAND, MAINE, gave due and legal notice to all parties interested therein of the time and place they would meet to hear all interested parties in the taking of a Right of Way for the purpose of providing a location within which the Torrey Street and Canco Road Sewer may be constructed and maintained, beginning at the northwesterly terminus of Torrey Street and extending northwesterly to Canco Road, by publishing said notice in two daily papers published in Portland to wit: the Portland Press Herald and the Portland Evening Express, and by posting four notices of their intention at least seven days previous to the date of said hearing; one on a telephone or light pole at the northwesterly terminus of Torrey Street; one on a telephone or light pole at the corner of Read Street and Canco Road; one on the bulletin board in the basement of City Hall and one on the bulletin board at the Cumberland County Court House, two being in the vicinity of the proposed Right of Way and two being public places in the City of Portland, and having met pursuant to said notice in the City Council Chamber Room 213 in the City Hall on the 2nd day of May at 7:00 o'clock P.M., A.D., 1960, and having heard all parties interested therein, said Municipal Officers did thereupon determine and adjudge that a Right of Way should be taken for the purpose of providing a location within which the Torrey Street and Canco Road sewer may be constructed and maintained and said Municipal Officers accordingly proceeded to take the strip of land as hereinafter described for the purpose of providing a location for said sewer, to wit:-

Beginning at a point in the center line of Torrey Street, said point being the northwesterly terminus of Torrey Street as accepted by the City Council October 7, 1957, said point also being distant 1107.35 feet northwesterly along the center line of Torrey Street from the northwesterly side line of Ocean Avenue; thence northwesterly on a prolongation in a straight line of the said center line of Torrey Street a distance of 919.54 feet to a point and an intersection with the southeasterly side line of Canco Road.

Said right of way to be fifty (50) feet wide and to lie equally on either side of the above described line.

Part of said Right of Way is a portion of a proposed extension of Torrey Street.

Said Right of Way will pass over land of the following persons, or corporations:

Robert Carney
 City of Portland
 Parties Unknown

Carney
 &
 to
 Portland
 City of
 Cert

The said Municipal Officers have considered and estimated the damages sustained in their property by the several owners aforesaid and all other persons, by the taking of said Right of Way and hereby award the same as follows, to wit:-

To the said Robert Garney the sum of Nothing
 To the said City of Portland the sum of Nothing
 To the said Parties Unknown the sum of Nothing

for the damages sustained by them respectively as aforesaid to be paid them by the City.

And said Municipal Officers have this day filed as a part of this report with said City Clerk of said City at his office, a plan showing the location of said Right of Way, the land taken for said Right of Way and the distances and admeasurements of said location.

GIVEN UNDER OUR HAND THIS 2nd DAY OF May A.D., 1960.

Mitchell Cope

Harold E. Frank

Farley J. Lussard

Ira E. Ball, Sr.

Ralph Amergian

S. T. Bernstein

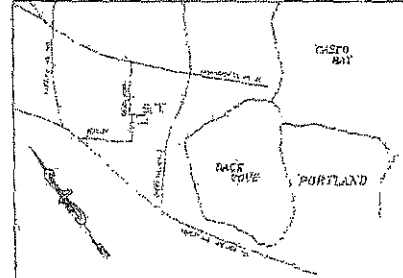
Municipal Officers of the City of Portland, Maine.

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE JUN 21 1961
 Received at 9 H 40 M, and recorded in
 BOOK 2611 PAGE 221 Swal R. Thayer Registrar

PROPERTY DESCRIPTION

PT.	DESCRIPTION
527	1.5' Side Walk 400' 1st
731	0.5' Side Walk 220' 1st
737	0.5' Side Walk 115' 1st
1386	1.5' Side Walk 130' 1st
1486	1.5' Side Walk 120' 1st
1491	1.5' Side Walk 115' 1st
1521	1.5' Side Walk 110' 1st
1523	1.5' Side Walk 105' 1st
1525	1.5' Side Walk 100' 1st
1527	1.5' Side Walk 95' 1st
1529	1.5' Side Walk 90' 1st
1531	1.5' Side Walk 85' 1st
1533	1.5' Side Walk 80' 1st
1535	1.5' Side Walk 75' 1st
1537	1.5' Side Walk 70' 1st
1539	1.5' Side Walk 65' 1st
1541	1.5' Side Walk 60' 1st
1543	1.5' Side Walk 55' 1st
1545	1.5' Side Walk 50' 1st
1547	1.5' Side Walk 45' 1st
1549	1.5' Side Walk 40' 1st
1551	1.5' Side Walk 35' 1st
1553	1.5' Side Walk 30' 1st
1555	1.5' Side Walk 25' 1st
1557	1.5' Side Walk 20' 1st
1559	1.5' Side Walk 15' 1st
1561	1.5' Side Walk 10' 1st
1563	1.5' Side Walk 5' 1st
1565	1.5' Side Walk 0' 1st

LINE	BEARING	DISTANCE
1	N 89° 15' 00" E	1.00
2	S 89° 15' 00" W	1.00
3	N 89° 15' 00" E	1.00
4	S 89° 15' 00" W	1.00



LOCATION MAP

- NOTES:**
- All bearings refer to magnetic North 1974 as shown on the plan referenced in note #1.
 - All bearings refer to magnetic North 1974 as shown on the plan referenced in note #1.
 - RECORD DEEDS:**
 - See deed of John E. Coyne to United Water Power Co. dated 5-25-74 and 6-25-74 recorded in 1974, 1975, 1976, 1977, 1978, and 1979.
 - See deed of the City of Portland to United Water Power Co. dated 12-30-74, recorded in 1974, 1975, 1976, 1977, 1978, and 1979.
 - REFERENCE PLANS:**
 - City of Portland Tax Map of 1974, 1975, 1976, 1977, 1978, and 1979.
 - Portland Water District Map of 1974, 1975, 1976, 1977, 1978, and 1979.
 - City of Portland Engineering Department, Division of City Street Layout, on Canal Road, Torrey, and 1st Street.
 - City of Portland Engineering Department, Division of City Street Layout, on Canal Road, Torrey, and 1st Street.
 - City of Portland Engineering Department, Division of City Street Layout, on Canal Road, Torrey, and 1st Street.
 - Property Plan of the City of Portland, dated 12-30-74, recorded in 1974, 1975, 1976, 1977, 1978, and 1979.
 - Survey Boundary Survey on "United Water Power Co. Property", dated March 22, 1978, and recorded in 1978, 1979, and 1980.
 - "Plan of Land on Valley Street for Housing Research Corp.", dated March 22, 1978, and recorded in 1978, 1979, and 1980.
 - Other cases for C. L. Dwyer and A. A. Dwyer, dated May 1978, and recorded in 1978, 1979, and 1980.

CLIENT: United Water Power Company
220 Western Avenue
Portland, Maine 04206

GRAPHIC SCALE



LEGEND:

- Iron Pipe in the Ground (See Plan, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 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Doc# 74623 BK#30242 Pg 108

CONSERVATION EASEMENT

In consideration of the payment of one dollar, **CITY OF PORTLAND**, a Maine municipal corporation, with a mailing address of 389 Congress Street, Portland, Maine 04101 ("Grantor") hereby releases to **PORTLAND TRAILS**, a Maine nonprofit corporation with a place of business at 305 Commercial Street, Portland, Maine 04101 ("Grantee"), a conservation easement encumbering the land described in Schedule B hereto, on the terms and conditions and with the restrictions detailed and delineated in Schedule A hereto.

To have and to hold the said easement and all rights granted hereunder to the said Grantee and their successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this easement to be executed by Ellen Sanborn, its duly authorized Finance Director, on this 17th day of December, 2012.

WITNESS:

CITY OF PORTLAND

By: [Signature]
Ellen Sanborn, its Finance Director

State of Maine
County of Cumberland, ss.

December 17, 2012

Personally appeared the above-named Ellen Sanborn, Finance Director of the City of Portland as aforesaid, who acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said City of Portland.

Before me,

Margaret M. Axelson

Print Name:

Margaret M. Axelson

Notary Public/Attorney-at-Law

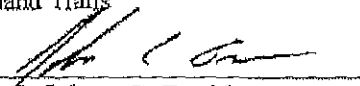
Margaret M. Axelson
Notary Public, Maine
Exp. 12/31/2016

SEAL

GRANTEE ACCEPTANCE

The above and foregoing Conservation Easement was authorized to be accepted by Portland Trails, and Portland Trails does hereby accept the foregoing Conservation Easement, by and through John G. Osborn, its President, hereunto duly authorized as of this 10TH day of December, 2012.

Portland Trails

By: 
John G. Osborn, Its President

OA\OFFICE\LARRY\final dunco woods easement.docx

SCHEDULE A

To Conservation Easement

(A) PURPOSES AND CONSERVATION ATTRIBUTES.

The purposes of this Conservation Easement are:

- (1) to protect the property described in Schedule A hereto (hereinafter called the "Protected Property"), in perpetuity, in a predominately undeveloped, open space, natural, scenic, and forested condition, for the scenic enjoyment of the general public;
- (2) to protect, conserve and promote the conservation of forests, wetlands, and wildlife thereon, and perpetuate the plant and animal eco-systems on the Protected Property;
- (3) to allow the City of Portland, its successors and assigns, ("Grantor") or Portland Trails, its successors or assigns ("Grantee" or "Easement Holder"), to construct trails through the Protected Property, and otherwise generally provide for low-impact, non-motorized and non-commercial outdoor recreational use by the general public of the Protected Property; and
- (4) to prevent uses that would significantly impair or interfere with the conservation values of the Protected Property; and confine, in perpetuity, the uses of the Protected Property to activities which are compatible with these purposes and the protection of wildlife habitat and preservation of these scenic, open space and natural values.

The conservation attributes (hereinafter the "conservation values" of the Protected Property are as follows:

(B) GRANTOR'S RESERVED RIGHTS.

- (1) The Grantor and the Grantee, shall both have the right and easement to establish and maintain unpaved trails through the Protected Property for public access for daytime use for low-impact, non-motorized recreational activities, including walking, hiking, biking, nature observation, cross-country skiing, snowshoeing, and picnicking, subject to all applicable laws and regulations concerning such activities and the limitations set forth herein. The trails shall be constructed and maintained in an environmentally sound manner, including the following: constructing water bars, bridges for stream crossings, bog bridges, stone steps, erosion control measures, and trail markings such as tree blazes or other like markings.

In addition, Grantor shall have the right to:

- (2) remove dead or diseased trees, vegetation and forest cover, and to clear and restore forest cover and vegetation that is materially damaged by the forces of nature and to implement appropriate measures with respect to such dead, diseased and damaged forest cover and vegetation;
- (3) prune and clear vegetation and forest cover to remove safety hazards to the uses permitted hereunder and prevent the spread of active fire; to improve wildlife habitat; to prevent or reduce the threat of fire, plant disease or exotic intrusion; provided that all such activities shall be designed, limited, located and conducted in a manner that reasonably minimizes the impact on the conservation values of this easement and consistent with the expressed purposes hereof. Said work shall be carried out in accordance with then-current, generally accepted good management practices for the sites, soils and

terrain of the Property. In order to protect riparian areas and water quality, there shall be no use of fertilizers, introduction of non-native plants or animals, spraying of biocides, or significant disturbance of soils within the Property. Notwithstanding the foregoing, the Grantor shall have the right to remove, and consent to the removal of, invasive and exotic species (including the spraying of biocides) within the Property if the removal and the use of removal techniques, including the spraying of biocides, is recommended in writing by a professional forester or other recognized forest conservation professional;

(4) erect signs identifying the public trail and informing the public of rules for proper use of the trails, as well as temporarily closing or rerouting such trails for public safety or maintenance; and

(5) within the existing sewer pipe line right of way only, place, use, maintain, repair and replace underground utilities including conduits, utility lines, pipes and related fixtures and underground equipment, and drainage ditches and culverts and other elements of surface drainage systems, and to utilize existing above ground utility lines. However, this right shall not be construed as an obligation. Without limited the generality of the foregoing, reference is made to the Right of Way or easement cited in the last paragraph of this Schedule A.

(6) place, use, maintain, repair and replace any and all wetland and drainage changes and improvements required by the Trust for Public Land or by any plans submitted prior to the execution of, or in connection with (even if subsequent to the execution of), this Conservation Easement, for such changes and improvements to regulatory agencies, including but not limited to the Maine Department of Environmental Protection.

(C) RESTRICTIONS ON THE PROTECTED PROPERTY.

The Protected Property will at all times be held, used, and conveyed subject to, and not used in violation of, the following restrictions, which shall run with the Protected Property in perpetuity, subject, however, to the rights reserved by Grantor:

(1) The Protected Property, including without limitation any body of water thereon, shall be continued predominantly in an undeveloped and natural condition, and shall not be used for residential, industrial or commercial use.

(2) No paved driveway, improved road associated with development, aircraft landing strip, billboard or other advertising display, mobile home, utility pole, tower, conduit or line (except for underground conduits and utilities lines), equipment, fixture, trailer, antenna or other temporary or permanent improvement shall be constructed, placed or permitted to remain on the Protected Property. Grantor and Grantee shall have the right to use, maintain, repair and replace from time to time any existing utility lines and facilities across said Protected Property, provided the foregoing rights are exercised in a manner to minimize the impact on the conservation values of the Protected Property and consistent with the expressed purposes of this easement.

(3) No structures, temporary or permanent, are permitted on the Protected Property; however, the trail improvements discussed in section (a) above are not restricted by this provision. For the purposes of this Conservation Easement, a "structure" is defined as any manmade combination of materials on, over, in and/or under the ground. A structure may be primarily two dimensional, such as a paved parking lot or a sign, or three dimensional, such as a building, wall or piping.

(4) No soil or like shall be moved on or removed from the Protected Property, unless such work is part of the wetlands restoration or remediation work needed to comply with the MNRCP grant related to the Protected Property expected to be awarded before January 1, 2013.

(5) [Intentionally omitted]

(6) No refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, radioactive or hazardous waste, or other similar substance or material whatsoever shall be placed, stored, dumped or permitted to remain on the Protected Property.

(7) No use shall be made of the Protected Property, and no activity shall be permitted thereon which is or may be inconsistent with the intent hereof. No activity (including, but not limited to, drainage or flood control activities) shall be carried on which is detrimental to the conservation values of the Protected Property or detrimental to water quality, soil conservation, wildlife conservation, or woodland management practices.

(8) No hunting or trapping shall be permitted on the Protected Property.

(9) No division or subdivision of the Protected Property shall be permitted. The Grantor further covenants and agrees not to undertake any action that would have the effect of dividing or subdividing all or any part of the Property through the allocation of property rights among partners, shareholders or members of any successor entity, the creation of a condominium, leasing or any other means except as specifically allowed herein.

(10) The use of motorized vehicles, including recreational vehicles, all-terrain vehicles, motorcycles, dirt bikes and snowmobiles, of any sort shall not be permitted on the Protected Property except for equipment used for restoration, stewardship or maintenance in accordance with the Stewardship and Management plan. This prohibition against motorized vehicular use on the Protected Property by the general public shall not be construed to prevent use of wheel chairs or similar devices for the disabled by members of the public on the Protected Property or prevent authorized agents of Grantor or Grantee from using motorized vehicles on paths as necessary for maintenance purposes, life safety purposes, and emergency use.

(11) Conveyance of the Protected Property shall require prior written consent by the Easement Holder, which shall not be unreasonably withheld.

(D) GRANTEE'S RIGHTS.

The Grantee shall have these rights:

(1) to enter the Protected Property for inspection and monitoring purposes and for enforcement, at a reasonable time and in a reasonable manner that is consistent with the conservation purposes hereof.

(2) to place signs and/or tags on the Protected Property boundaries and at trail entrances for the purpose of marking boundaries and identifying it as conservation easement land protected by the Grantee.

(3) the rights set forth in Section B(1) above.

(E) LIMITATION ON LIABILITY.

This Conservation Easement is granted pursuant to the Maine Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, and to Title 33 M.R.S.A. Sections 1581 et seq.,

as amended, and shall be construed in accordance with the laws of the State of Maine. Grantor and Grantee agree that this easement is being granted without charge for the purpose of recreational activities by the general public pursuant to and in accordance with Title 14 M.R.S.A. Section 159-A, and that Grantor and Grantee shall have the benefit of the terms and provisions thereof. Notwithstanding any public use of the Protected Property and any insurance coverage thereof, neither Grantor nor Grantee assume any liability to the general public for accidents, injuries, acts or omissions. This Conservation Easement does not create in the Grantor or Grantee, any duty, not otherwise existing, to keep the Protected Property safe for entry or for use by members of the general public for recreational purposes or to give warning of any hazardous condition, use, structure or activity on such premises to persons entering for recreational purposes, or to extend any assurance that the premises are safe for any such purposes, or to make any person entering upon the Protected Property an invitee or licensee to whom a duty of care is owed, or to assume responsibility for or incur liability for any injury to person or property caused by any act of any person or any other cause. Grantor and Grantee, for themselves and for their successors, assigns, leases and others claiming by or through any of them, claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S.A. Section 159-A, et seq. as amended and any successor provision thereto and under any similar or other law, and under any other applicable provision of law and equity. Neither Grantor nor Grantee, for themselves and for their successors, assigns, leases and others claiming by or through any of them, assume any liability to the general public for accidents, injuries, acts or omissions. It is expressly intended that all activities of the Grantor, and the general public entering upon the Protected Property shall be subject to the limited liability provisions of Title 14, Maine Revised Statutes, as amended, Section 159-A, or its successor provisions.

(F) QUALIFICATION.

Grantee is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, 1988, Sections 476 (2)(B), as amended, , to wit: a governmental body empowered to hold an interest in real property under the laws of this State or the United States, and a publicly supported nonprofit 501(c)(3) preserving and protecting natural, scenic, educational, recreational or open-space values of real property, and with the commitment to preserve the conservation values of the Protected Property, respectively.

(G) ENFORCEMENT.

Grantee's rights shall include the right to enforce this Conservation Easement by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Protected Property to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee, after providing Grantor with prior notice and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action. Grantee may not bring an enforcement action against Grantor for injury to or change in the Protected Property resulting from actions by others or natural causes or environmental catastrophe beyond their control or "acts of God" so called, such as, but not limited to, fire, flood, storm, industrial accident, and earth movement, or for the acts of vandals or trespassers, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Grantor specifically acknowledges that events and circumstances of non-compliance constitute immediate and irreparable injury, loss and damage to the Protected Property. The Grantee's delay or omission in exercising any right or remedy upon any breach by Grantor shall not impair the Grantee's rights or remedies, or be construed as a waiver.

(H) MISCELLANEOUS.

Grantor and Grantee do not undertake any liability or obligation relating to the condition of the Protected Property, except as otherwise expressly provided in this Conservation Easement.

If any provisions of this Conservation Easement shall to any extent be held invalid, the remainder shall not be affected.

Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Easement or otherwise exercise its rights herein shall not be deemed or construed to be a waiver of such rights.

Grantor shall be obligated to notify the Grantee in writing thirty (30) days before taking any action, the exercise of which may impair any conservation values associated with the Protected Property. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to enable the Grantee to confirm that the proposed activity is permitted under the terms of this Conservation Easement.

The terms and provisions of this Conservation Easement shall run with the Protected Property in perpetuity, and shall be binding upon the Grantor and Grantee holding any interest in the Protected Property, and shall benefit the Grantee. The Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Conservation Easement. Without limiting the foregoing, the Grantor agree to execute any such instrument upon the Holder's reasonable request. This Conservation Easement shall be assignable from time to time, subject to the following: (1) As a condition of any assignment, the Grantee shall require that the purposes of this Conservation Easement continue to be enforced, and (2) The assignee, at the time of assignment, must be a qualified conservation agency or conservation organization, and as a condition of transfer, the assignee shall agree to uphold the conservation purposes of this grant. Wherever the term "Grantor" appears in this Conservation Easement, including the foregoing Covenants, it shall also refer, as appropriate, to any transferee, assignee or successor in interest of the Grantor to this Conservation Easement.

Grantor and Grantee recognize that circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Grantor and Grantee have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Grantor and Grantee, such amendment enhances or is not detrimental to the conservation values intended for protection by this Conservation Easement. Amendments will become effective upon recording at the Cumberland County Registry of Deeds. Nothing in this paragraph shall require the Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment. Grantor and Grantee recognize that certain activities may warrant the prior discretionary approval of Grantee, and that Grantee has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this paragraph shall require the Grantee to agree to any discretionary approval or to consult or negotiate regarding any discretionary approval.

Notwithstanding the foregoing, Grantor and Grantee have no right or power to approve any action or agree to any amendment that would;

(1) materially detract from the conservation values intended for protection, without the prior approval of a court of competent jurisdiction in an action in which the Attorney General has been made a party;

(2) limit the term or result in termination of this Conservation Easement without the prior approval of a court of competent jurisdiction in an action in which the Attorney General has been made a party; or

(3) adversely affect the qualification of this Conservation Easement or the status of the Grantor under applicable laws, including the Maine Conservation Easement Act at Title 33, M.R.S.A. §476 *et seq.*, successor provisions thereof and regulations issued pursuant thereto.

This Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the Conservation Purposes of this Conservation Easement are impossible to accomplish, and if both Grantor and Grantee agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or in part, Grantee shall be entitled to be paid no less than the increase in value of the Grantor's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Grantor and Grantee. Grantor shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, Conservation Purposes of this Conservation Easement. Grantor agrees and authorizes Grantee to record a notice of a claim to proceeds on the Protected Property, which claim will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

Only Grantee and Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

In order to establish the present condition of the Protected Property and its conservation attributes protected by this Conservation Easement so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, Grantor and Grantee have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant.

The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the conservation purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the conservation purposes of this Easement shall govern.

Grantor and Grantee acknowledge that the Protected Property has passing through it an existing sewer pipe line, and that it is the intent of the parties hereto that this Conservation Easement not affect or amend or supersede the rights delineated in the Certificate of Taking of Property for Torrey Street Sewer Right of Way by City of Portland, dated May 1960, and Recorded in Book 2611, Page 221; and to the extent that any provision of this conservation is to the contrary, this conservation easement is hereby subordinated to all the rights and interests established in said easement or right of way by said Taking; and the Grantor, City of Portland, hereby reserves to itself all the rights delineated in or established by the said Certificate of Taking.

SCHEDULE B

To Conservation Easement

A certain lot or parcel of land situated in Portland, Cumberland County, Maine. Said lot or parcel of land being more particularly located and described as follows:

Beginning at an iron pin set in the southeasterly sideline of Canco Road, so-called, marking a northeasterly corner of a certain parcel of land conveyed by the City of Portland to Central Maine Power Company by deed dated December 30, 1974 and recorded in the Cumberland County Registry of Deeds in Book 3636, Page 124;

thence S 23° 24' 46" E by land now or formerly of said City of Portland a distance of 36.95 feet to an iron pin;

thence S 38° 34' 46" E by said land of the City of Portland a distance of 17.77 feet to an iron pin marking a southeasterly corner of said land conveyed by the City of Portland;

thence S 38° 41' 08" E by land now or formerly of Black Bear Development Corp. a distance of 128.58 feet to an iron pin;

thence S 37° 12' 38" E by a stone wall and said land of Black Bear Development Corp. a distance of 253.25 feet to an iron pin;

thence S 38° 42' 57" E by said stone wall and said land of Black Bear Development Corp. a distance of 392.61 feet to an iron pin marking a northerly corner of land now or formerly of Patrick O'Donnell et al.;

thence S 44° 52' 39" W by said land of O'Donnell a distance of 420.79 feet to an iron pin marking a northeasterly corner of land now or formerly of Newell D. Tibbals, Jr. et al.;

thence S 64° 56' 26" W by said land of Tibbals a distance of 140.78 feet to an iron pin marking a northwesterly corner of said land of Tibbals;

thence S 25° 09' 44" E by said land of Tibbals a distance of 53.05 feet to an iron pin;

thence S 44° 08' 45" W a distance of 58.79 feet to an iron pin;

thence N 45° 35' 00" W a distance of 832.77 feet to a point in said southeasterly sideline of Canco Road;

thence N 45° 37' 14" E by said sideline of said road a distance of 745.46 feet to the point of beginning. Containing 12.85 acres more or less.

For further reference see plan entitled "Standard Boundary Survey for Union Water Power Company of former Coyne Lot, Canco Road, Cumberland County, Portland, Maine" by E-PRO Engineering & Environmental Consulting, dated July 25, 1997, and recorded in said Registry of Deeds at Plan Book 200, Page 199.

Received
Recorded Register of Deeds
Dec 21, 2012 12:00:56P
Cumberland County
Pamela E. Lovley

**City of Portland, Maine
City Council Agenda Request Form**

TO: Sonia Bean, Senior Administrative Assistant

FROM: Alexander Jaegerman, Planning Division Director

DATE: April 3, 2013

1) Council meeting at which action is requested:

1st reading: April 22, 2013

Final action: May 6, 2013

2) Can action be taken at a later date: X YES NO
If not, why not:

3) This item is sponsored by: Ms. Carol Morrisette, Chair, Portland Planning Board.

cc: Mayor Michael Brennan; Mark Rees, City Manager; Danielle West-Chuhta,
Corporation Counsel; and Terry Bourgoin, Administrative Assistant

If a memorandum addresses the following issues you may attach and reference the memorandum but please highlight it so staff can easily answer I-V.

I. SUMMARY OF ISSUE

Though it is currently zoned IL, or Low-Impact Industrial, neighborhood residents have historically used the property at 159 Canco Road as a passive recreational open space. The site includes woodlands, wetlands, streams, a pond, and a number of hiking, biking, and cross-country skiing trails. As a result of a partnership with neighborhood residents, the Trust for Public Land, and Portland Trails, the city now owns the 12.9-acre property. The City Council has placed it under a conservation easement to Portland Trails, with the intent that it remain protected open space in perpetuity. Upon conveying the conservation easement, the Council referred the issue of rezoning the property to the Planning Board, and recommended that the zoning be changed to Recreation and Open Space (ROS) in order to align more closely with existing and potential uses on site.

On March 19, 2013, the Planning Board voted unanimously (5-0, Soley and Dundon absent) to recommend a proposed zoning map amendment for the property at 159 Canco Road to change the zoning designation from Low-Impact Industrial (IL) to Recreation Open Space (ROS).

II. REASON FOR SUBMISSION (What issue/problem will this address?)

The proposed amendment represents an effort align the zoning for the property at 159 Canco Road with the present and future use.

III. INTENDED RESULT (How does it resolve the issue/problem?)

The proposed amendment, as recommended by the Planning Board, changes the zoning for the Canco Woods property from IL to ROS. This amendment will thus codify the use of the site as an existing open space.

IV. FINANCIAL IMPACT

There is no anticipated financial impact to the city.

V. STAFF ANALYSIS & RECOMMENDATION

On March 19, 2013, the Planning Board voted unanimously (5-0, Solely and Dundon absent) that the proposed map amendment for the property at 159 Canco Road to change the zoning from Low-Impact Industrial (IL) to Recreation Open Space (ROS) is consistent with the Comprehensive Plan. The Planning Board recommends adoption of the proposed amendment to the City Council.

Attachments:

1. Order
2. Planning Board Report to City Council (#18-13)

*Order 282-16/17
Feb 22 6:19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT WITH
THE NEWHEIGHT GROUP, LLC FOR SALE OF
CITY PROPERTY ON FRANKLIN STREET**

ORDERED, that the Purchase and Sale Agreement with The NewHeight Group, LLC for 1,800 square-feet of city-owned land on Franklin Street, identified by the Portland Tax Assessor as Map 28, Block C, Lot 18, is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this _____ day of _____, 2017 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and THE NEWHEIGHT GROUP, LLC, or assigns, a Maine limited liability company having a mailing address of 118 Congress Street, #401, Portland, ME 04101 (hereinafter referred to as "Buyer" or "NewHeight").

RECITALS

WHEREAS, the CITY is the owner of an approximately 12-foot wide way with a chart block and lot number designated by the Portland Assessor as 28-X-1 off of Federal Street, Portland, Maine (the "Premises"), which is generally depicted on the orientation plan that is attached hereto as Exhibit A and incorporated herein (the "Plan"); and

WHEREAS, the City issued a "Request for Bids" for sale of the Premises, Bid #EDD04-17, a copy of which is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, NewHeight timely submitted a bid for the Premises dated May 11, 2017, a copy of which is attached hereto as Exhibit C and made a part hereof (the "Proposal") and intends to develop the Premises and abutting property in accordance with the Proposal; and,

WHEREAS, NewHeight desires to purchase the Premises, and the City desires to convey the Premises to NewHeight pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to NewHeight, and NewHeight agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be Twelve Thousand Dollars (\$12,000) (the "Purchase Price"), subject to the following cost adjustments and conditions:
 - a. The City acknowledges receipt of NewHeight's deposit in the amount of One Thousand Dollars (\$1,000.00) (the "Deposit") that the parties agree will be held in escrow as of the date of this Agreement; and
 - b. NewHeight shall pay the balance of the Purchase Price to the City by wire transfer at closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. NewHeight will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is one month after the date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review and title examinations. City shall provide whatever information it, or its agents, have in this regard to NewHeight within 10 days of the effective date of this Agreement.
- b. Title and Survey Objections. NewHeight will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect marketability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- d. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify NewHeight of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to NewHeight's reasonable satisfaction, NewHeight will have the option to (1) terminate this Agreement, (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

City shall convey the Premises to NewHeight at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good, marketable and insurable title, free and clear of all encumbrances except (i) any easements of record, including, without limitation, the access easement described in a deed from the City to Ernest B. Woodard dated October 2, 1972 and recorded in the Cumberland County Registry of Deeds, Book 3554, Page 57; (ii) any easements for utilities on the property, (ii) zoning ordinances, and (iii) real estate taxes not yet due and payable.

4. INSPECTIONS.

- a. During the Due Diligence Period, NewHeight and its employees, consultants, contractors and agents shall have the right, at NewHeight's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, survey work, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as NewHeight determines, it is sole

discretion, to be required to determine the suitability of the Premises for NewHeight's intended use (collectively, the "Inspections").

- b. NewHeight agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of NewHeight and its employees, consultants, contractors and agents on the Premises.
- c. NewHeight shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and NewHeight hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by NewHeight of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. NewHeight shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law.
- e. In the event that NewHeight does not purchase the Premises, NewHeight agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that NewHeight shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to NewHeight's obligations under this Agreement that the results of the Inspections be acceptable to NewHeight in its sole discretion. If the results of such due diligence are not acceptable to NewHeight in its sole discretion, and if NewHeight exercises its right to terminate this Agreement, neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** NewHeight shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at

the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by NewHeight in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to NewHeight's financing or closing shall be paid for by NewHeight.

6. **DEFAULT AND REMEDIES.** In the event that NewHeight defaults hereunder for a reason other than the default of the City, City shall retain the deposit and shall have the right to pursue all other legal or equitable remedies available to City. In the event City defaults under this Agreement, and if NewHeight is not then in default hereunder, NewHeight shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit.
7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, NewHeight may terminate this Agreement, and obtain a refund of the Deposit and neither party shall have any further obligations or liabilities under this Agreement.
8. **PROPERTY SOLD "AS IS, WHERE IS."** NewHeight acknowledges that NewHeight has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by NewHeight of the Deed at closing and payment of the Purchase Price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** NewHeight covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against NewHeight or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises. This duty to indemnify, defend, and hold harmless shall be included in a

covenant in the deed and shall run with the land conveyed and be binding upon NewHeight's successors, assigns, and transferees.

10. CLOSING. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of NewHeight's counsel at a time agreeable to the parties on or before the day that is two months after the date of this Agreement (the "Closing Date"). At the Closing:

- a. the City shall execute, acknowledge and deliver to NewHeight a municipal quitclaim deed conveying to NewHeight good and marketable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
- b. The property description contained in the deed will be a survey description based on a survey prepared by NewHeight at its sole expense that will more specifically describe the property shown on the Plan. NewHeight will provide the survey description to the City prior to the expiration of the Due Diligence Period, and the parties will agree on the property description for the Premises prior to the closing.
- c. NewHeight shall deliver the Purchase Price to the City by wire transfer.
- d. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.

11. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and NewHeight.

12. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

13. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

14. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

15. TIME. The City and NewHeight each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

16. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto

hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

17. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR The City: City of Portland
ATTN: City MANAGER
389 Congress Street
Portland, ME 04101

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

FOR NewHeight: The NewHeight Group, LLC
118 Congress St., #401
Portland, ME 04101

With a copy to: Thomas B. Federle, Esq.
254 Commercial Street
Portland, Maine 04101

18. **SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

19. **BROKERS.** The CITY and NewHeight each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. NewHeight agrees to indemnify and hold harmless City from any claims made by any broker should NewHeight's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless NewHeight from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

20. **RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

THE NEWHEIGHT GROUP, LLC

WITNESS

Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Greg Mitchell, Economic Development Director

DATE: June 8, 2017

SUBJECT: **Order Authorizing Purchase and Sale Agreement with NewHeight Group, LLC for an Unneeded Piece of City Land Along Franklin Street**

SPONSOR: Economic Development Committee/Councilor David Brenerman, Chair

COUNCIL MEETING DATE ACTION IS REQUESTED:

This is one reading item, requested to be on the June 19, 2017 Council Agenda.

Can action be taken at a later date? Yes, although NewHeight Group would like to be on the June 19 Council Agenda rather than on the next Council Agenda which would be July 17, 2017.

PRESENTATION: Greg Mitchell, 5 Minutes

I. ONE SENTENCE SUMMARY

Vote to recommend a Purchase and Sale Agreement to sell property designated as 28-X-1 along Franklin Street to NewHeight Group LLC at the stated purchase price of \$12,000.

II. AGENDA DESCRIPTION

NewHeight Group, which has option to purchase an abutting property to the strip of land (designated by the Assessor as 28-X-1) with approximately 1,800 sq. ft., is interested in acquiring this property to support a residential redevelopment project.

This property was acquired by the City to support the Franklin Street Arterial Project. When the City sold property in this area, it retained this strip as a 12-foot wide way for the owner of 28-C-18 to access an accepted City Street; otherwise 28-C-18 would be landlocked as access was not allowed onto the Franklin Street Arterial. The Deed stipulates for the 12-foot wide driveway that it be: "... for the purposes of travel by vehicles and pedestrians and for access to land herein conveyed to the

Grantee, provided that no structures or buildings of any kind or nature shall be erected or maintained on said strip of land and no vehicles shall be parked thereon.”

NewHeight’s proposal noted its discussions with the holder of the easement rights for access purposes, with NewHeight proposing to provide the holder of the easement with a new easement to travel under its proposed building to access its parking lot and associated apartment building.

In a Department-wide survey, the survey results were that this strip of land is excess to the needs and can be sold.

The Economic Development Committee authorized staff to send out a Request for Bids to the two abutters. The EDC reviewed the one Bid received from NewHeight Group, LLC, and, at its meeting on June 6, 2017, voted unanimously (2-0; Councilor Ali absent) to forward the proposed Purchase and Sale Agreement to the City Council for approval.

III. BACKGROUND

It is noted that the proposed sale of the City property has been discussed publicly at the following EDC meetings on March 7, March 29, May 23, and June 6 this year.

NewHeight Group, which has option to purchase an abutting property to the strip of land, designated by the Assessor as 28-X-1 (see attached map), with approximately 1,800 sq. ft., is interested in acquiring this property to support a residential redevelopment project.

As noted previously, this property was acquired by the City to support the Franklin Street Arterial Project. When the City sold property in this area, it retained this strip as a 12-foot wide way for the owner of 28-C-18 to access an accepted City Street; otherwise 28-C-18 would be landlocked as access was not allowed onto the Franklin Street Arterial. The Deed stipulates for the 12-foot wide driveway that it be: “. . . for the purposes of travel by vehicles and pedestrians and for access to land herein conveyed to the Grantee, provided that no structures or buildings of any kind or nature shall be erected or maintained on said strip of land and no vehicles shall be parked thereon.”

A City-wide Department survey was conducted, including the Mayor, District Councilor, and At-Large Councilors, to determine if this was excess or not to the City’s needs.

Survey results from the Parking, Parks and Recreation, Planning, Public Works, and School Departments indicated they had no need for this property. Planning further noted that the sale would permit more options for infill development or redevelopment on adjacent property, and for the easement to continue.

Jeremiah Bartlett of Public Works Engineering indicated that the Federal Street Master Plan calls for Federal Street to connect to Franklin Street, and does not see a reason for the City to retain the lot; it would not adversely impact the Federal Street Master Plan if the City sold it. He also noted that it would be highly unlikely that curb cuts from Franklin Street to 28-X-1 would be allowed.

Councilor Ray had a few questions; please see below with staff responses:

1. How does this affect the Master Plan for Franklin Street that the Council adopted back in 2015?
 - a. Jeremiah Bartlett responded that the sale of this property will not adversely impact the Franklin Street Master Plan, nor future Franklin Street reconnection from Federal Street.
2. Councilor Ray wanted an understanding of what the abutter intends to do with the land, noting that it appeared that the abutter does not plan to build directly on it, but that a portion of their building (an awning or arbor or something similar) will over hang it. So would it be a sidewalk? Green Space? A sort of front yard? Would they anticipate public interaction with this space or might it be fenced off for private use?
 - a. The abutter has been working with City Planning staff to possibly build above this narrow strip of land, noting that the parcel allows them to have frontage on Franklin Street. Frontage on Franklin Street allows them additional development rights under the Form Based Code. The abutter is generally planning townhouses on the back of the site and a larger building fronting Franklin Street (housing) that would likely build above the easement, though their plans are still under development.
3. Would the developer be planning on any curb cuts for direct entry into their building through this land, or would they, perhaps, be hoping for a Federal Street reconnection to facilitate access?
 - a. Staff is not aware of any new proposed development curb cut requests to Franklin Street. Jeremiah Bartlett indicated that it would be doubtful that any new curb cuts would be allowed from Franklin Street.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result would be for the City to sell this strip of land, together with its Deed stipulations, to an abutter which would allow for a multi-family development consisting of 20+ units with a mix of one, two, and three bedroom units, which development, with the addition of this strip of land, could front on Franklin Street; without the strip, it cannot do so.

In addition, NewHeight's proposal includes its discussions with the holder of the easement rights for access purposes, with NewHeight proposing to provide the holder of the easement with a new easement to travel under its proposed building to access its parking lot and associated apartment building.

V. FINANCIAL IMPACT

If sold, the City would realize property sale proceeds in the amount of \$12,000 and future increase in taxes for the proposed development. Taxes now are at approximately \$7,000 annually, and it is estimated that, upon completed buildout, the taxes would increase to approximately \$200,000 annually to the City.

VI. STAFF ANALYSIS

After review of Department survey results, and with guidance from the EDC during the process, staff recommended to the EDC to vote to recommend approval of the proposed Purchase and Sale Agreement by the City Council.

VII. RECOMMENDATION

At the EDC meeting on June 6, 2017, it voted unanimously (2-0; Councilor Ali absent) to forward the proposed Purchase and Sale Agreement to the City Council with a recommendation for approval.

VIII. ATTACHMENTS

- Map Highlighting the Properties
- New Height's Bid
- Proposed Purchase and Sale Agreement

Cathedral Parish Hall

Congress Street

Portland Food Coop

Hampshire Street

Abutting Parcel
28-C-18

Abutting Parcel
28-C-13

City Parcel
Lot 28-X-1
Location and Area
Subject to Survey

Federal Street

Franklin Street

Franklin Street

Map Produced by the City of Portland
Economic Development Department
from 2016 GIS Program data. Intended
for orientation purposes only. Do not
use for project design or transfer of property.

Note: City GIS Parcel data and Aerial Photos
may not be aligned in area of the subject
parcels. Confirm actual locations with
current land survey by a licensed professional
surveyor. March 2017

Parcel Orientation and Context Potential Sale of City Lot 28-X-1

0 50 100 Feet



FEDERLE LAW

May 11, 2017

Mathew F. Fitzgerald, Purchasing Manager
Purchasing Office
City Hall, Room 103
389 Congress Street
Portland, ME 04101

**RE: Bid #EDD04-17 (Property Designated As CBL: 28-X-1)
NewHeight Group Bid Submission**

Dear Mathew:

On behalf of the NewHeight Group, LLC, and responsive to Bid #EDD04-17, please find enclosed the following:

- I. NewHeight Group's Option Agreement to purchase 56 Hampshire Street which abuts the City's property designated as CBL: 28-X-1;
- II. NewHeight Group's Development Project Concept Plan;
- III. NewHeight Group's demonstration of financial capacity; and
- IV. The City bid form.

Sincerely,



Thomas B. Federle, Esq.

Option Agreement

By and Between
REBECO, LLC and NEWHEIGHT GROUP, LLC

Relating to Real Estate
Located at 56 Hampshire Street, Portland Maine

Whereas, ReBeCo, LLC ("ReBeCo") is the owner of real estate located at 56 Hampshire Street in Portland, Maine and depicted on the Portland city tax maps as Chart 28/ Block 13/ Lot 1 (the "Property");

Whereas, NewHeight Group, LLC ("NewHeight Group") is a Portland based real estate developer;

Whereas, on December 1, 2016 ReBeCo and NewHeight Group entered into an Agreement Relating to the Development of 56 Hampshire Street, Portland Maine (the "Agreement");

Whereas, NewHeight Group is proposing to purchase a strip of land from the City of Portland which is depicted on the Portland city tax maps as Chart 28/ Block X/ Lot 1 (the "City Strip");

Whereas, the City strip abuts the Property; and

Whereas, NewHeight Group desires to purchase the Property for the purpose of combining the City Strip and the Property to support the development of a multi-family residential structure fronting Franklin Street;

NOW THEREFORE, ReBeCo and NewHeight Group hereby agree as follows, to wit:

1. ReBeCo hereby grants to NewHeight Group, for a period of 45 days from the date of full execution below (the "Option Period"), an option to purchase the Property.
 2. The terms of the purchase and sale of the Property shall be governed by the terms of the Agreement referenced above which is hereby extended to run coterminous with the Option Period.
 3. In order to exercise the option, NewHeight Group must give ReBeCo written notice that it is exercising its option prior to expiration of the Option Period.
 4. All terms of the Agreement shall remain in full force and effect unless expressly modified herein. In the event of a conflict between the terms of
-

this option agreement and the Agreement, the terms of the Agreement shall control.

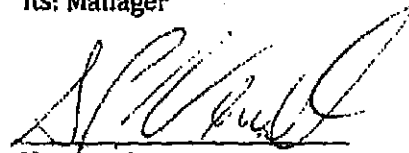
May 10, 2017



ReBeCo, LLC

By: Ophir Barone

Its: Manager



NewHeight Group

By: Chip Newell

Its: Authorized Member

I. Development Project Concept Plan

The NewHeight Group has an option to purchase property located at 56 Hampshire Street (the former Tally's Tabaco Warehouse and more recently the former Portland Food Coop site). NewHeight Group is investigating re-development of the site.

The 56 Hampshire Street property is bounded on the east by Hampshire Street and the south by Federal Street. On the west, it is separated from Franklin Street by a 12' strip of land owned by the City of Portland (CBL 28X1). The city's strip of land is encumbered by an easement providing vehicular access to and from a surface parking lot near the corner of Franklin and Congress Street that provides 15 parking spaces for a 20 unit apartment building located at 312 Congress Street.

On December 1, 2016, NewHeight Group applied to the city to acquire the city's strip of land. NewHeight Group's assessment was that the strip of land has no value to the city, and perhaps a negative value, because 1) in its entirety, it is burdened by the vehicular access easement; 2) it is located in a spot that could impede the city's expressed goal of reconnecting Federal Street and Franklin Street (and relocating it or terminating it would be difficult and expensive for the city); and 3) the strip alone cannot be built upon because of its dimensions and required setbacks.

NewHeight Group proposed last December to pay the City \$2,500 for the acquisition. This price was intended to cover costs of the City, primarily staff time, associated with transferring ownership of the strip of land. NewHeight Group, in response to the City's request for bids, is now bidding \$10,000.00 for the property.

At this phase of our planning, we believe that the former co-op building property and the City's strip of land could support a multi-family development consisting of 20+ units with a mix of one, two and three bedroom units similar to our Luminato project one block down Franklin. Luminato has 24 units, 12 of which are one bedrooms targeted towards working professionals in Portland who are looking for the ability to purchase rather than rent. Prices at Luminato started in the mid \$200,000s. All 24 of our units are sold. Of our 24 buyers, 18 of them live and work in Maine, 8 of them own their own business, and they range in age from 24 to 70. 16 of the buyers will live in Luminato as their primary residence. In conjunction with Luminato, NewHeight Group created 2 workforce housing units on Hampshire Street. These units have 99 year affordability covenants. We are proud to have located these units in one of the most desirable neighborhoods in Portland.

NewHeight Group will use the same marketing effort that led to the success of Luminato in this new project with the same goal of bringing more working, full-time Maine residents to this important location. One change from Luminato is that we will be investigating the feasibility of including some retail space on the ground floor of the building.

The City's strip of land with the vehicular easement running over it is located where Federal Street dead ends into Franklin. The preferred reconfiguration of Franklin adopted by the City includes reconnecting Federal Street and Franklin Street and possibly making it a full intersection. The location of the City's strip and vehicular easement would make this very difficult because it would be problematic for cars to enter Federal Street at its intersection with Franklin. Our preliminary investigation and conversation with the holder of the easement right shows that we could relocate the easement away from Franklin Street. We would do this by providing the holder of the easement with a new easement to travel under our building to access its parking lot.

By incorporating the City strip we would be able to front our new building on Franklin as imagined in the new India Street form based code, and design the project under the same parameters as Luminato. Our intention would be to build a condominium similar in scale (and compatible in design but unique) to Luminato. If we construct a building on this site with the City land we will be able to upgrade the streetscape at the current dead end of Federal Street as we are planning to do at the dead end of Newbury (where we are working with Portland Trails and the City to better activate that dead space).

In addition to the \$10,000.00 that we are offering for this strip of land, we believe that the NewHeight Development Concept Plan delivers the following value to the City of Portland:

1. Relocation of the easement away from Franklin Street so as to improve functionality of a potential new intersection at Federal and Franklin;
2. Re-development that will continue the redevelopment along Franklin and establish housing fronting and engaging Franklin directly across from (a hopefully expanded) Lincoln Park;
3. Redevelopment of the former Portland Food Co-op building site and surrounding surface parking lot as an important in-fill development meeting the goals of the India Street Neighborhood Plan and the Form Based Code;
4. Activation of the Federal Street dead-end until reconnection can be achieved with Federal Street by removing a rusted and dented guard rail with boulders and other treatments to make it a better public space;
5. Possibility for new retail opportunities near the growing retail sector along the stretch of Congress Street between Washington and Franklin;

6. Creation of work force housing units (or payments in lieu) in compliance with the work-force housing requirements of Portland's Affordable Housing Ordinance; and
7. Increase in Portland's tax base. The City property that is the subject of this bid currently generates no taxes. The adjacent property on which NewHeight Group has an option generates taxes in an amount just above \$7,000 annually. After development, we would expect that the combined properties would generate tax payments to the City of at least \$200,000 annually.



MAILING ADDRESS • 50 Industrial Park Rd, Saco, ME 04072 • 1-877-SACO-BID

May 8, 2017

Gregory A. Mitchell
Department Director
Department of Economic Development
City of Portland
389 Congress Street
Portland, Maine 04101

Dear Greg:

I am writing this letter on behalf of New Height Group (NHG). Saco & Biddeford Savings Institution (SBSI) has an ongoing relationship with NHG. SBSI is currently providing multi-million dollar financing to NHG for the Luminato Condominium development in Portland. To date, NHG has proven to be highly qualified, effective and professional developers.

SBSI looks forward to continuing our relationship with NHG and would be pleased to entertain future financing requests from them.

I understand NHG is responding to an RFP from the City of Portland for a small land parcel for \$10,000. Please be advised that NHG is fully qualified to receive bank financing for that purchase if requested.

Should you have any questions, please contact me at 207 602-7652.

Best Regards,

A handwritten signature in dark ink, appearing to read 'James M. Whelan', is written over a horizontal line.

James M. Whelan
Vice President
Commercial Loan Officer
Saco & Biddeford Savings Institution

**Request for Bids from Two Abutters,
or Those Who Can Show Evidence of Right, Title, and Interest
to any of the two Abutting Properties
for City Property 28-X-1 Along Franklin Street**

****THIS SHEET MUST BE SUBMITTED WITH YOUR BID****

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, that it is made without any connection with any other person(s), firm, or corporation submitting a bid for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that the bid is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect financial interest in this bid or in any of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include your disclosure any interest which you know of. An example of a direct interest would be a City employee who is related to any officers, employees, principal, or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

COMPANY NAME: The Newheight Group, a Maine limited liability company
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 5/10/17
(Officer, Authorized Individual, Owner)

PRINT NAME & TITLE: Stuart P. Newell

ADDRESS: Unit 401, 118 Congress Street, Portland, ME 04101

TELEPHONE: (202) 262-4567 FAX: _____

EMAIL ADDRESS: Chip@newheightgroup.com

WEB ADDRESS: www.newheightgroup.com

FEDERAL TAX I.D. NR. OR SSN#: 52-2151111

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

TOTAL PURCHASE PRICE FOR THE PROPERTY

\$ 10,000.00
(Award Basis)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this _____ day of _____, 2017 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "Seller" or "City"), and NEWHEIGHT GROUP, LLC, or assigns, a Maine limited liability company having a mailing address of 118 Congress Street, #401, Portland, ME 04101 (hereinafter referred to as "Buyer" or "NewHeight").

RECITALS

WHEREAS, the CITY is the owner of an approximately 12-foot wide way with a chart block and lot number designated by the Portland Assessor as 28-X-1 off of Federal Street, Portland, Maine (the "Premises"), which is generally depicted on the orientation plan that is attached hereto as Exhibit A and incorporated herein (the "Plan"); and

WHEREAS, the City issued a "Request for Bids" for sale of the Premises, Bid #EDD04-17, a copy of which is attached hereto as Exhibit B and incorporated herein; and

WHEREAS, NewHeight timely submitted a bid for the Premises dated May 11, 2017, a copy of which is attached hereto as Exhibit C and made a part hereof (the "Proposal") and intends to develop the Premises and abutting property in accordance with the Proposal; and,

WHEREAS, NewHeight desires to purchase the Premises, and the City desires to convey the Premises to NewHeight pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to NewHeight, and NewHeight agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be Twelve Thousand Dollars (\$12,000) (the "Purchase Price"), subject to the following cost adjustments and conditions:
 - a. The City acknowledges receipt of NewHeight's deposit in the amount of One Thousand Dollars (\$1,000.00) (the "Deposit") that the parties agree will be held in escrow as of the date of this Agreement; and
 - b. NewHeight shall pay the balance of the Purchase Price to the City by wire transfer at closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. NewHeight will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is one month after the date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review and title examinations. City shall provide whatever information it, or its agents, have in this regard to NewHeight within 10 days of the effective date of this Agreement.
- b. Title and Survey Objections. NewHeight will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect marketability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- d. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify NewHeight of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to NewHeight's reasonable satisfaction, NewHeight will have the option to (1) terminate this Agreement, (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).

City shall convey the Premises to NewHeight at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good, marketable and insurable title, free and clear of all encumbrances except (i) any easements of record, including, without limitation, the access easement described in a deed from the City to Ernest B. Woodard dated October 2, 1972 and recorded in the Cumberland County Registry of Deeds, Book 3554, Page 57; (ii) any easements for utilities on the property, (ii) zoning ordinances, and (iii) real estate taxes not yet due and payable.

4. INSPECTIONS.

- a. During the Due Diligence Period, NewHeight and its employees, consultants, contractors and agents shall have the right, at NewHeight's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, survey work, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as NewHeight determines, it is sole

discretion, to be required to determine the suitability of the Premises for NewHeight's intended use (collectively, the "Inspections").

- b. NewHeight agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of NewHeight and its employees, consultants, contractors and agents on the Premises.
- c. NewHeight shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and NewHeight hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by NewHeight of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.
- d. NewHeight shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law.
- e. In the event that NewHeight does not purchase the Premises, NewHeight agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that NewHeight shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to NewHeight's obligations under this Agreement that the results of the Inspections be acceptable to NewHeight in its sole discretion. If the results of such due diligence are not acceptable to NewHeight in its sole discretion, and if NewHeight exercises its right to terminate this Agreement, neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** NewHeight shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at

the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by NewHeight in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to NewHeight's financing or closing shall be paid for by NewHeight.

6. **DEFAULT AND REMEDIES.** In the event that NewHeight defaults hereunder for a reason other than the default of the City, City shall retain the deposit and shall have the right to pursue all other legal or equitable remedies available to City. In the event City defaults under this Agreement, and if NewHeight is not then in default hereunder, NewHeight shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its deposit.
7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, NewHeight may terminate this Agreement, and obtain a refund of the Deposit and neither party shall have any further obligations or liabilities under this Agreement.
8. **PROPERTY SOLD "AS IS, WHERE IS."** NewHeight acknowledges that NewHeight has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by NewHeight of the Deed at closing and payment of the Purchase Price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** NewHeight covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against NewHeight or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises. This duty to indemnify, defend, and hold harmless shall be included in a

covenant in the deed and shall run with the land conveyed and be binding upon NewHeight's successors, assigns, and transferees.

- 10. CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of NewHeight's counsel at a time agreeable to the parties on or before the day that is two months after the date of this Agreement (the "Closing Date"). At the Closing:
- a. the City shall execute, acknowledge and deliver to NewHeight a municipal quitclaim deed conveying to NewHeight good and marketable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
 - b. The property description contained in the deed will be a survey description based on a survey prepared by NewHeight at its sole expense that will more specifically describe the property shown on the Plan. NewHeight will provide the survey description to the City prior to the expiration of the Due Diligence Period, and the parties will agree on the property description for the Premises prior to the closing.
 - c. NewHeight shall deliver the Purchase Price to the City by wire transfer.
 - d. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- 11. ENTIRE AGREEMENT.** This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and NewHeight.
- 12. NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
- 13. HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
- 14. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
- 15. TIME.** The City and NewHeight each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
- 16. GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto

hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

17. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR The City: City of Portland
ATTN: City MANAGER
389 Congress Street
Portland, ME 04101

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

FOR NewHeight: NewHeight II, LLC
118 Congress St., #401
Portland, ME 04101

With a copy to: Thomas B. Federle, Esq.
254 Commercial Street
Portland, Maine 04101

18. **SIGNATURES; MULTIPLE COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
19. **BROKERS.** The CITY and NewHeight each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. NewHeight agrees to indemnify and hold harmless City from any claims made by any broker should NewHeight's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless NewHeight from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.
20. **RECITALS INCORPORATED BY REFERENCE.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

NEWHEIGHT II, LLC

WITNESS

Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

Cathedral Parish Hall

Congress Street

Portland Road Corp

Hampshire Street

Abutting Parcel
28-C-18Abutting Parcel
28-C-13City Parcel
Lot 28-X-1
Location and Area
Subject to Survey

Federal Street

Franklin Street

Map Produced by the City of Portland
Economic Development Department
from 2016 GIS Program data. Intended
for orientation purposes only. Do not
use for project design or transfer of property.

Note: City GIS Parcel data and Aerial Photos
may not be aligned in area of the subject
parcels. Confirm actual locations with
current land survey by a licensed professional
surveyor. March 2017

Parcel Orientation and Context Potential Sale of City Lot 28-X-1

100 50 0 100 Feet

4 of 100



Order 283-16/17
Tab 23 6-19-17

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING AN AMENDMENT TO
THE POWER PURCHASE AGREEMENT
RE: OCEAN AVENUE LANDFILL SOLAR POWER ARRAY**

ORDERED, that a power purchase agreement between the City and Sunfill North, LLC for power generated by a solar power array on the Ocean Avenue Landfill is hereby approved in substantially the form attached hereto; and

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

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to allow permitting and installation of the solar power array to move forward as soon as possible.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Troy Moon, Sustainability Coordinator

DATE: June 5, 2017

SUBJECT: Amendment to PPA for Ocean Avenue Landfill Solar Project

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action x

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

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

I. ONE SENTENCE SUMMARY

Adopting the order authorizes the City Manager to execute the solar PPA authorized by the City Council in February with an amendment to the buyout provision and several minor changes.

II. AGENDA DESCRIPTION

On February 22, 2017 the City Council authorized the City Manager to enter into a power purchase agreement (PPA) with Revision Energy for energy produced by 660kW solar array to be constructed on the Ocean Avenue Landfill. Throughout project development, Revision has been seeking a third party to assume ownership of the array and to be beneficiary of the PPA. They have found a partner, Kenyon Energy, that has agreed to most of the terms outlined in the contract previously presented to the City Council. The substantive amendment they have requested deals with the buyout provisions. They are requesting an amendment that will provide three distinct opportunities for the City to exercise its buyout option instead of being able to exercise a buyout option annually at the start of any year, beginning in year seven. The other amendments they have requested are minor. Finally, Revision Energy has created a sole purpose LLC for the Ocean Avenue project called Sunfill North, LLC. The City will contract with this entity for the PPA. Revision would then transfer ownership of its interest in Sunfill North to Kenyon Energy as permitted under the assignment provision of the contract. Corporation Counsel advises us that these changes require City Council approval.

I

III. BACKGROUND

Revision Energy has been upfront with City staff throughout the development of the solar landfill project that they would be seeking find a third party to take ownership of the array once it is constructed. In May, Revision introduced us to principals of Kenyon Energy, who are interested in investing in the project. Staff toured the property with them and provided information about the project and the history of the landfill.

Following this visit Kenyon re-affirmed their interest in the project. Revision negotiated with them regarding their investment and worked to maintain the terms of the PPA endorsed by the City Council in February. Kenyon has agreed to all provisions except it has asked for an amendment related to the City's right to buy out the project. Under the contract endorsed by the City Council, the City may exercise a buyout option at the beginning of any year, beginning in year seven. (For tax purposes, the investor must own the facility for at least six full years.) Kenyon is uncomfortable with this because of concern that this language could be interpreted as a lease, which would disqualify the project from eligibility for the Investor Tax Credit, which is essential to financing the project. They propose that the City select three distinct dates on which a buyout option could be exercised – for example, at the beginning of years seven, ten, and twelve. They feel this would prevent the agreement from being interpreted as a lease.

The other changes requested include:

- The project description and equipment has changed very slightly based on newer equipment specifications, meaning the project will produce slightly more power than originally proposed.
- The name of the counterparty to the PPA will change to Sunfill North, LLC. This is to enable ReVision and Kenyon to create a separate project company for the Portland and South Portland landfill solar projects.
- The property descriptions in the PPA and Site License have been updated based on survey work commissioned by the City.
- Minor changes to the PPA to delete ineffective clauses.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Approving the order will authorize the City Manager to agree to a change to the buyout provisions described in the PPA contract previously approved by the City Council

V. FINANCIAL IMPACT

In order to monetize the value of a federal investment tax credit, the City cannot take ownership of the solar array for at least six years. During that time the City will be purchasing the power under the terms of a power purchase agreement. From the City's perspective, it would be advantageous to buyout the array at the earliest possible date. This would be the beginning of year seven. When discussing the project with the City Council, the City Manager indicated that constraints to the CIP may make it challenging to exercise a buyout at that time. It may make sense to wait until year ten or after to exercise a buyout because the pension obligation bond would be retired by then. While the amendment reduces the City's buyout options it still allows the multiple opportunities to buy out the array.

The original agreement with Revision indicated that the City is responsible for building a power line from the solar array to Ocean Avenue. As part of the negotiations they have agreed to cover any costs for this construction in excess of \$50,000.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Staff has worked closely with Revision throughout the project and has appreciated their dedication to it. While the proposed amendment reduces the City's opportunities to buyout the PPA the number of dates available still offer the City the ability to purchase the system should power rates make this advantageous.

VII. RECOMMENDATION

We recommend approval of the order authorizing the City Manager to enter into the agreement with the amendments to the agreement as noted in the marked up version attached.

VIII. LIST ATTACHMENTS

Draft contract as amended.

Prepared by: Troy Moon, Sustainability Coordinator
Date: 6/5/2017

Bean/agendarequestmemo/rev 11/2015

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date").

Purchaser:	City of Portland	Seller:	Revision-SunFillSunfill North, LLC
Name and Address	City of Portland 389 Congress St. Portland, ME 04101 Attention: Jon Jennings, City Manager	Name and Address	Revision-SunFill Sunfill North, LLC c/o ReVision Energy, LLC 142 Presumpscot St. Portland, ME 04103 Attention: Sam Lavallee, Director of Financing
Phone	(207) 874-8685	Phone	(207) 221-6342
Fax	(207) 874-8669	Fax	(207) 221-1535
E-mail	jjj@portlandmaine.gov	E-mail	sam@revisionenergy.com
Premises Ownership	Purchaser ☒ owns ☐ leases the Premises. List Premises Owner, if different from Purchaser: _____	Additional Seller Information	Revision-SunFill Sunfill North, LLC is a wholly owned subsidiary of ReVision Energy, LLC

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in Exhibit 2 (the "System"), interconnected to the Purchaser's facility described in Exhibit 2 (the "Facility"), and installed on the property upon which the System and Facility are located as described in Exhibit 6 (the "Premises").

The exhibits listed below are incorporated by reference and made part of this Agreement.

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	System Description
<u>Exhibit 3</u>	Credit Information
<u>Exhibit 4</u>	General Terms and Conditions
<u>Exhibit 5</u>	Form of Memorandum of License
<u>Exhibit 6</u>	License Agreement

Purchaser: City of Portland

Seller: ~~ReVision-SunFill~~Sunfill North, LLC

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: Fortunat Mueller _____

Title: _____

Title: Managing Member, ~~ReVision-SunFill~~Sunfill North, LLC

Date: _____

Date: _____

9. System Installation:

Includes:	☒ Design, professional stamped engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System. ☒ Limited Warranty. ☐ List of Approved Subcontractors ☒ Any like substantive equipment, in the sole discretion of the Seller. ☐ State or Utility Rebate, if any. Describe:
Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, utility impact study if applicable, payment bonds, performance bond(s), prevailing wage construction, tree removal, tree trimming, or energy audit, if required.

8. Utility: Central Maine Power

9. Participating Meters:

- a. Generation Meter: New electrical service to be obtained by Purchaser; provided, however, that the Purchaser shall not be required to spend more than Fifty Thousand Dollars (\$50,000.00) to bring such new electrical service to the Facility. If the actual cost of such new service, and any associated costs, exceeds \$50,000.00, Seller shall be responsible for all such costs above \$50,000.00.
- b. Load Meters (account numbers and addresses shown):
 - i. 4410290159013, Oxford Street Shelter
 - ii. 4411438645011, Commercial St.
 - iii. 4411439845011, Riverton Fire Barn
 - iv. 4411440699011, 100 Yellowbird Rd.
 - v. 4411451890011, Peaks Island Public Safety Building
 - vi. 4411547278001, 1001 Westbrook St.
 - vii. 4411606217001, Congress St.
 - viii. 4411671746001, Brackett Ave.
 - ix. 4411438715011, 109 Middle St

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in Exhibit 1, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified in Exhibit 2 (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. If pre-commissioning testing is requested by Seller or Seller's Financing Parties, any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.
3. **Term and Termination.**
 - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in Exhibit 1, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the "Utility"), as set forth on Exhibit 2. This Agreement is effective as of the Effective Date and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in Exhibit 1 (each such additional period, an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
4. **Billing and Payment.**
 - a. **Monthly Energy Charges.** Purchaser shall pay Seller monthly (or quarterly, if Seller elects quarterly invoicing under subsection (d) of this Section 4) for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in Exhibit 1 (the "Contract Price"). The periodic payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during each month of the applicable billing period, as measured by the System meter.

renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"Environmental Incentives" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority, except in no case related to the levying or assessment of property taxes.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission, a state Public Utilities Commission or Independent System Operator), or any arbitrator with authority to bind a party at law.

"Tax Credits" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the "Premises") including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Seller has obtained financing for the System on terms and conditions deemed satisfactory by Seller in its sole and absolute discretion, and Seller's Financing Parties have approved (A) this Agreement and (B) the Construction Agreement (if any) for the System; "Construction Agreement" as used in this subsection means an agreement between Seller and any contractor or subcontractor to install all or part of the System;
- iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits;
- v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then either Party may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement. Seller acknowledges that by letter dated March 14, 2017, the Maine Department of Environmental Protection (DEP) notified Purchaser that it must take measures to promote storm water runoff and mitigate the effects of leachate seep from the landfill cap at the Premises. In the event that Purchaser determines, for any reason, that it is unable to take such measures or otherwise comply with DEP requirements prior to the Condition Satisfaction Date, or any extension thereof, and Purchaser's failure to so comply results in Seller not receiving necessary permits to install the System, Seller, without limiting the generality of the preceding sentences, specifically agrees that it shall not seek, and hereby waives its right to, any costs or damages or other relief from Purchaser, whether the grounds for such relief is based on legal or equitable remedies.

c. **Commencement of Construction.** Seller's obligation to commence construction and installation of the System is conditioned on Seller's receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller's rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the license agreement suitable for recording, substantially in the form attached hereto as **Exhibit 6** (the "License Agreement").

d. **Conditions to Purchaser's Obligations.** Purchaser's obligations under Section 4.a are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall defend, indemnify and hold Purchaser harmless for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises. Seller shall remove any lien or encumbrance filed by any third party in the Cumberland County Registry of Deeds that affects title to the Premises within forty-five (45) days of notification by Purchaser. Seller's obligations under this paragraph shall survive termination of this Agreement.
- h. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Manufacturers' Warranties described in Exhibit 2 to the Agreement and the Warranties in Section 14.c are excluded from the terms of this subparagraph 7.h.

8. **Purchaser's Rights and Obligations.**

- a. **License to the Premises; Facility Access Rights.** Subject to the terms and conditions of the License Agreement attached hereto as Exhibit 6, Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees a revocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across only that portion of the Premises, as generally depicted in the Site Plan in Exhibit 2, Attachment A, as necessary for the sole purpose of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of injury or damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "License Term"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with or willingly permit any third parties to interfere with such rights or access. At request of Seller, Purchaser shall execute a Memorandum of License, and which shall be in form and substance set forth Exhibit 5, or other form agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.
- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to

- i. **Breakdown Notice.** Within twenty-four (24) hours following the discovery by a party of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System, the discovering party shall notify the other of such malfunction or occurrence. Upon the discovery of an emergency condition respecting the System, the discovering party shall notify the other of such condition immediately. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times. Nothing herein imposes any obligation on the Purchaser to inspect or monitor the System, the Facility or the Premises at any time.

9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System**

- a. **System Relocation.** If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System is relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized license agreement covering the substitute premises in form and content substantially similar to the License Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. **Costs of Relocation.** Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at

- iv. Purchaser loses its rights to occupy and enjoy the Premises unless such loss of right results from Seller's default under this Agreement, a Force Majeure event, or from the condemnation, eminent domain or other governmental taking of the Premises;
- v. Purchaser revokes the license granted to Seller pursuant to this Agreement for a reason other than the expiration or earlier termination of this Agreement;
- vi. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vii. Purchaser (a) prevents Seller from installing the System or (b) otherwise fails to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
- viii. Right to Cure. Both Parties shall have a right to cure any default as set forth in this subsection.
 - (1) Cure Period. Neither Party may exercise any right to terminate or suspend this Agreement unless it shall have given the defaulting Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the defaulting Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such default reasonably cannot be cured by the defaulting Party within such period and the defaulting Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.
 - (2) Continuation of Agreement. If the defaulting Party, within the time periods described in subsection a.viii.1 above, cures all defaults under this Agreement in the manner required by this Agreement, then such Party shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

b. Remedies.

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. Notwithstanding any other provision of this Agreement, if Purchaser terminates this contract without cause prior to commencement of System installation, a design cancellation fee of up to five thousand dollars (\$5,000) of documented design expenses shall also apply in addition to any other remedy available to Seller.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):

- ii. Other Agreements. Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - iii. Accuracy of Information. All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
 - iv. Purchaser Status. Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - v. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.
- c. Seller's Representations, Warranties and Covenants. Notwithstanding any other provisions set forth in this Agreement, Seller warrants that its performance and provision of services, and the performance and provision of its subcontractors and suppliers, under the terms of this Agreement will not infringe upon or violate any trademarks, patents, copyrights, trade secrets or other third party property (whether intellectual or otherwise) rights. Seller hereby agrees to indemnify and save the Purchaser, its affiliates, employees, directors, officers, agents, and contractors, harmless from and against, and defend such parties from, all liabilities, claims, costs and damages, including, but not limited to, reasonable attorneys' fees, arising out of any violation of the warranties provided in this paragraph, or otherwise, arising out of any assertion that provision or performance of any of the services, or the use of any of the services, constitutes an infringement upon or violates any patent, trademark, copyright, trade secret, or other intellectual property right. If any material, equipment, document, process, or apparatus provided by Seller, or if any of the services, or the use of any of the same, is held or determined to constitute an infringement upon or violation of any patent, trademark, copyright, trade secret, or other intellectual property right, or the use of any of the same is enjoined, Seller shall, within a reasonable time, secure for the Purchaser, at Seller's own expense, the right to continue to use such material, equipment, document, process, apparatus, and services by either obtaining the suspension or termination of any injunction, procuring for the Purchaser a license or other right to use the same, or obtaining the right in some other manner. In the alternative, and solely at the Purchaser's election, Seller shall, at Seller's expense and without injury or damage to any other property of the Purchaser: (i) replace such material, equipment, document, process, apparatus, and services with non-infringing items of the same quality and function; or (ii) modify such items so that they become non-infringing but perform the same functions and have the same quality as they had prior to such modification.

15. System and Facility Damage and Insurance.

a. System and Facility Damage.

- i. Seller's Obligations. If the System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the Fair Market Value of the System or (2) the Termination Payment. In each case (A) and (B) shall be reduced by the amount of any insurance proceeds available to Seller.
- ii. Purchaser's Obligations. If the Facility or Premises is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility or Premises to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. Insurance Coverage. At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. Seller's Insurance. Prior to the execution of this Agreement, Seller will procure and maintain Automobile Insurance, Commercial General Liability Insurance and Pollution Liability Insurance coverage in amounts

of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located.

- b. Option to Purchase. ~~Beginning on the sixth (6th) anniversary of the Commercial Operation Date (i.e., beginning in the seventh Contract Year),~~ During the seventh (7th), eleventh (11th), or thirteenth (13th) Contract Years, and at the end of the Initial Term or Additional Term, as applicable, non-the-sixth (6th) anniversary of the Commercial Operation Date (i.e., beginning in the seventh Contract Year), provided Purchaser is not in default under this Agreement, Purchaser shall ~~annually~~ have the option to purchase the System from Seller at a price equal to the Fair Market Value of the System at such ~~anniversary date~~ anniversary date, plus, if applicable, a sum equal to the repayment or recapture of Applicable Solar Program or other governmental payments occasioned by the exercise of such option. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the ~~end-start~~ of the applicable Contract Year, or up to one year before the end of the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year, or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System; provided, however, that (i) the Warranties in Section 14.c are excluded from the terms of this subparagraph 16.b and, therefore, shall survive any purchase of the System by Purchaser; and (ii) Seller shall assign to Purchaser any Manufacturers Warranties that are in effect as of the purchase, and which are assignable pursuant to their terms. Upon purchase, Seller shall provide all maintenance and operational records to Purchaser.
- c. Determination of Fair Market Value. "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation and further provided that the values of the License and the Interconnection Agreement shall be imputed and treated as costs for the purpose of the determination of Fair Market Value, and (ii) for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. Indemnification and Limitations of Liability.

- a. General. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all third party loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") arising out of the performance of this Agreement or the breach of any representation or warranty set forth in Section 14.4 and resulting in injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17.17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17.17(c). Provided, however, the Purchaser expressly reserves all immunity and discretionary rights, defenses and protections as provided by Maine law, including but not limited to the Maine Tort Claims Act. The terms of this section 17.a shall survive termination of this Agreement.

officers, shareholders, partners, members, agents and employees, subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages. Further, the damages set forth under this Agreement, including but not limited to any applicable Termination Payment, will not be deemed indirect, special, incidental, exemplary, or consequential.

- ii. Actual Damages. Except with respect to indemnification for third party claims pursuant to Section 17, available insurance coverage pursuant to Paragraph 15.b.i, and damages that result from the negligence or willful misconduct of Seller, Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(c)(iii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within two (2) years after the cause of action accrues.

18. Force Majeure.

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one-hundred and twenty (120) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid). Such termination shall not trigger a default under this Agreement.

19. Assignment and Financing.

- a. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise

as the Party who recovered greater relief in the action; however, if the lawsuit is voluntarily dismissed or dismissed pursuant to a settlement of the case, there will be no prevailing Party for purposes of this Subsection 22.c.

- d. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- e. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7(h) (No Warranty), Section 1515(b) (Insurance Coverage), Section 1747 (Indemnification and Limits of Liability), Section 2222(a) (Choice of Law), Section 2222(b) (Arbitration), Section 2222(c) (Attorneys' Fees), Section 2222(d) (Notices), Section 2222(h) (Comparative Negligence), Section 2222(i) (Non-Dedication of Facilities), Section 2222(n) (Service Contract), Section 2222(o) (No Partnership), Section 2222(p) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 2222(r) (No Third Party Beneficiaries).
- f. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- g. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- h. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- i. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 10 of this Agreement.
- j. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and

iii. ~~Performance Guarantee. Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.~~

Exhibit 5
Form of Memorandum of License

NOTICE OF LICENSE AGREEMENT

Notice is hereby given that pursuant to a Solar Power Purchase Agreement between the parties listed below, dated as of [] (the "Solar Agreement"), such Solar Agreement includes a License Agreement between Purchaser and Seller, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Seller: ReVision SunFill North, LLC
c/o ReVision Energy, LLC
142 Presumpscot St.
Portland, ME 04103

Purchaser: City of Portland
389 Congress St.
Portland, ME 04101

Date of Execution of Solar Agreement: []

Description of Premises: See Exhibit 5, Attachment A [NOTE: City is not granting a license to entire former landfill site, only a portion thereof; description to be provided by City to include the fenced area generally depicted in Exhibit 2, Attachment A together with a right of access over the Access Road depicted in Exhibit 2, Attachment A]

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the twenty-fifth (25th) anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

IN WITNESS WHEREOF, this License Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

GRANTOR:

By: _____
Print Name: _____
Title: _____

STATE OF MAINE
County of Cumberland _____, 2017

Personally appeared before me the above-named Jon P. Jennings, City Manager for the City of Portland, and acknowledged the foregoing instrument is his free act and deed in said capacity, and the free act and deed of the said City of Portland.

Notary Public/Attorney-At-Law

Typed or Printed Name: _____
Commission Expires: _____

STATE OF MAINE
County of Cumberland _____, 2017

Personally appeared before me the above-named _____
for Revision-SunFill North, LLC and acknowledged the foregoing instrument is his or her free act and deed in said capacity, and the free act and deed of the said limited liability company.

Notary Public/Attorney-At-Law

Typed or Printed Name: _____
Commission Expires: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit 5

4. **Reservation of Rights.** The City reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that the City shall not, nor shall willingly permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Licensee. This instrument is a License and no provision hereof shall be construed as conveying an easement or other estate in land. The City reserves all other rights not inconsistent or incompatible with the rights granted herein to Licensee. Licensee acquires no other rights in and to the Property, except as set forth herein.
5. **Title.** The City represents and warrants to Licensee that (a) the City holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Licensee's rights hereunder or under the Solar Agreement. The City further represents and warrants to Licensee that the City has the right to execute and deliver this Agreement and to grant to Licensee the licenses and other rights hereunder, and that such grant does not, and will not, violate or breach the City's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which the City is a party or by or to which any of the City's assets or properties, including the Premises, is bound or subject. In the event that, after the date of this Agreement, the City duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), the City shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Licensee an agreement, in customary form and in form and substance reasonably acceptable to Licensee, acknowledging the subordination of the Subsequent Mortgage to the grant of the license pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** A memorandum of this Agreement may be recorded against the Premises by Licensee at Licensee's sole cost and expense. The City covenants and agrees, for itself and its assigns and successors, that the Licensee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, while this Agreement is in effect, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Maine, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Licensee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** The City shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Licensee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder, provided, however, that such amendments shall not result in any substantial change to the City's rights and obligations under this Agreement or the Solar Agreement.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF, this License Agreement has been executed and delivered under seal on this _____ day of _____, 20____.

CITY OF PORTLAND:

By: _____
Print Name: _____
Title: _____

STATE OF MAINE
County of Cumberland

_____, 2017

Personally appeared before me the above-named Jon P. Jennings, City Manager for the City of Portland, and acknowledged the foregoing instrument is his free act and deed in said capacity, and the free act and deed of the said City of Portland.

Notary Public/Attorney-At-Law

Typed or Printed Name: _____
Commission Expires: _____

~~REVISION-SUNFILL~~ SUNEILL NORTH, LLC

By: _____
Print Name: _____
Title: _____

STATE OF MAINE
County of Cumberland

_____, 2017

Personally appeared before me the above-named _____
for ~~Revision-SunFill~~ Sunfill North, LLC and acknowledged the foregoing instrument is his or her free act and deed in said capacity, and the free act and deed of the said limited liability company.

Notary Public/Attorney-At-Law

Typed or Printed Name: _____
Commission Expires: _____

*Order 284-16/17
Tab 24 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ENDORSING PROJECTS FOR
FEDERAL AND STATE FUNDS THROUGH PORTLAND AREA
COMPREHENSIVE TRANSPORTATION SYSTEM**

ORDERED, that the City of Portland proposals for application for Federal and State funds through the Portland Area Comprehensive Transportation System (PACTS), below, are hereby endorsed.

1. **Brighton Avenue Multimodal Project**, Rowe Avenue to Dartmouth Street: paving, traffic and pedestrian signals, sidewalks and curb ramps, pedestrian crossings and streetscape improvements; total project estimate, \$4.2M (request is to fund Preliminary Design Report (PDR) only);
2. **Washington Avenue Reconstruction Phase II**, north of Cumberland Avenue to past Eastern Promenade: paving, sidewalks and curb ramps, lighting, streetscape; total project estimate, \$4.4M (Note: a stormwater/utility project within this area to be constructed in 2017-2018 will reduce this overall total cost significantly) (request is to fund PDR only); and
3. **Rt. 77/York Street Pedestrian & Bicyclist Access-Safety Project**, State Street to High Street: paving, sidewalks and curb ramps, enhanced bike lane and crosswalk pavement markings and lighting; total project estimate (Portland portion), \$650,000 (Note: this is a joint application with South Portland and Cape Elizabeth and includes construction).

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Bruce Hyman, Transportation Program Manager

DATE: June 12, 2017

SUBJECT: PACTS Request for Council Endorsement of Funding Applications

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 19, 2017 Final Action June 19, 2017 (one read item)

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

Council endorsement is required prior to July 11, 2017. No other council meetings are anticipated to be scheduled prior to that date.

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

None

I. ONE SENTENCE SUMMARY

PACTS requires Council endorsement of three funding applications to advance beyond early project screening/ranking/prioritization for funding consideration for the 2020-2021 construction years; this request does not commit PACTS to fund the projects nor does council endorsement commit Portland to provide the local match for the projects should they be recommended for funding.

II. AGENDA DESCRIPTION

PACTS requires Council endorsement of project applications to advance beyond the first phase of their consideration for funding. This request does not commit PACTS to fund the projects nor does council endorsement commit Portland to provide the local match for the projects should they be recommended for funding.

These project applications and brief descriptions for which PACTS seeks endorsement are:

- **Brighton Avenue Multimodal Project**, Rowe Avenue to Dartmouth Street: paving, traffic/pedestrian signals, sidewalks/curb ramps, pedestrian crossings and streetscape improvements; total project estimate, \$4.2M (request is to fund PDR only)
- **Washington Avenue Reconstruction Ph II**, north of Cumberland Avenue to past Eastern Promenade: paving, sidewalks/curb ramps, lighting, streetscape; total project

estimate, \$4.4M (Note: a stormwater/utility project within this area to be constructed in 2017-2018 will reduce this overall total cost significantly) (request is to fund PDR only)

- **Rt. 77/York Street Pedestrian & Bicyclist Access-Safety Project**, State Street to High Street: paving, sidewalks/curb ramps, enhanced bike lane and crosswalk pavement markings and lighting; total project estimate (Portland portion), \$650,000 (Note: this is a joint application with South Portland and Cape Elizabeth) (The request is to fund construction and is under discussion with MaineDOT/PACTS whether PDR is required.)

III. BACKGROUND

Portland submitted 3 “complex” project applications to PACTS in February 2017 for scoring and ranking versus projects submitted by other eligible municipalities and organizations. Each of Portland’s projects have scored well enough for further assessment and consideration for funding for the 2020-2021 construction horizon. PACTS requires as part of its funding application process that these project applications receive council endorsement before this further assessment and consideration can occur. Commitment of local match, should one or more of these projects be recommended by the PACTS Policy Committee for funding, would be governed by future three-party and two-party agreements with PACTS and/or MaineDOT.

Projects selected for funding (and would be governed by future agreements) are only funded to the Preliminary Design Report stage (approximately 50% design) to refine project scopes and costs. Once PDRs are completed, then PACTS and MaineDOT can advance them for construction funding.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Council endorsement will allow these projects to be further assessed and considered for funding by PACTS and MaineDOT staff.

V. FINANCIAL IMPACT

Endorsement does not commit the Council to fund local match should funding be offered for the projects. The cumulative construction total for the three projects is \$9.25M. Potential future local match requirements (25%) – should all three projects be funded - may total approximately \$2.3M over several years.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Each of these projects contain infrastructure that is failing and/or needs to be brought up to current equipment/facility standards for continued safety and operation of the infrastructure.

The cumulative construction total for the three projects is \$9.25M. Potential future local match requirements (25%) – should all three projects be funded - may total approximately \$2.3M over several years.

RECOMMENDATION

Public Works and Planning and Urban Development staff recommend the endorsement of the funding applications to allow the further assessment and consideration of these projects for funding. The projects rehabilitate and modernize infrastructure on critical multimodal transportation corridors within the city.

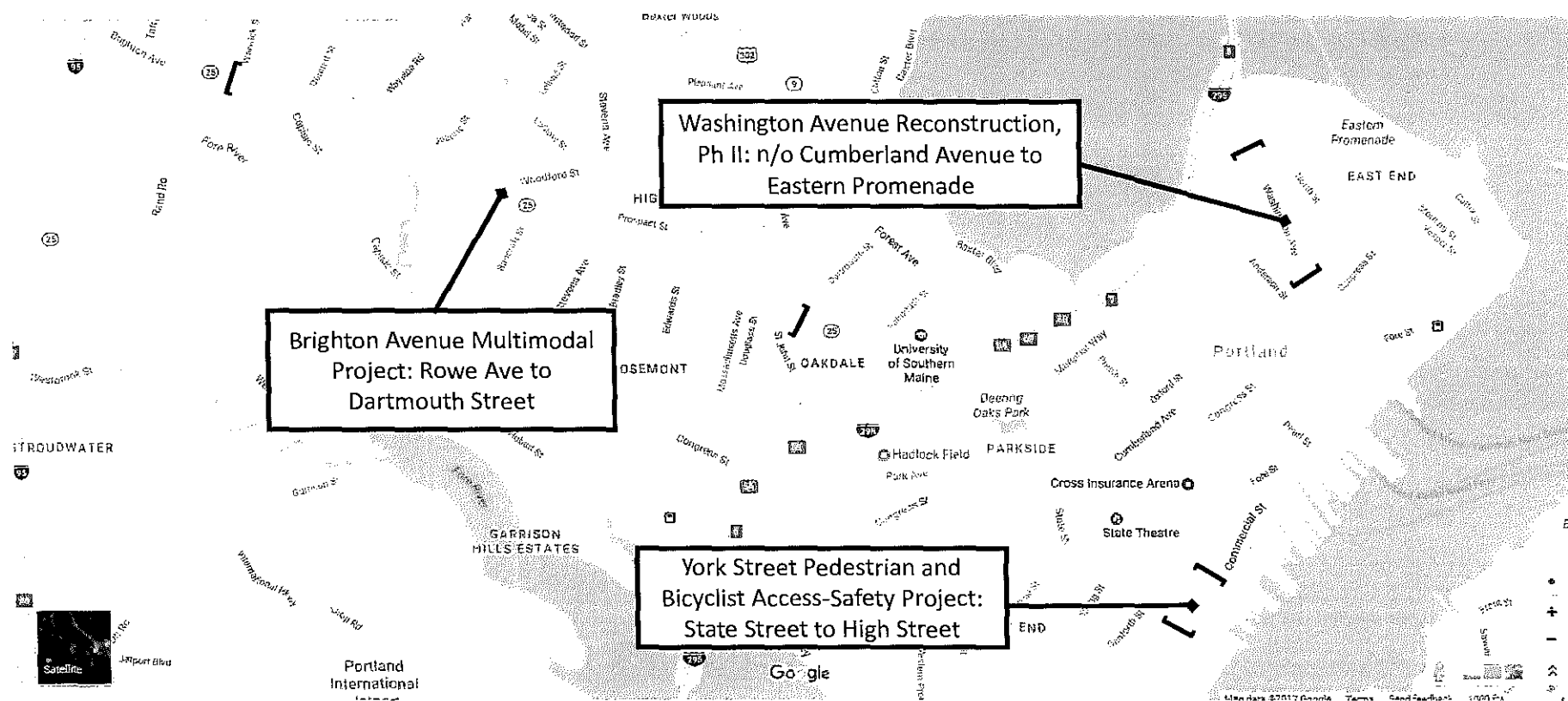
VII. LIST ATTACHMENTS

A. Map of proposed project locations

Prepared by: Bruce Hyman

Date: June 8, 2017

PACTS 2020 – 2021 “Complex Projects” TIP Application Project Locations



Map source: Google maps.

*Order 285-16/17
Tab 25 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING PAYMENT FOR CITY PROPERTY
AND WAIVING DAMAGE CLAIMS RE: MAINE DEPARTMENT OF
TRANSPORTATION RECONSTRUCTION WORK ON FOREST AVENUE**

ORDERED, that payment in the amount of \$12,350 from the Maine Department of Transportation as just compensation for the eminent domain taking of 1,349 square feet of City of Portland property on Forest Avenue is hereby accepted; and

BE IT FURTHER ORDERED, that damages are hereby waived for the transfer of this property to the State of Maine.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Victoria Morales, Associate Corporation Counsel

DATE: May 24, 2017

SUBJECT: Order Accepting Payment for City Property and Waiving Damage Claims Re: Maine Department of Transportation Reconstruction Work on Forest Avenue

SPONSOR: Danielle West-Chuhta, Corporation Counsel

(If sponsored by a Council committee, include the date the committee met, the results of the vote, and the meeting minutes.) This is not sponsored by a Committee.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action June 19, 2017

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

PRESENTATION: (List the presenter(s), type and length of presentation) Unnecessary, but Victoria Morales has worked on this if needed.

I. ONE SENTENCE SUMMARY

This item requests council acceptance of Maine Department of Transportation's offer of just compensation in the amount of \$12,350.00 for the eminent domain taking of 1,349 square feet along Forest Avenue in order for it to carry out the full road reconstruction of the Forest Avenue Woodford's Corner Project.

II. AGENDA DESCRIPTION

The Maine Department of Transportation (MDOT) is undertaking a reconstruction of Forest Avenue, which is also State Highway 14, and widening the road. Landowners along the reconstruction route have received notice of the project and of the State's taking by eminent domain however much of their property along the street is needed to complete the project. Council action is required to accept MDOT's offer of just compensation in the amount of \$12,350.00 for the eminent domain taking of 1,349 square feet of City of Portland property along Forest Avenue for the Forest Avenue Woodford's Corner Project. The offer has been reviewed and approved by the Office of Corporation Counsel and the Department of Public Works. An appraisal of the property supports the payment as the fair market value of the land being transferred to the State.

III. BACKGROUND

The City has partnered with the MDOT on the full reconstruction of Forest Avenue, in the Woodfords Corner section of the road. As a part of the reconstruction, the State, pursuant to 23 M.R.S. § 153-B, has determined that it requires the eminent domain taking of certain parcels most aptly characterized as strip takings, which constitute narrow strips of land along the current road. One such parcel, parcel 21, is owned by the City of Portland and totals approximately 1,349 square feet.

The MDOT has appraised parcel 21 at \$12,350.00, and has made an offer of just compensation to the City in that amount. Pursuant to 23 M.R.S. § 154(2)(H), the City Council may appeal this award of just compensation to the State Claims Commission for an assessment of damages.

The City has been working collaboratively with the MDOT to carry out this important transportation project. The parcel acquired by the State is a strip of land along a City street, which by itself, is not a buildable lot and does not have market value outside of this project. Accordingly, it is recommended that the Council accept this offer of just compensation rather than appeal the offer to the State Claims Commission.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Acceptance of MDOT's award of just compensation for the taking of City-owned parcel 21.

V. FINANCIAL IMPACT

The Acceptance of \$12,350.00 will be a net gain for the City.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Please see Background, Section III.

VII. RECOMMENDATION

The Office of Corporation Counsel recommends that the Council accept this offer of just compensation. The property has been appraised appropriately and it is not a buildable lot that could be used for any other purpose. Furthermore, the City has been working collaboratively with the State to ensure the successful completion of this important project.

VIII. LIST ATTACHMENTS

1. The State of Maine Notice of Offer of Just Compensation, dated April 24, 2017.
2. Order Accepting Payment for City Property and Waiving Damage Claims Re: Maine Department of Transportation Reconstruction Work on Forest Avenue

Prepared by: Victoria Morales

Date: May 24, 2017



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

CITY OF PORTLAND, MAINE

APR 26 2017

City Managers Office

David Bernhardt
COMMISSIONER

IN REPLY PLEASE REFER TO:

Date: 04/24/2017

City of Portland
c/o Jon Jennings, City Manager
389 Congress Street
Portland, ME 04101

PIN: 020543.00
Town/City: Portland
Parcel No: 21

Dear Property Owner(s):

As recently explained by our Property Officer, the Project in **Portland** is being advanced to the construction phase. The Department of Transportation has therefore proceeded to acquire title by eminent domain to the land and/or rights in land necessary for the construction of the project.

A "Notice of Taking" in accordance with Title 23 M.R.S.A. Sections 151 to 159 was recorded in the **Cumberland** County Registry of Deeds on 04/24/2017, at which time the title to the land was vested in the State in fee simple, or in the case of rights taken, such lesser estate, as specified in the taking, was vested in the State. A copy of this Notice of Taking, a print of the right of way map showing that portion of your land or rights taken and a Statement of Determined Damages are enclosed.

Under certain circumstances, the Statutes provide for reimbursement of a pro-rata share of the real property taxes for the year in which the State acquired the property. (Maine Revised Statutes Title 23, Sub-Chapter III, Section 161). This is in addition to other payments authorized as a result of such acquisition. This amount has been computed to be \$0.00.

Therefore, the State Treasurer's Check No. **0011094312** in the amount of **\$12,350.00** represents the amount of damages due you according to the appraisal of your property, made in conformity with State and Federal laws, rules and regulations, as previously explained to you by the Department's representative, plus the amount of pro-rated taxes shown in the previous paragraph.

The following is extracted and summarized from Title 23, Section 154, and is included for your information. The check issued to you represents the State's offer of just compensation. Cashing the check will not jeopardize negotiations and will not be construed as acceptance of the offer. In a case where there is multiple ownership, the check may be served on any one of the owners.

Form AD-1a
Revised: 02/26/2014



PRINTED ON RECYCLED PAPER

Enclosed Check No.: 0011094312

Amount: \$ 12,350.00

Payable To: **City of Portland**
Sent To: **City of Portland**

If after 60 days no agreement of just compensation has been reached, the Department shall immediately file a petition with the State Claims Commission for assessment of damages.

Because it is the desire of the Department to reach an agreement with all owners, its representative will again contact you to discuss the matter with you.

If in the meantime any questions arise, please contact us.

Sincerely,



Andrew Johnson
MaineDOT

Enclosed:

Check
Copy of Taking
Print of Right-of-Way Map
Statement of Damages

AP-19

DEPARTMENT OF TRANSPORTATION
PROPERTY OFFICE
STATEMENT OF DETERMINED DAMAGES

Town: Portland
Project No.: STP-2054(300)
PIN: 020543.00

Apparent Owner: City of Portland

Parcel/Item No.: 21

Proposed Date of Possession by the State
Land or Rights in Land
Buildings
April 24, 2017

Following is a statement by the Department of Transportation regarding the above-referenced parcel or parcels of land.

- A. The highest and best use of the property at the date of taking. **Add to Land of Others**
- B. The fair market value of the real property taken as of the date of taking. **\$12,350.00**
- C. Offering price. **\$12,350.00**

NOTICE OF LAYOUT AND TAKING

The State of Maine by its Department of Transportation does hereby give notice to all whom it may concern:

That the Department of Transportation in accordance with the authority of Title 23 M.R.S. Section 651, has determined that public exigency requires the altering, widening, changing the grade, changing the drainage, laying out and establishing of a portion of State Highway "14" (Forest Avenue) in the City of Portland, County of Cumberland.

That the Department of Transportation, in accordance with Title 23 M.R.S. Sections 701 and 651, hereby lays out the location of a portion of State Highway "14" (Forest Avenue) in the City of Portland.

That the Department of Transportation, in accordance with Title 23 M.R.S. Sections 651 and 151 to 159, has determined that public exigency requires the taking in fee simple all lands as hereinafter described, and all rights in land as specified and as shown on a Right-of-Way Map, State Highway "14" (Forest Avenue), City of Portland, Federal Aid Project No. STP-2054(300), (W.I.N. 020543.00), dated February 2017, on file in the Office of the Department of Transportation, (D.O.T. File No. 3-618) and to be recorded in the Registry of Deeds of Cumberland County, a print of which is on file in the office of the County Commissioners of Cumberland County.

Base Line Descriptions

State Highway "14" (Forest Avenue) Base Line

Beginning at a point in the present traveled way of State Highway "14" (Forest Avenue) at its intersection with Lincoln Street and designated as Sta. 12+00.00;

Thence N. 49°38'02" W. six hundred sixty-three and sixteen hundredths (663.16) feet to P.C. Sta. 18+63.16;

Thence northwesterly by a 28°38'52.0" curve to the right, one hundred forty-one and forty-seven hundredths (141.47) feet to P.T. Sta. 20+04.63;

Thence N. 09°06'18" W. one hundred sixty-two and seventy five hundredths (162.75) feet to P.C. Sta. 21+67.38;

Thence northwesterly by a $05^{\circ}12'31''$ curve to the left, two hundred ninety-nine and ninety-seven hundredths (299.97) feet to P.T. Sta. 24+67.35;

Thence N. $24^{\circ}43'46''$ W. one hundred sixteen and sixty hundredths (116.60) feet to P.C. Sta. 25+83.95;

Thence northwesterly by a $02^{\circ}51'53''$ curve to the right, one hundred twenty and fifty hundredths (120.50) feet to P.T. Sta. 27+04.45;

Thence N. $21^{\circ}16'39''$ W. two hundred ninety-five and fifty-five hundredths (295.55) feet to Sta. 30+00.00 at a point in the present traveled way of State Highway "14" (Forest Avenue).

State Highway "76" (Deering Avenue) Base Line

Beginning on the State Highway "14" (Forest Avenue) Base Line at Sta. 19+40.62, which point equals Sta. 400+00.00 on the State Highway "76" (Deering Avenue) Base Line.

Thence S. $03^{\circ}24'08''$ W. sixty-six and ninety-three hundredths (66.93) feet to P.C. Sta. 400+66.93;

Thence southerly by a $19^{\circ}05'55''$ curve to the left, seventy-three and forty-one hundredths (73.41) feet to P.T. Sta. 401+40.34;

Thence S. $10^{\circ}37'01''$ E. fifty-two and ninety-six hundredths (52.96) feet to P.C. Sta. 401+93.30;

Thence southeasterly by a $07^{\circ}09'43''$ curve to the left, eighty-one and fifty hundredths (81.50) feet to P.T. Sta. 402+74.80;

Thence S. $16^{\circ}27'12''$ E. sixty-five and twenty hundredths (65.20) feet to Sta. 403+40.00 at a point in the present traveled way of State Highway "76" (Deering Avenue).

State Highway "87" (Route 9/Woodford Street) Base Line

Beginning at a point in the present traveled way of State Highway "87" (Route 9/Woodford Street) and designated as Sta. 51+00.00;

Thence S. $86^{\circ}59'56''$ E. one hundred eighty-two and thirty-four hundredths (182.34) feet to P.C. Sta. 52+82.34;

Thence easterly by a $05^{\circ}43'47''$ curve to the left and passing through Sta. 52+95.28 which point equals Sta. 19+40.62 on the State Highway "14" (Forest Avenue) Base Line, twenty-seven and sixteen hundredths (27.16) feet to P.T. Sta. 53+09.50;

Thence S. $88^{\circ}33'19''$ E. one hundred ninety and fifty hundredths (190.50) feet to Sta. 55+00.00 at a point in the present traveled way of Woodford Street.

State Aid Highway No. 31 (Vannah Street) Base Line

Beginning on the State Highway "14" (Forest Avenue) Base Line at Sta. 23+83.76 which point equals Sta. 500+00.00 on the State Aid Highway No. 31 (Vannah Street) Base Line;

Thence S. $81^{\circ}18'01''$ E. two hundred and no hundredths (200.00) feet to Sta. 502+00.00 at a point in the present traveled way of State Aid Highway No. 31 (Vannah Street).

Saunders Street Base Line

Beginning on the State Highway "14" (Forest Avenue) Base Line at Sta. 23+83.76 which point equals Sta. 700+00.00 on the Saunders Street Base Line;

Thence S. $69^{\circ}36'49''$ W. sixteen and eight hundredths (16.08) feet to P.C. Sta. 700+16.08;

Thence westerly by a $114^{\circ}35'30''$ curve to the right, twenty-five and sixty-one hundredths (25.61) feet to P.T. Sta. 700+41.69;

Thence N. $81^{\circ}02'31''$ W. ninety-three and seven hundredths (93.07) feet to Sta. 701+34.76 at a point in the present traveled way of Saunders Street.

State Aid Highway No. 6 (Ocean Avenue) Base Line

Beginning on the State Highway "14" (Forest Avenue) Base Line at Sta. 23+83.76 which point equals Sta. 600+00.00 on the State Aid Highway No. 6 (Ocean Avenue) Base Line;

Thence N. $32^{\circ}13'13''$ E. two hundred and no hundredths (200.00) feet to Sta. 602+00.00 at a point in the present traveled way of State Aid Highway No. 6 (Ocean Avenue).

DESCRIPTION OF FEE TAKING

All land, buildings, and rights in land within the following described boundaries, are hereby taken in fee simple:

Area 1

Beginning at a point in the present southwesterly line of State Highway "14" (Forest Avenue), said point being about forty (40) feet southwesterly from and as measured along a line at right angles to the State Highway "14" (Forest Avenue) Base Line at Sta. 16+39;

Thence southerly by a direct course about thirteen (13) feet to a point in the present northwesterly line of Revere Street, said point being about fifty-two (52) feet southwesterly from and as measured along a line at right angles to the Base Line at Sta. 16+33;

Thence northeasterly along the present northwesterly line of Revere Street, as the same may run, about thirteen (13) feet to the point of intersection with the present southwesterly line of State Highway "14" (Forest Avenue), said point being about forty (40) feet southwesterly from and as measured along a line at right angles to the Base Line at about Sta. 16+32;

Thence northwesterly along the present southwesterly line of State Highway "14" (Forest Avenue), about seven (7) feet to the point of beginning. Being shown on the beforementioned Right-of-Way Map as Parcel No. (7).

Area 2

Beginning at a point in the present easterly line of State Highway "14" (Forest Avenue), said point being about thirty-four (34) feet easterly from and as measured along a line at right angles to the State Highway "14" (Forest Avenue) Base Line at Sta. 20+08;

Thence southerly and southeasterly along the present easterly line of State Highway "14" (Forest Avenue), as the same may run, about forty-four (44) feet to the point of intersection with the present northerly line of Woodford Street, said point being about twenty-eight (28) feet northerly from and as measured along a line at right angles to the Woodford Street Base Line at about Sta. 53+22;

Thence easterly along the present northerly line of Woodford Street about five (5) feet to a point about twenty-eight (28) feet northerly from and as measured along a line at right angles to the Woodford Street Base Line at Sta. 53+27;

Thence northwesterly by a direct course about twenty-four (24) feet to a point thirty-seven and three tenths (37.3) feet northeasterly from and as measured along a line normal to the State Highway "14" (Forest Avenue) Base Line at Sta. 19+82;

Thence northwesterly by a direct course about twenty-two (22) feet to the point of beginning. Being shown on the beforementioned Right-of-Way Map as Parcel No. (13).

Area 3

Beginning at a point in the present westerly line of State Highway "14" (Forest Avenue), said point being about thirty-four and three tenths (34.3) feet southwesterly from and as measured along a line normal to the State Highway "14" (Forest Avenue) Base Line at Sta. 23+20;

Thence northerly along the present westerly line of State Highway "14" (Forest Avenue), about forty (40) feet to the point of intersection with the present southerly line of Saunders Street, said point being about thirty-three (33) feet southwesterly from and as measured along a line normal to the State Highway "14" (Forest Avenue) Base Line at about Sta. 23+61;

Thence westerly along the present southerly line of Saunders Street about twenty-nine (29) feet, to a point about twenty-one (21) feet southerly from and as measured along a line at right angles to the Saunders Street Base Line at Sta. 700+50;

Thence southerly along said right angle line about one (1) foot to a point twenty-two (22) feet southerly of the Base Line;

Thence easterly by a direct course, eleven and ninety-two hundredths (11.92) feet to a point forty-eight (48) feet southwesterly from and as measured along a line normal to the State Highway "14" (Forest Avenue) Base Line at Sta. 23+69;

Thence southeasterly by a direct course ten and forty-five hundredths (10.45) feet to a point forty (40) feet southwesterly from and as measured along a line normal to the State Highway "14" (Forest Avenue) Base Line at Sta. 23+62;

Thence southeasterly by a direct course twelve and sixty-two hundredths (12.62) feet to a point thirty-five (35) feet southwesterly from and as measured along a line normal to the Base Line at Sta. 23+50;

Thence southeasterly by a direct course about twenty-nine (29) feet to the point of beginning. Being shown on the beforementioned Right-of-Way Map as Parcel No. (18).

Area 4

Beginning at a point in the intersection of the present southwesterly line of State Highway "14" (Forest Avenue) with the present northerly line of Saunders Street, said point being about forty-four (44) feet southwesterly from and as measured along a line normal to the State Highway "14" (Forest Avenue) Base Line at about Sta. 24+18;

Thence westerly along the present northerly line of Saunders Street about twenty (20) feet to the point of intersection with the present easterly line of land of Portland Terminal Company and the present westerly line of land now or formerly of Heirs of Samuel Saunders, said point being about twenty-one (21) feet northerly from and as measured along a line at right angles to the Saunders Street Base Line at about Sta. 700+78;

Thence northerly along the present easterly line of land of said Portland Terminal Company and along the present westerly line of land of said Heirs, about forty-one (41) feet to a point in the present southwesterly line of State Highway "14" (Forest Avenue), said point being about forty-two (42) feet southwesterly from and as measured along a line at right angles to the State Highway "14" (Forest Avenue) Base Line at about Sta. 24+67;

Thence southeasterly along the present southwesterly line of State Highway "14" (Forest Avenue) about forty-eight (48) feet to the point of beginning. Being shown on the beforementioned Right-of-Way Map as Parcel No. (26).

Area 5

Beginning at a point fifty (50) feet northeasterly from and as measured along a line at right angles to the State Highway "14" (Forest Avenue) Base line at P.C. Sta. 25+83.95;

Thence northeasterly by a direct course twenty and fifteen hundredths (20.15) feet to a point fifty-five (55) feet northeasterly from and as measured along a line normal to the Base Line at Sta. 26+04;

Thence northwesterly along a curved line fifty-five (55) feet northeasterly from and concentric with the Base Line, twenty and forty-two hundredths (20.42) feet to a point fifty-five (55) feet northeasterly from and as measured along a line normal to the Base Line at Sta. 26+25;

Thence northwesterly by a direct course seventeen and seventy-two hundredths (17.72) feet to a point forty-five (45) feet northeasterly from and as measured along a line normal to the Base Line at Sta. 26+40;

Thence northwesterly along a curved line forty-five (45) feet northeasterly from and concentric with the Base Line, sixty-three and no hundredths (63.00) feet to a point forty-five feet northeasterly from and as measured along a line at right angles to the Base Line at P.T. Sta. 27+04.45;

Thence northwesterly by a direct course ninety-five and sixty-nine hundredths (95.69) feet to a point forty (40) feet northeasterly from and as measured along a line at right angles to the Base Line at Sta. 28+00;

Thence northwesterly by a direct course about one hundred two (102) feet to a point in the present westerly line of land now or formerly of Portland Terminal Company, said point being thirty-three (33) feet northeasterly from and as measured along a line at right angles to the Base Line at about Sta. 29+01.5;

Thence southerly along the present westerly line of land of said Portland Terminal Company about fourteen (14) feet to a point in the present northeasterly line of State Highway "14" (Forest Avenue), said point being about thirty-one (31) feet northeasterly from and as measured along a line at right angles to the Base Line at about Sta. 28+87;

Thence southeasterly along the present northeasterly line of State Highway "14" (Forest Avenue), as the same may run, about four hundred forty (440) feet to the point of intersection with the present northwesterly line of State Aid Highway No. 6 (Ocean Avenue), said point being about thirty-three (33) feet northeasterly from and as measured along a line normal to the Base Line at about Sta. 24+48;

Thence northeasterly along the present northwesterly line of State Aid Highway No. 6 (Ocean Avenue), as the same may run, about one hundred twenty-two (122) feet to a point about twenty-seven (27) feet northwesterly from and as measured along a line at right angles to the State Aid Highway No. 6 (Ocean Avenue) Base Line at Sta. 601+83;

Thence northwesterly along said right angle line about eight (8) feet to a point thirty-five (35) feet northwesterly of the Base Line;

Thence southwesterly by direct course ninety-one and no hundredths (91.00) feet to a point fifty (50) feet northwesterly from and as measured along a line at right angles to the State Highway "14" (Forest Avenue) Base Line at Sta. 24+72;

Thence N. $24^{\circ}43'46''$ W. one hundred eleven and ninety-five hundredths (111.95) feet to the point of beginning. Being shown on the beforementioned Right-of-Way Map as Parcel Nos. (21), (22), (24) and (27).

Area 6

Beginning at a point forty-five (45) feet southwesterly from and as measured along a line at right angles to the State Highway "14" (Forest Avenue) Base Line at Sta. 24+90;

Thence N. $24^{\circ}43'46''$ W. sixty-seven and no hundredths (67.00) feet to a point forty-five (45) feet southwesterly from and as measured along a line at right angles to the Base Line at Sta. 25+57;

Thence southwesterly along said right angle line, eleven and no hundredths (11.00) feet to a point fifty-six (56) feet southwesterly of the Base Line;

Thence northeasterly by a direct course twenty-five and fifty hundredths (25.50) feet to a point forty-five (45) feet southwesterly from and as measured along a line at right angles to the Base Line at Sta. 25+80;

Thence N. $24^{\circ}43'46''$ W. three and ninety-five hundredths (3.95) feet to a point forty-five (45) feet southwesterly from and as measured along a line at right angles to the Base Line at P.C. Sta. 25+83.95;

Thence northwesterly along a curved line forty-five (45) feet southwesterly from and concentric with the Base Line, about one hundred five (105) feet to a point in the present southerly line of Concord Street, said point being forty-five (45) feet southwesterly from and as measured along a line normal to the Base Line at about Sta. 26+87;

Thence easterly along the present southerly line of Concord Street about fourteen (14) feet to the point of intersection with the present westerly line of State Highway "14" (Forest Avenue), said point being about thirty-one (31) feet southwesterly from and as measured along a line normal to the Base Line at about Sta. 26+85;

Thence southeasterly along the present southwesterly line of State Highway "14" (Forest Avenue) about two hundred twenty (220) feet to the point of intersection with the present easterly line of land now or formerly of Portland Terminal Company, said point being about forty-two (42) feet southwesterly from and as measured along a line at right angles to the Base Line at about Sta. 24+67;

Thence northwesterly by a direct course about twenty-three (23) feet to the point of beginning. Being shown on the beforementioned Right-of-Way Map as Parcel Nos. (20) and (23).

EXCEPTIONS AND RESERVATIONS

There is excepted and reserved from the before described taking in fee simple:

All existing utility company rights-of-way and/or easements, however acquired, and located within the aforescribed boundaries, EXCEPTING any that may be specifically set forth in the hereinafter Informative Summary.

All land and rights in land as lie within the beforedescribed boundaries and shown on the Right-of-Way Map as Parcel No. (27), from about Station 26+14 to about Station 27+80 Right, and now or formerly of WEC 98G-16 LLC.

All land and rights in land as lie within the beforedescribed boundaries and shown on the Right-of-Way Map as Parcel No. (20) from about Station 24+67 to about Station 25+93 Left and from about Sta. 27+76 to about Sta. 29+01.5 Right and shown on the Right-of-Way Map as Parcel No. (24), both of which are now or formerly of Portland Terminal Company.

DESCRIPTIONS OF EASEMENT AND/OR RIGHTS TAKING

The following described easement and/or rights in land are taken at the locations, in the manner, to the extent specified and as shown on the right-of-way map hereinbefore mentioned:

CONSTRUCTION AND MAINTENANCE EASEMENT

The perpetual right to enter upon land outside of and adjoining the boundary lines of the above-referenced highway for all purposes necessary to construct, install, maintain, repair, remove and/or replace structures appurtenant to the Project as listed by type, below, within the limits defined by the "Construction and Maintenance Easement Limits" as shown on the above-referenced Right of Way map, at the following locations:

Parcel/ Item	Apparent Owner	Type	Location Lt./Rt.
17	Gregory F. Merrill, Personal Representative of the Estate of Fred J. Merrill Paul John Merrill, Jr. Timothy M. Merrill James M. Merrill	Directional Sign Pole	Sta. 22+36 to Sta. 22+47 Lt.
25	Stephen E. Mardigan	Directional Sign Pole	Sta. 27+26 to Sta. 27+32 Lt.

HIGHWAY EASEMENT

The perpetual right to enter, to construct and to maintain a public way in, over and upon land within the hereinbefore described boundaries as follows:

1. Land of Portland Terminal Company from about Sta. 24+67 to about Sta. 25+93 Left and shown on a Right-of-Way Map as Parcel No. (20), and from about Sta. 27+76 to about Sta. 29+01.5 Right and shown on the Right-of-Way Map as Parcel No. (24).
2. Land of WEC 98G-16 LLC, from about Sta. 26+14 to about Sta. 27+80 Right and shown on the Right-of-Way Map as Parcel No. (27).

TEMPORARY CONSTRUCTION RIGHTS

The right, for the duration of the period of the Project construction as determined by the date of completion of construction according to the records of the Department of Transportation, to enter upon land outside of and adjoining the boundary lines of the above-referenced highway to perform the work as set forth below within the limits defined as "Temporary Construction Limits" as shown on the above-referenced Right-of-Way map.

Said right may include, but is not limited to, necessary excavating, placing of fill material, curbing, loarning, seeding, paving, installation of structures, removal of trees, shrubs, bushes and other growth, selective cutting, trimming, and other necessary incidental work in grading said adjoining land, in addition to the temporary placement of utility poles including all related fixtures, overhead wires, guys, etc. in order to allow for project construction in accordance with all governing regulations and other requirements of law.

Parcel/ Item	Apparent Owner	Location: Lt./Rt.
1	Daniel K. Lucas Tina B. Lucas	Sta. 13+15 to Sta. 13+85 Rt.
2	Michael Furey Trustee of the Furey Family Revocable Trust	Sta. 13+85 to Sta. 14+20 Rt.
3	Office Rentals, LLC	Sta. 14+20 to Sta. 14+50 Rt.
4	Owner Unknown	Sta. 14+50 to Sta. 14+57 Rt.
5	MKC Properties, Inc.	Sta. 14+57 to Sta. 14+68 Rt.

Parcel/ Item	Apparent Owner	Location: Lt./Rt.
7	Lee Rentals LLC	Sta. 16+37 to Sta. 17+28 Lt. Sta. 402+22 to Sta. 403+03 Lt. (S.H. "76"/Deering Avenue)
8	Odd Fellows Hall Company of Deering	Sta. 16+77 to Sta. 16+97 Rt.
9	SM & A Properties, LLC	Sta. 17+26 to Sta. 17+30 Lt.
10	Kaplan 536 LLC	Sta. 401+89 to Sta. 402+40 Rt. (S.H. "76"/Deering Avenue)
12	CRT VIII, LLC	Sta. 401+30 Rt. (S.H. "76"/Deering Avenue) to Sta. 51+84 Rt. (S.H. "87"/Route 9)
13	669 Forest Avenue, LLC	Sta. 53+35 Lt. (Woodford Street) to Sta. 20+09 Rt. (S.H. "14/Forest Avenue)
14	Old Valle's LLC	Sta. 51+33 Lt. (S.H. "87"/Route 9) to Sta. 21+01 Lt. (S.H. "14/Forest Avenue)
15	United USA, LLC	Sta. 20+75 to Sta. 20+86 Rt.
16	P.J. Merrill Sea Food, Inc.	Sta. 20+85 to Sta. 21+11 Rt.
17	Gregory F. Merrill, Personal Representative of the Estate of Fred J. Merrill Paul John Merrill, Jr. Timothy M. Merrill James M. Merrill	Sta. 21+01 to Sta. 21+17 Lt. Sta. 21+48 to Sta. 22+48 Lt.
18	Xenia Mantgiaris	Sta. 23+01 Lt. (S.H. "14/Forest Avenue) to Sta. 700+50 Lt. (Saunders Street)
19	The Thurston Family LLC	Sta. 500+70 Lt. (S.A. Hwy. No. 3/Vannah Street) to Sta. 600+84 Rt. (S.A. Hwy. No. 6/ Ocean Street)
20	Portland Terminal Company	Sta. 24+56 to Sta. 25+11 Lt. Sta. 25+42 to Sta. 25+57 Lt.

Parcel/ Item	Apparent Owner	Location: Lt./Rt.
22	WEC 98G-16 LLC	Sta. 25+14 to Sta. 25+47 Rt. Sta. 25+78 to Sta. 26+82 Rt.
23	Delta Realty LLC	Sta. 25+46 to Sta. 26+99 Lt.
24	Portland terminal Company	Sta. 28+50 to Sta. 28+78 Rt.
25	Stephen E. Mardigan	Sta. 27+27 to Sta. 27+87 Lt.
27	WEC 98G-16 LLC	Sta. 26+53 to Sta. 27+30 Rt.

INFORMATIVE SUMMARY

The following is a list summarizing the parcel or item numbers, names of apparent owners of record of land and rights involved, estimated areas, and rights affected, within and adjacent to the before-referenced highway boundaries, as shown on the beforementioned right-of-way map:

Parcel/ Item No.	Apparent Owner	Area	Slopes	Drainage	Temp. Const. Rights	Other Rights & Bldgs.
1	Daniel K. Lucas Tina B. Lucas	None	None	None	Yes	None
2	Michael Furey Trustee of the Furey Family Revocable Trust	None	None	None	Yes	None
3	Office Rentals, LLC	None	None	None	Yes	None
4	Owner Unknown	None	None	None	Yes	None
5	MKC Properties, Inc.	None	None	None	Yes	None
7	Lee Rentals LLC	59 ± Sq. Ft.	None	None	Yes	None
8	Odd Fellows Hall Company of Deering	None	None	None	Yes	None
9	SM & A Properties, LLC	None	None	None	Yes	None

Parcel/ Item No.	Apparent Owner	Area	Slopes	Drainage	Temp. Const. Rights	Other Rights & Bldgs.
10	Kaplan 536 LLC	None	None	None	Yes	None
12	CRT VIII, LLC	None	None	None	Yes	None
13	669 Forest Avenue, LLC	125 ± Sq. Ft.	None	None	Yes	None
14	Old Valle's LLC	None	None	None	Yes	None
15	United USA, LLC	None	None	None	Yes	None
16	P.J. Merrill Sea Food, Inc.	None	None	None	Yes	None
17	Gregory F. Merrill, Personal Representative of the Estate of Fred J. Merrill Paul John Merrill, Jr. Timothy M. Merrill James M. Merrill	None	None	None	Yes	Const. & Maint. Ease.
18	Xenia Mantgiaris	116 ± Sq. Ft.	None	None	Yes	None
19	The Thurston Family LLC	None	None	None	Yes	None
20	Portland Terminal Company	751 ± Sq. Ft. (Hwy. Base.)	None	None	Yes	None
21	City of Portland	1349 ± Sq. Ft.	None	None	None	None
22	WEC 98G-16 LLC	3804 ± Sq. Ft.	None	None	Yes	None
23	Delta Realty LLC	1411 ± Sq. Ft.	None	None	Yes	None

Parcel/ Item No.	Apparent Owner	Area	Slopes	Drainage	Temp. Const. Rights	Other Rights & Bldgs.
24	Portland Terminal Company	761 ± Sq. Ft. (Hwy. Ease.)	None	None	Yes	None
25	Stephen E. Mardigan	None	None	None	Yes	Const. & Maint. Ease.
26	Heirs of Samuel Saunders	404 ± Sq. Ft. (Entire Lot)	None	None	None	None
27	WEC 98G-16 LLC	1834 ± Sq. Ft. (Hwy. Ease.)	None	None	Yes	None

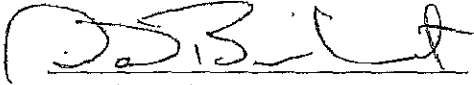
PORTLAND
STP-2054(300)
WIN: 020543.00

The Department of Transportation directs that this Notice of Layout and Taking be recorded in the Registry of Deeds of Cumberland County and filed with the City Clerk of the City of Portland and with the County Commissioners of Cumberland County and published in "The Portland Press Herald" a newspaper of general circulation in the County where said highway is located, and also directs that a copy of the Right-of-Way Map be filed with the County Commissioners of said County and also that Notice be sent by Certified Mail to any Owners and Mortgagees of Record.

Dated at Augusta, Maine

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

4-19-17
Date


David Bernhardt, Commissioner

STATE OF MAINE
COUNTY OF KENNEBEC

Date 4.19.17

Personally appeared the above named David Bernhardt, Commissioner, Department of Transportation, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the State of Maine.

Before me, 
Notary Public 
Print Name:
My Commission Expires:

*Order 286-16/17
Tab 26 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER REFERRING THE ISSUE OF THE ENHANCEMENT OF ISLANDER
LONG-TERM MAINLAND PARKING
TO THE SUSTAINABILITY AND TRANSPORTION COMMITTEE**

ORDERED, that the City Council hereby refers the issue of the enhancement of long-term mainland parking for island residents to the Sustainability and Transportation Committee; and

BE IT FURTHER ORDERED, that the Sustainability and Transportation Committee review the issue and provide its final recommendation to the City Council.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Jason J. Shedlock
Special Assistant to the Mayor

DATE: June 9, 2017

SUBJECT: Order Referring Regulations Enhancing Long-Term Mainland Parking Solutions for Island Residents to the Sustainability and Transportation Committee

SPONSOR: Ethan K. Strimling, Mayor

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 6/19/17 _____

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

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

I. ONE SENTENCE SUMMARY

As a result of the public testimony and discussion surrounding islander parking issues on the mainland, this referral requests that the Sustainability and Transportation Committee develop and present long-term solutions to current and anticipated parking problems.

II. AGENDA DESCRIPTION

As a result of the discussion on islander mainland parking difficulties at the Council's June 5th meeting, it was made clear that a comprehensive plan is needed to meet islanders' current and future parking needs. As development increases along the eastern waterfront, the pressures of parking for those who live on Portland's islands is also increasing. This referral will ensure that the Committee explores comprehensive and long-term solutions to meet the needs of those Portland residents who count on available parking to be able to go about their daily lives as members of our community.

III. BACKGROUND

As a result of multiple request by islanders for relief from mainland parking pressures, a number of solutions have been proposed by both islanders, the Mayor and Councilors alike. It is critical for the city to develop and implement a plan that meets both the islanders and the city's

needs. Now is the opportunity to present and vet those solutions, especially since development on the waterfront is increasing.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Sustainability and Transportation Committee will review and present to the full Council long-term and viable solutions to the growing problem faced by islanders who need mainland parking.

V. FINANCIAL IMPACT

None

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Jason J. Shedlock, Special Assistant to the Mayor

VII. RECOMMENDATION

Council refers to Committee

VIII. LIST ATTACHMENTS

Prepared by: Jason J. Shedlock

Date: 6/9/2017

Bean/agendarequestmemo/rev 11/2015

*Order 287-16/17
Tab 27 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER REFERRING
THE ISSUE OF CITYWIDE SMALL EMERGENCY SHELTERS
TO THE HEALTH & HUMAN SERVICES COMMITTEE**

ORDERED, that the City Council hereby refers the issue of citywide small emergency shelters to the Health & Human Services Committee; and

BE IT FURTHER ORDERED, that the Health & Human Services Committee review the issue of citywide small emergency shelters and provide its final recommendation on this issue to the Planning Board and City Council.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Jason J. Shedlock
Special Assistant to the Mayor

DATE: June 9, 2017

SUBJECT: Order Referring the Issue of Citywide Small Emergency Shelters to the Health and Human Services Committee

SPONSOR: Ethan K. Strimling, Mayor

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 6/19/17 _____

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

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

I. ONE SENTENCE SUMMARY

As a result of the discussion surrounding expanded shelter zoning, this referral requests the Health and Human Services Committee explore a second-tier approach towards more inclusive re-zoning for multiple, smaller shelters at sites throughout the city.

II. AGENDA DESCRIPTION

As a result of the discussion on shelter zoning at the Council's June 5th meeting, a desire was made clear by multiple Councilors to make sure the city performs a fuller review of our shelter system. Along with originally-contemplated single large shelter option, testimony from subject matter experts as well as the public stated a need to expand our system beyond a single new site. This referral will ensure that a second-tier approach towards a more inclusive re-zoning plan for our shelter system will include the exploration and feasibility of multiple, smaller-scale shelters in order to meet our residents' needs.

III. BACKGROUND

According to Mark Swann, Executive Director of the Preble Street Resource Center as well as others who testified at the Council's June 5th meeting, the Planning Department should continue its work related to shelter zooming to include a second-tier approach for smaller shelter

with more inclusive zoning. The city as well as subject matter experts have weighed in on the issue in the past and endorsed the concept of scattered, smaller shelters that are fully integrated into different neighborhoods around the city. In fact, the City of Portland used to have such a system, with various shelters in Oakdale, the eastern promenade, Munjoy Hill and Bayside and others. Testimony urged that the city ensure that the zoning change endorsed by the Council at its June 5th meeting does not ultimately preclude such small-scale shelters.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Health and Human Services Committee will review and make recommendation to the Council on re-zoning for smaller-scale shelters to meet our city's human services needs.

V. FINANCIAL IMPACT

None

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Jason J. Shedlock, Special Assistant to the Mayor

VII. RECOMMENDATION

Council refers to committee

VIII. LIST ATTACHMENTS

Prepared by: Jason J. Shedlock

Date: 6/9/2017

*Order 288-16/17
Tab 28 6-19-17*

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER REFERRING
THE PORTLAND SENIOR TAX EQUITY PROGRAM
TO THE FINANCE COMMITTEE**

ORDERED, that the City Council hereby refers the proposed Senior Tax Equity Program Ordinance, attached hereto, to the Finance Committee; and

BE IT FURTHER ORDERED, that the Finance Committee review the proposed ordinance and provide its final recommendation on this issue to the City Council.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Jason J. Shedlock
Special Assistant to the Mayor

DATE: June 12, 2017

SUBJECT: Order Referring the Portland Senior Tax Equity Program (P-STEP) to the Finance Committee

SPONSOR: Ethan K. Strimling, Mayor

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 6/19/17 _____

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

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

I. ONE SENTENCE SUMMARY

In an effort to help ease the burden of rising housing costs for low-income seniors, the Portland Senior Tax Equity Program (P-STEP) is designed to provide a rebate on taxes or rent paid by eligible Portland seniors.

II. AGENDA DESCRIPTION

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Further, rents have climbed 20%-40% between 2010 and 2015. However, during that same time, that increased cost of housing has outpaced incomes - especially for seniors with fixed or low incomes. In fact, since 2013, Social Security benefits have risen only 5.3% (with a 2017 increase of 0.3%). The P-STEP aims to keep some of our most vulnerable neighbors in their homes by easing this financial burden. As currently designed, the P-STEP would provide an average of \$300 in tax/rent relief for our most needy seniors.

III. BACKGROUND

The P-STEP program utilizes the State of Maine Property Tax Fairness Credit Program as it's foundational eligibility structure. The State Program was enacted in 2013 to address concerns that Mainers were using an increasing amount of their income to pay rent and/or property taxes.

Accordingly, almost 1,000 seniors living in Portland use the state credit because their property taxes or rent are currently unaffordable. Unfortunately, the state only rebates half of what is

needed to truly bridge the gap. This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half.

The P-STEP would be available for any household with a Portland resident 62 years or older who receives a benefit under the State Program. Criteria includes a household adjusted gross income of \$33,333 to \$53,000 depending on the size of the household. Property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The Finance Committee will review and make a recommendation on this senior tax relief program – a policy area that has been agreed upon during the Council’s 2017 goal setting session.

V. FINANCIAL IMPACT

There will be no financial impact to studying and recommending a senior tax program to the full Council. There will be a local cost to implementing any type of tax assistance program.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Jason J. Shedlock, Special Assistant to the Mayor

VII. RECOMMENDATION

Although this is a council goal and does not need referral, we are recommending referral through the Council to increase public awareness, prior to committee disposition.

VIII. LIST ATTACHMENTS

1. A memo from Mayor Strimling explaining the Portland Senior Tax Equity Program (P-STEP)
2. The Portland Senior Tax Equity Program (P-STEP) ordinance
3. A memo from Corporation Counsel Danielle West-Chuta on the Maine Circuit Breaker Program and the Maine Property Tax Fairness Credit
4. A spreadsheet on the Maine Property Tax Fairness Credit provided by the Maine State Department of Administrative & Financial Services
5. A memo from Sarah Scola, Corporation Counsel Extern, on Local Municipalities’ Property Tax Assistance Programs
6. The Town of Kennebunkport’s Property Tax Assistance Program Application Forms

Prepared by: Jason J. Shedlock

Date: 6/12/2017

Bean/agendarequestnemo/rev 11/2015

Portland, Maine



Yes. Life's good here.

Office of the Mayor, Ethan K. Strimling

Portland Senior Tax Equity Program [P-STEP]

In an effort to help ease the burden of rising housing costs for low-income seniors, presented here is the Portland Senior Tax Equity Program [P-STEP]. This program will provide an average of \$300 in tax/rent relief for our most needy seniors.

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Further, rents have climbed 20%-40% between 2010 and 2015. However, during that same time, that increased cost of housing has outpaced incomes - especially for seniors with fixed or low incomes. In fact, since 2013, Social Security benefits have risen only 5.3% (with a 2017 increase of 0.3%). The P-STEP program aims to keep some of our most vulnerable neighbors in their homes by easing this financial burden.

The program utilizes the State of Maine Property Tax Fairness Credit Program as it's foundational eligibility structure. The State Program was enacted in 2013 to address concerns that Mainers were using an increasing amount of their income to pay rent and/or property taxes.

Accordingly, almost 1,000 seniors living in Portland use the state credit because their property taxes or rent are currently unaffordable. Unfortunately, the state only rebates half of what is needed to truly bridge the gap. This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half.

Who benefits?

The P-STEP would be available for any household with a Portland resident 62 years or older who receives a benefit under the State Program. Criteria includes a household adjusted gross income of \$33,333 to \$53,000 depending on the size of the household. Property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%.

How much will a homeowner/renter receive?

An individual homeowner or renter can receive up to \$900 under the P-STEP. Under the state program, eligible Portland seniors receive an average of \$304 (\$197 per renter and \$324 per homeowner). This program will match those amounts dollar for dollar.

What other communities do this?

Locally-enacted property tax assistance programs are not a new phenomenon. To date, we have found similar programs in South Portland, Scarborough, Cumberland, Kennebunkport, Berwick, Harpswell, Kittery and York. While each community tailors their program to best meet that local community's need (different age restrictions, reimbursable amounts, and/or residency requirements), each addresses the fundamental issue of targeting relief to those who need it most.

What will it cost?

According to Maine Revenue Service, under the State Program, in 2015, a total of \$270,524 was paid to 889 Portland applicants over the age of 62, for an average of \$304 per recipient. Specifically, \$27,582 in benefits were paid to renters (140 applicants for an average of \$197) and \$242,942 was paid to homeowners (749 applicants averaging \$324 per credit).

In other towns that have a similar program, they do not see 100% usage by those who got the state credit. Assuming 90% usage in Portland (very high), the cost to us would be approximately \$250,000.

How will we pay for it?

As proposed, the P-STEP would go into effect in the next budget, FY'19. Upon passage of this program, the City Manager would be tasked with including full funding of the proposal in next year's proposed budget for Council consideration.

When does it go into effect?

Fiscal Year 2019 (next year's budget). It is contemplated that the P-STEP shall apply to benefit applications filed with the City on or after March 15, 2019, for a benefit relative to the 2018 income tax year and subsequent income tax years. Upon presentation of the budget to the City Council beginning with the FY 2019 budget, the City Manager shall propose an appropriation of funds to support the P-STEP.

This timing will also coincide the first rebates to go into effect when the re-valuation takes effect, providing relief to those who will see large property value increases, but without an accompanying increase in income.

AMENDMENT TO PORTLAND CITY CODE
CHAPTER 2 (ADMINISTRATION) ARTICLE XI
(PORTLAND SENIOR TAX EQUITY PROGRAM)

Article XI. Portland Senior Tax Equity Program

Cross reference(s) --

State law reference(s) -- Tax credits, 36 M.R.S.A. Sec. 5219-KK; Maine Residents Property Tax Program, 36 M.R.S.A. Sec. 6201 et seq.; Municipal property tax assistance, 36 M.R.S.A. Sec. 6231 et seq.

§ 2-451. Definitions.

For purposes of this Article:

Applicant shall mean a person who files with the City an application for a benefit under the Program.

Director shall mean the Finance Director of the City of Portland or his or her designee.

Eligible applicant shall mean a person who is determined, after review of a complete application under this Article, to be eligible for a Program Benefit under the terms of this Article.

Homestead shall have the same meaning as in 36 M.R.S.A. § 5219-KK(1)(C), as may be amended from time to time.

Program shall mean the Portland Senior Tax Equity Program established by this Article.

Program Benefit shall mean the amount of the refund payment for which an eligible applicant is qualified as determined by the Director under this Article.

Program Fund shall mean a dedicated account into which funds for the Program that are appropriated by the City Council are placed.

State Program shall mean the Maine Property Tax Fairness Credit Program established by 36 M.R.S. § 5219-KK, as may be amended from time to time.

Year shall mean January 1 through December 31.

§ 2-452. Purpose of Program; Program Description.

The purpose of this article is to establish a Program to provide property tax assistance in the form of a refund payment to income-eligible persons at least sixty-two (62) years of age who have a homestead in the City of Portland and who qualify for a tax credit under the State Program.

§ 2-453. Eligible Applicant.

In order to be an eligible applicant for a benefit from the City under the Program, an applicant must demonstrate all of the following:

- (a) The applicant must be 62 years of age and have a homestead in the City at the time of application.
- (b) If the applicant owns his or her homestead, the applicant paid in full all property taxes for the year for which the refund is requested. If the applicant rents his or her homestead, the applicant paid rent during the year for which the refund is requested.
- (c) The applicant has received a tax credit under the State Program for the prior year.

§ 2-454. Application and Benefit Payment.

In order to qualify for a benefit under the Program, applicants must submit an application between March 15 and May 15 relative to the prior year's income tax for a benefit under this Article. An application is required each year that an applicant desires to participate in the Program. The Director shall provide an application form for the Program, which shall include, at a minimum, the applicant's name, homestead address, and contact information. As part of the application, the Applicant shall authorize the City to obtain documentation from Maine Revenue Services establishing the amount of the credit the applicant received under the State Program. The Program is based on the State Program and relates to property taxes assessed and paid or rent paid in the preceding year. The Director shall review and determine if the application is complete and accurate and if the applicant is an eligible applicant. The Director's determinations as to whether an applicant is an eligible applicant and the amount of the applicant's Program benefit shall be final.

§ 2-455. Determination of Eligibility; Amount of Program Benefit.

If the Director determines that an applicant is an eligible applicant, the Director shall then determine the applicant's Program benefit, which shall be the lesser of the following amounts:

(a) The amount of credit the applicant qualified for under the State Program;

(b) Nine hundred dollars (\$900.00); or

(c) A pro rata share of available monies in the Program fund based on the amount of each eligible applicant's credit under the State Program.

§ 2-456. Creation of Program Fund; Limitation on Payments.

Upon presentation of the budget to the City Council, the City Manager shall propose an appropriation of funds to support this Program. If the Council approves the appropriation of such funds, they shall be placed in the Program Fund. Any surplus monies available after all payments have been made in a given year shall remain in the Program Fund. In the event that the City Council fails to appropriate funds for the Program Fund, or if there are insufficient funds in the Program Fund to pay any eligible applicant all or part of the applicant's Program benefit, the applicant's request for a benefit under the Program will not carry over to the next year.

§ 2-457. Payments.

An eligible applicant shall be mailed a check for the Program Benefit no later than September 30 of the year in which the applicant files an application, or within thirty days after the City receives satisfactory documentation that the applicant has received a tax credit under the State Program for the prior year.

§ 2-458. One Eligible Applicant Per Household.

Only one eligible applicant per homestead shall be entitled to payment under the Program each year. The right to file an application under this Article is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of the applicant by the applicant's legal

guardian or attorney-in-fact. If an applicant dies after having filed a timely and complete application that results in a determination that the applicant is eligible, the amount determined by the Director shall be disbursed to another member of the household as determined by the Director. If the applicant was the only member of a household, then no payment shall be made under the Program.

§ 2-459. Effective Date.

This Ordinance shall apply to benefit applications filed with the City on or after March 15, 2019, for a benefit relative to the 2018 income tax year and subsequent income tax years.

MEMO

To: Mayor Ethan Strimling
From: Danielle P. West-Chuhta, Corporation Counsel
Date: January 14, 2016
Re: **Maine Circuit Breaker Program/Maine Property Fairness Credit**

I. **History and Overview of the Maine Circuit Breaker/ Maine Property Tax Fairness Credit**

The Maine Property Tax and Rent Refund Program (a.k.a. CircuitBreaker Program) was program was terminated in 2013 in by the 126th legislature. 36 M.R.S.A. 907 §6221. It was replaced by the "Property Tax Fairness Credit" (PTFC). The purpose of the credit is to refund taxpayers for a percent of property taxes or rent paid, if those costs exceed their income by a certain amount. This is a refundable tax credit. The PTFC was a compromise made by the legislature after the Governor stated a desire to make the program available only to veterans or those over 70 years of age. The PTFC was enacted to abate concerns that people are increasingly using a larger portion of their income to pay rent and/or property taxes. A second desire was to simplify the application process. (http://www.mainelegislature.org/legis/bills/bills_126th/billtexts/HP107301.asp).

II. **How do you Apply for the PTFC?**

To apply for the PTFC credit an applicant must file (1) the Maine income tax return Form 1040ME, and (2) the Property Tax Fairness Worksheet between January 1 and April 15th. To qualify for the credit an applicant must show:

- (1) They own their home or pay rent;
- (2) They have been a Maine resident for some portion of the tax year;
- (3) Their household adjusted gross income no more than \$33,333 (1 person), \$43,333 (2 people), or \$53,333 (3+ people). Adjusted for cost of living; and
- (4) Property taxes paid on their home was more than 6% of their adjusted gross income or rent paid was more than 40% of adjusted gross income.

Applicants may also file retroactively, up to three years prior to the normal filing deadline. Since the PTFC was enacted in 2013, claims may only go back until that point. Only one claimant per household can received the credit.

III. How is the PTFC Calculated?

The following is a break-down of how to calculate the credit for homeowners and renters:

Homeowners: The benefit is based on any property tax amount that is more than 6% of your adjusted gross income. Your credit is 50% of that amount. In 2015 the most you can get is \$600 (\$900 if you or your spouse is 65 years of age or older).

Renters: The formula is the same for renters, except that your "property tax amount" is deemed to be 15% of the rent you paid during the tax year.

(<http://www.maine.gov/revenue/taxrelief/ptfcssummary.htm>; <http://ptla.org/maine-property-tax-fairness-credit>).

IV. What is the Difference Between the Maine Property Tax and Rent Refund and the PTFC?

The following is a list of some of the differences:

(1) The PTFC expanded the definition of "income" for purposes of determining eligibility for the credit. Non-taxable income can now be added to the modified adjusted gross income (MAGI) including contributions to retirement accounts, distributions to IRAs, and social security payments. This was previously included as income in the Circuit Breaker Program.

(2) Previously, property taxes under the older version of the PTFC needed to exceed 10% of income to qualify, (Circuit Breaker used 4%). That has since been reduced to 6%.

(3) Relief under old PTFC was \$300 for non-elderly and \$400 for those 70 or older. Now, the credit is \$600 for applicants under 65 years of age and \$900 for those 65+ years of age.

(4) Previously, applicants only received a credit equal to approximately 40% of the amount by which their property bill exceeded the eligibility threshold. That is now 50%.

(5) Phase out of eligibility levels: Previously, an applicant was cut-off if they earned more than \$40,000 annually. Now, there are three income phase out levels: at \$33,333 for a household of 1, \$43,333 for a household of 2; and \$53,333 for a household of 3+ (adjusted for inflation, which will be approximately \$50/year).

(6) Previously, non-disabled seniors living in subsidized housing did not qualify for the credit. Individuals in subsidized housing will now qualify.

(7) Amount of rent considered "property tax" was reduced from 25% to 15% of renter's income.

(<http://www.mejp.org/content/property-tax-fairness-credit-will-help-more-people>).

V. A Summary of Municipal Property Tax Assistance

Title 36 M.R.S.A. 907-A §§6231-6233 grants the legislative bodies of municipalities the authority to adopt a program which provides benefits to persons with homes in that municipality. Municipalities are able to restrict the age of those who may qualify to at least 62 years of age. Under the statute any program adopted by a municipality must at least:

- (A) Require that the claimant has a homestead in the municipality;
- (B) Provide benefits for both owners and renters of homesteads; and
- (C) Calculate benefits in a way that provides greater benefits proportionally to claimants with lower incomes in relation to their property taxes accrued or rent constituting property taxes accrued.

There is an exception to that criteria under §6232 (1-A). Under that provision the municipality may establish a volunteer program that permits claimants who are at least 60 years of age to earn benefits up to a maximum of \$750 by volunteering to provide services to a municipality. This kind of program would not need to meet requirements (B) and (C) noted above. Benefits provided through the volunteer program must be related to the amount of service provided. Benefits received under this program are not considered income of Part 8 (statute regarding income taxes). A municipality is allowed to establish other standards of eligibility for this program.

VI. Local Municipalities' Property Tax Assistance Ordinances

As of now, the towns of Cumberland, South Portland and Kennebunkport have adopted their own property tax assistance ordinances. Although generally similar in structure, they do differ in a couple of ways. At the onset, Cumberland's ordinance has an age restriction of 67 years of age versus South Portland, which sets their floor at 70 years of age. Kennebunk does not have an age limit. All ordinance require the applicant to have a homestead, owned or rented, in the municipality. However, Cumberland and Kennebunk require the applicant to have a homestead in that municipality for the entire year prior to the date of the application. Whereas, South Portland requires the applicant to have the homestead for two years prior to the date of application.

All three municipalities require the applicant to have received a refund under the PTFC program and to show residency in their respective municipality. Cumberland and Kennebunk require residency for at least ten years immediately proceeding the date of application. South Portland requires residency "at least ten out of the last 12 years" immediately proceeding the date of application. Singularly, South Portland requires that if the applicant owns the homestead, they must apply for the homestead property tax exemption pursuant to the Maine Resident Homestead Property Tax Exemption program.

Both municipalities assign someone (Town Manager and/or Finance Director) to determine eligibility. All municipalities limit awards to one qualifying applicant per homestead.

- The amount awarded in Cumberland is the lesser of: (1) the amount awarded by the PTFC; (2) available monies in the Town Circuit Breaker fund; or (3) \$750.
- The amount awarded in South Portland is similarly the lesser of: (1) the PTFC credit; (2) available monies; or (3) \$400.
- Kennebunk awards the lesser of: (1) 50% of the PTFC credit; (2) available monies; or (3) \$500.

Finally, South Portland's ordinance has one additional clause, entitled "Relationship to Poverty Abatement and General Assistance Applications" which states "the amount of any refund received by a qualifying applicant under this Program may be considered by the City in determining eligibility for a poverty abatement or general assistance."

Property Tax Fairness Credit in 2015, Portland						
	Under 62			62 and Over		
	Amount	Returns	Average	Amount	Returns	Average
Paid Rent	\$302,480	1,382	\$219	\$27,582	140	\$197
Did Not Pay Rent	\$270,112	729	\$371	\$242,942	749	\$324
Total	\$572,592	2,111	\$271	\$270,524	889	\$304
Age is oldest age for a married couple.						

MEMO

To: Michael Goldman, Esq.
From: Sarah Scola
Date: April 25, 2017
Re: **Local Municipalities' Property Tax Assistance Programs**

Below please find a brief review of select municipal Property Tax Assistance Programs indicating the yearly budget, number of applicants, and average refund.

Town of Kennebunkport

Contact: Jennifer Lord, Treasurer
207-967-4243 ext. 108

The Town of Kennebunkport started offering a Property Tax Assistance Program in 2010. Expenditures for the first year of the refund program totaled \$25,222 and benefitted 85 applicants. The yearly budget for the first years of the program was \$20,000. However, the number of applicants has decreased over the years. The unobligated balance of program funds at the end of the budget period are carried forward. Last fiscal year the Property Tax Assistance Program served 17 households. The average refund was \$240.00

City of South Portland

Contact: Rebekka Conley, Tax/Treasury Specialist
rconley@southportland.org

South Portland started offering a Property Tax Assistance Program in 2012. The budget for FY17 was \$35,000.00. The City will match up to \$400 of what the resident qualified for through the State of Maine for the Property tax Fairness Credit. So far, (the deadline is 4/21/17) the City has refunded/credited \$29,835.00. Renters are also eligible for the program. The City has had 111 approved applications, for an average refund/credit of \$268. Anything left in the budget will carry to the following year.

Town of Cumberland

Contact: Tammy O'Donnell, Town Clerk/Deputy Tax Collector
todonnell@cumberlandmaine.com

Cumberland started offering a Property Tax Assistance program last year. The Town refunded \$116,000 to 172 applicants. The average refund was \$750.00.

The Maine Municipal Association does not maintain a list of municipalities that have adopted tax assistance ordinances.

State of Maine - Property Tax Fairness Credit

Contact: David Heidrich, Director of Communications,
Maine Department of Administrative and Financial Services
david.heidrich@maine.gov

Property Tax Fairness Credit in 2015, Portland

Age	Amount	Number	Average
35 and under	217,697	987	221
36-50	179,066	578	310
51-64	206,081	635	325
65+	240,272	800	300
All	843,116	3,000	281

Age is oldest age for a married couple.

An Act To Expand Property Tax Relief for Maine Residents

The bill requires that 1% of surplus General Fund revenue be transferred annually to a nonlapsing fund to be used to increase the maximum property tax fairness credit.
(<http://legislature.maine.gov/LawMakerWeb/summary.asp?paper=SP0315&SessionID=12>)

Referred to Committee on Taxation on March 9, 2017. Public hearing scheduled for Thursday, April 27, 2017.

Municipal Property Tax Deferral for Seniors

Municipalities may also adopt a property tax deferral program for senior citizens by ordinance pursuant to 36 M.R.S.A. § 6271. (<http://legislature.maine.gov/statutes/36/title36sec6271.html>)

Maine law authorizes a municipality to adopt an ordinance allowing seniors who are at least 70 to defer taxes on their principal dwelling if they have lived there for at least 10 years and their household income does not exceed 300% of the federal poverty level.

Title 36 M.R.S.A. 907-A §6232(1-A) Volunteer Program.

The following information has been provided by the Maine Municipal Association:

Maine Townsman - June, 2008

The Legislature has enacted a new law authorizing municipalities to allow taxpayers who are at

least 60 years of age to volunteer and work-off up to \$750 of their property tax bill (see PL 2007, c. 635, enacting 36 M.R.S.A. § 6232(1-A)). There are a number of important limitations, however.

In order to participate, a municipality must have an ordinance enacted by its legislative body (town meeting or town or city council). This is a local option. Municipalities must "opt-in" if they wish to participate. No action is required if they do not. In addition, the taxpayer must have a homestead (permanent residence) in the municipality.

There are also a number of unanswered questions about the program. For example, what eligibility criteria (other than at least age 60) should apply? How should volunteers be "paid"? What about workers compensation and tort liability coverage? And how will the program be supervised and funded (there is no State funding)?

Payments under the program are exempt from Maine income taxes but are considered income for federal income tax and FICA tax purposes. (By R.P.F.)

Tax Relief For Seniors: New Sample Ordinance

Maine Townsman - November, 2008

Earlier this year the Legislature enacted a new law authorizing municipalities to allow taxpayers over 60 to work off up to \$750 of their property tax bill (see "New Tax Relief Program for Senior 'Volunteers'," Maine Townsman, "Legal Notes," June 2008). In order to participate, however, a municipality must have an ordinance enacted by its legislative body (town meeting or town or city council). Until recently, no one had drafted such an ordinance, but now the Town of Kittery (which initiated the legislation) has enacted one.

Kittery's ordinance sets up a benefit program for seniors who over-qualify for General Assistance by no more than 15% and who have received a property tax refund under the State's "Circuit Breaker" program. The amount of the benefit is based on the number of hours worked multiplied by the prevailing State minimum wage, up to \$750. The benefit is applied directly to property taxes or rent, as applicable. Participation is limited to one applicant per household per year.

**PROPERTY TAX ASSISTANCE PROGRAM
TOWN OF KENNEBUNKPORT
Application Deadline—June 30, 2017**

Have you received a property tax refund this year from the State of Maine Property Tax and Fairness Credit Program? Check only one box: ☐ Yes: If yes, please complete form below.
☐ No: If no, you are not eligible for this program.

Name: _____ Home Phone Number _____

Property Address: _____

Map, Block, and Lot Number (on property tax bill): _____

Mailing Address (if different than property address): _____

E-mail Address: _____

How many years have you been a full-time resident of Kennebunkport? _____

How many years at your current address? _____

Select one option: ☐ Send my refund by check.
☐ Apply my refund to next year's taxes.

Proof of residency in the municipality is based on one or more of the following:

	Yes	No
I am a registered voter in the municipality.	☐	☐
I pay motor vehicle excise tax in the municipality.	☐	☐
I pay income taxes in the State of Maine.	☐	☐
The address on my driver's license is the same as the address above.	☐	☐

Required: If you are a tenant in your home, you must provide a copy of your lease.

For assistance with the completion of this form, please call Jen at 207-967-4243 ext 108 to schedule an appointment.

Please return form to: Jennifer Lord, Treasurer
6 Elm Street
P.O. Box 566
Kennebunkport, ME 04046

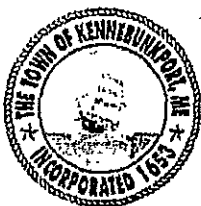
REMINDERS:

If a renter, have you attached a copy of your lease?
This form must be received by the Town no later than June 30, 2017.
Refunds may be applied to other outstanding town debts you may owe.

I declare that the responses on this application are, to the best of my knowledge, true and correct:

Signature of Applicant

Date



Town of Kennebunkport
PO Box 568
Kennebunkport, ME 04046
Attn: Jennifer Lord



State of Maine
Maine Revenue Services
PO Box 9116
Augusta, ME 04332-9116

**Maine Residents
Property Tax Fairness Credit
2016
Release of Information
Consent Form**

I hereby authorize Maine Revenue Services (MRS) to provide information relative to my Maine Residents Property Tax Fairness Credit to the Town of Kennebunkport.

I understand that the information provided by MRS will include the full amount of the refund for which I was eligible.

Maine Revenue Services will provide the refund information only if this form has been signed by the refund recipient. The information so provided is intended to be used solely for the purpose of determining my eligibility under the Town of Kennebunkport's "Local Property Tax Assistance Program."

The Town of Kennebunkport agrees upon receipt of this form and under penalties of applicable law to hold all taxpayer information contained in this form in strict confidence and to use the information contained in this form strictly for the purposes stated herein.

To be completed by refund recipient:

Social Security number: _____ Printed name _____

Address: _____

Signature of refund recipient: _____

Date signed: _____

Office use only:

Refund amount: _____

Request to:
State of Maine
Maine Revenue Services
Fax: (207) 624-9694
Tel: (207) 626-8475

Did not apply: _____

Reply to:
Town of Kennebunkport
Treasurer's Office
Fax: (207) 967-8470
Tel: (207) 967-4243 xt 108

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

*Order 289-16/17
Tab 29 6-19-17*

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**TRAFFIC SCHEDULE AMENDMENT
RE: SECTION OF CONCORD STREET TO TWO-WAY**

ORDERED, that the City of Portland's Traffic Schedule be and hereby is amended as follows:

By removing under Concord Street from Forest Avenue to a point 125 feet west of Forest Avenue:

- **Schedule XXII – One-Way Street**

By adding under Concord Street from Forest Avenue to a point 125 feet west of Forest Avenue:

North Side

- **Schedule I – No parking anytime**

South Side

- **Schedule I – No parking anytime**

MEMORANDUM
City Council Agenda Item

TO: Mayor and City Council

FROM: Chris Branch, Director, Public Works

DATE: June 5, 2017

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

SUBJECT: Request to Make a Portion of Concord Street Two-Way west of Forest Avenue

SPONSOR: Jon Jennings

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: June 19, 2017 **Final Action:** July 3, 2017 (may be subject to change)

Can action be taken at a later date: X Yes No (If no why not?) Pending
Woodford's Corner Project Requires Change to Concord Street this summer, but could be
delayed by a meeting or two as needed.

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

- I. SUMMARY OF ISSUE (This is what goes on the Agenda as Description)**
Change 125 feet of Concord Street west of Forest Avenue to two-way traffic (currently one-way westbound) and make segment of street No Parking.
- II. REASON FOR SUBMISSION (Summary of Issue/Background)**
Roadway changes associated with the PACTS/MaineDOT Woodfords Corner project, in association with safety improvements as part of the Pan Am mainline crossing of Forest Avenue, will result in the closure of the curb cut at 710 Forest Avenue. As a result, a segment of Concord Street is being proposed to be made two-way to restore access back to Forest Avenue. A curb modification will be integrated into a City project just west of the two-way section to discourage cut-through traffic from Nevens Street. The intersection of Concord Street at Forest Avenue will be modified to improve sight distances and add more safety features to the railroad crossing, thus making exiting traffic feasible at this location.
- III. INTENDED RESULT**
The intended result of this change is to maximize access to Forest Avenue from the businesses at the corner of Concord and Forest.

IV. COUNCIL GOAL ADDRESSED

This change would address Council goals of Economic Development, and their continued support, both from a plan and a financial perspective, for the Woodfords Corner project.

V. FINANCIAL IMPACT

The cost of the signs and the staff time are estimated at about \$750. Additional curb work to physically enact the changes (currently estimated at approximately \$10,000) will be separately funded and constructed utilizing an infrastructure account dedicated to the Woodfords Corner area.

VI. STAFF ANALYSIS

Staff have been close to this project and view it as a simple method to improve access for Forest Avenue businesses while maintaining the one-way flow through the residential section further west on Concord Street.

VII. RECOMMENDATION

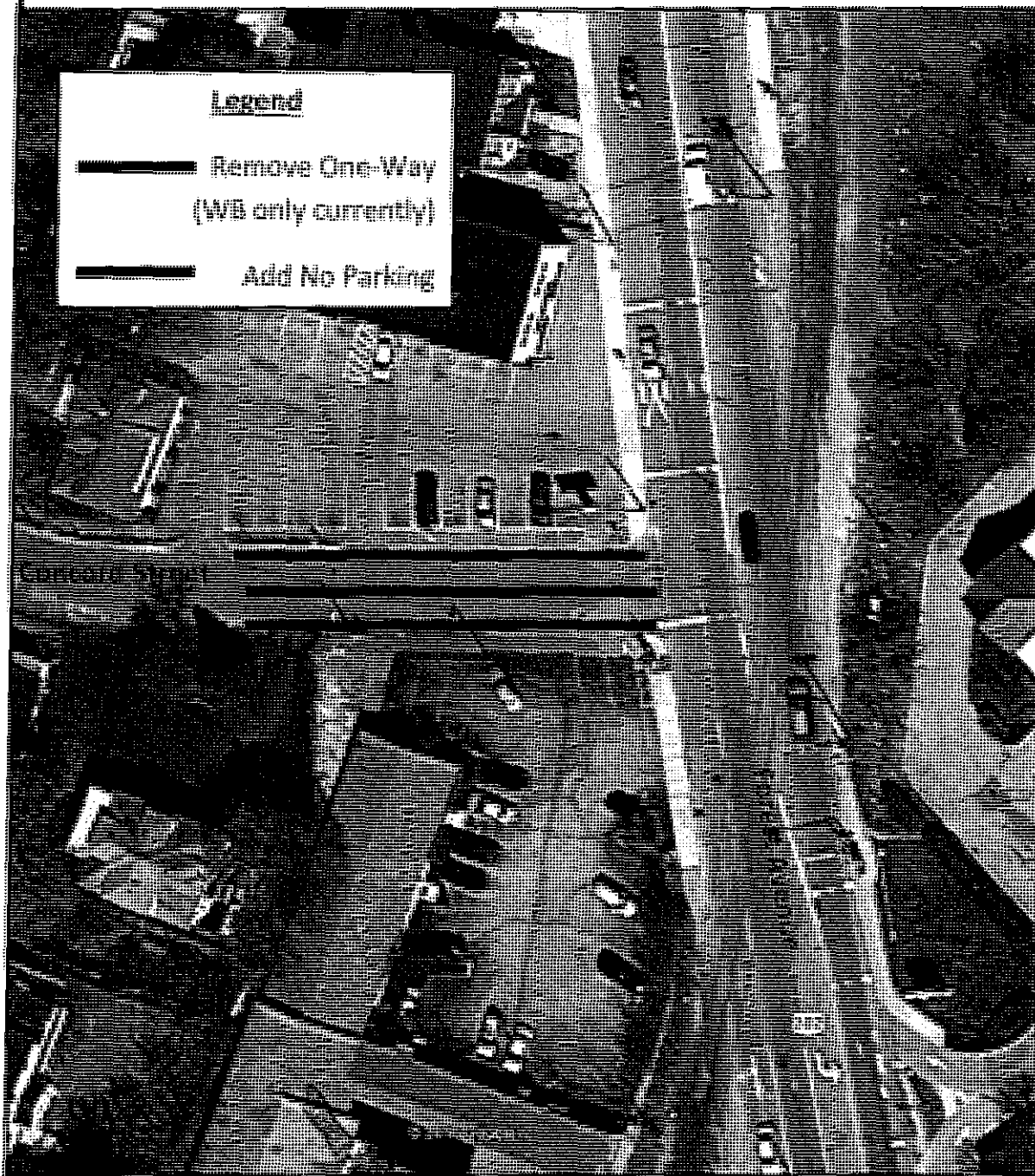
It is recommended to approve the change to this 125-foot section of Concord Street.

VIII. LIST ATTACHMENTS

- 1.) Council Order
- 2.) Graphic

Prepared by: Jeremiah J. Bartlett, Transportation Systems Engineer, DPW
Date: June 5, 2017

Proposed Changes to Concord Street



Prepared by: DPW/JJB

Scale: N/A

Date: June 5, 2017

*Order 290-16/17
Tab 30 6-19/17*

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

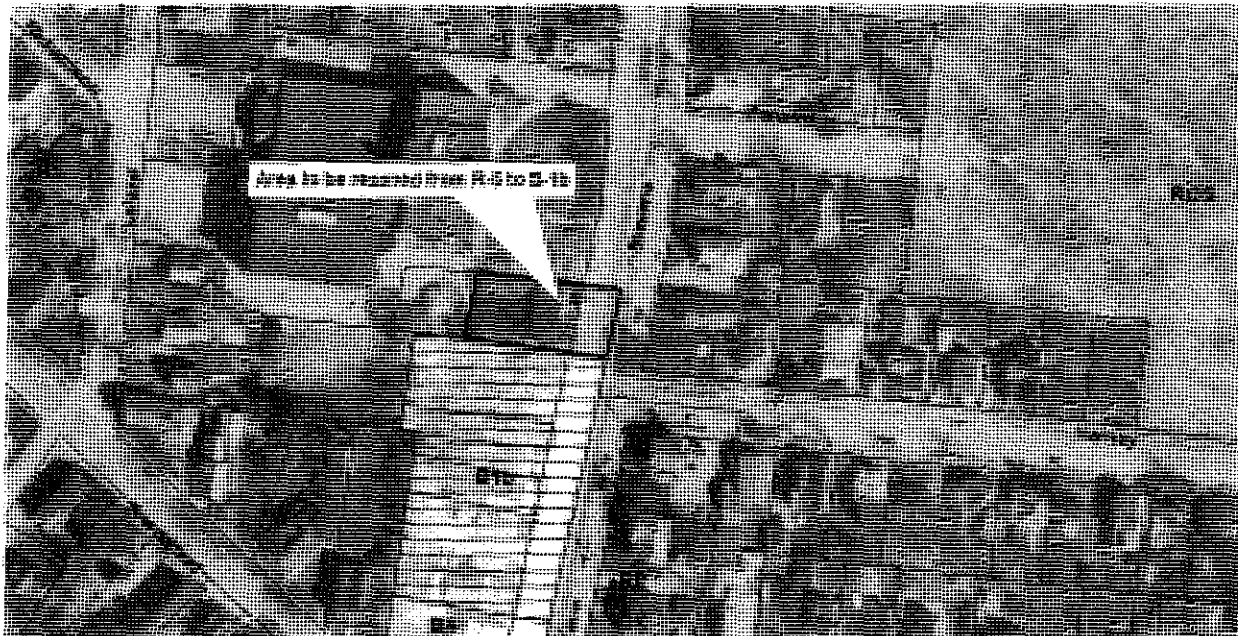
**CITY OF PORTLAND
IN THE CITY COUNCIL**

DAVID H. BRENERMAN (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: 510 STEVENS AVENUE**

**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 and specifically rezoning property at 510 Stevens Avenue from R-5, Residential, to B-1b, Neighborhood Business, as shown in the map below.



MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Jeff Levine, Director of Planning and Urban Development

DATE: June 1, 2017

SUBJECT: Map Amendments to the Zoning Code in Regard to 510 Stevens Avenue

SPONSOR: Elizabeth Boepple, Chair, Portland Planning Board

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading June 19, 2017 Final Action July 3, 2017

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

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

Short presentation by Planning Board Chair. Short presentation by Planning Staff (if necessary).

I. ONE SENTENCE SUMMARY

The Planning Board is recommending adoption of a zoning map amendment requested by Stephen and Roberta to rezone 510 Stevens Avenue and the adjacent Stevens Avenue Right-of-Way, to the street centerline, from R-5 Residential to B-1b Neighborhood Business.

II. AGENDA DESCRIPTION

The Planning Board voted unanimously, 5-0 (Stanley and Mazer absent) to recommend to City Council adoption of the proposed map amendment to rezone one parcel comprising 510 Stevens Avenue and adjacent Stevens Avenue Right-of-Way from R-5 Residential to B-1b Neighborhood Business, as requested by Stephen and Roberta Cope. This map amendment would extend the B-1b zone north to encompass this property, permitting the development of a new, small-scaled mixed-use commercial and residential development at this location in Deering Center.

III. BACKGROUND

The applicant, in concert with the owner and developer of the recently approved project at 502 Stevens Avenue, is seeking to develop a small-scale mixed-use commercial and residential development at 510 Stevens Avenue. This project would share utility infrastructure and site access via a consolidated shared driveway with the property at 502 Stevens Avenue. In the

applicant's submittal, it is noted that the existing single-family structure is orphaned, as it located between Lincoln Middle School to the north and the soon to be developed 3-story mixed-use development at 502 Stevens Avenue. According to the applicant, this map amendment represents a logical expansion of the Deering Center commercial district for commercial uses and higher density residential uses. This map amendment is required for this proposed project.

The R-5 Residential zoning district prohibits commercial development, and while permitting multi-family residential uses, requires 9,000 square feet of lot area per dwelling unit in this location. The B-1b zone explicitly permits mixed-use developments of the nature proposed, and requires 1,000 square feet of lot area per dwelling unit for residential units located above the first floor. Further, the stated intent of the B-1b zoning district is to foster small, locally serving commercial environments within traditional neighborhood centers.

This item went before the Planning Board on April 25, 2017 as a workshop item and on May 23, 2017, the Board voted unanimously (5-0 Stanley and Mazer absent) to recommend the proposed map to the City Council for adoption. Two written public comments were submitted in opposition to the proposal on the grounds of traffic and on-street parking impacts. At the public hearing, one individual gave public comment in support of the proposed amendment. The public input is attached to the Planning Board report.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The request supports the general Council goal to "Increase access to safe, location-efficient rental and ownership housing that is affordable for working and low-income families".

V. FINANCIAL IMPACT

The granting of this proposal would pose no foreseeable financial impact on property abutters.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Planning Board unanimously recommended adoption, 5-0 (Stanley and Mazer absent), of the requested map amendment as it supports both the currently adopted and draft Comprehensive Plans by facilitating development of a vibrant mixed-use environment in Deering Center, providing amenities easily accessible by foot or public transportation and increasing both housing opportunities and choices within this neighborhood.

VII. RECOMMENDATION

On May 23, 2017, the Planning Board unanimously recommended adoption 5-0 (Stanley and Mazer absent), of the zoning map amendment to rezone one parcel encompassing 510 Stevens Avenue and adjacent Stevens Avenue Right-of-Way to the street centerline from R-5 Residential

to B-1b Neighborhood Business, as this amendment supports key policies found in the Comprehensive Plan.

VIII. LIST ATTACHMENTS

- A. Proposed Map Amendment for 510 Stevens Avenue**
- B. Planning Board Report to City Council with Attachments**

Prepared by: Matthew Grooms

Date: May 24, 2017



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

Zoning Map Amendment to B-1b from R-5
510 Stevens Avenue
Applicant: Carroll Associates

Submitted to: Portland City Council
First Reading: June 19, 2017
Second Reading: July 3, 2017

From: Portland Planning Board
Prepared by: Matthew Grooms, Planner
Date: May 24, 2017

I. INTRODUCTION

The Planning Board is recommending adoption of a zoning map amendment to change 510 Stevens Avenue from R-5 to B-1b. Stephen and Roberta Cope are requesting the zoning map amendment for the property at 510 Stevens Avenue, located at the northwest corner of the Stevens Avenue and Hartley Street intersection in Deering Center. The property is currently zoned Residential R-5; the applicant proposes to rezone it to Neighborhood Business B-1b in line with properties located to the south along the west side of Stevens Avenue. The applicant argues that this property forms a logical extension of the Deering Center commercial district and yet appropriate development opportunities at this location are currently restricted by the Residential R-5 zone. The property owners intend to develop a new mixed-use project with commercial uses on the ground floor and residential units above. This site would be developed in conjunction with the previously approved project at 502 Stevens Avenue (2016-290) and would share circulation infrastructure and utility connections.

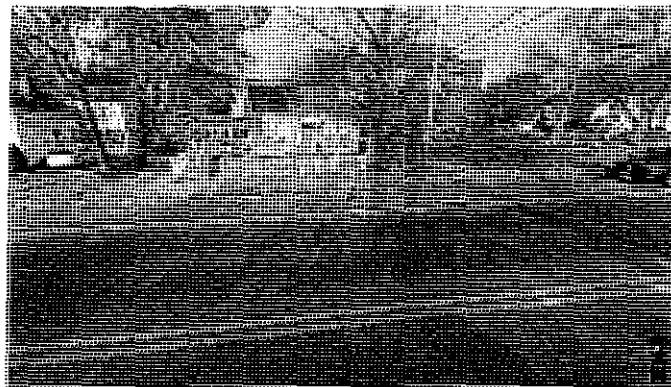


Figure 1: Existing Single-Family Structure

II. BOARD'S RECOMMENDATION

On May 23, 2017, the Planning Board voted unanimously, 5-0 (Stanley and Mazer absent), to recommend to City Council the adoption of the proposed map amendment for 510 Stevens Avenue and the adjacent Stevens Avenue Right-of-Way, to the street centerline, from R-5 Residential to B-1b Neighborhood Business. The board's decision was guided by plans and materials submitted by the applicant, the policies of the R-5 Residential Zone, the policies of the B-1b Neighborhood Business Zone, Portland's Comprehensive Plan, public comment, and information provided in the workshop and public hearing.



Figure 2: Aerial View of Property

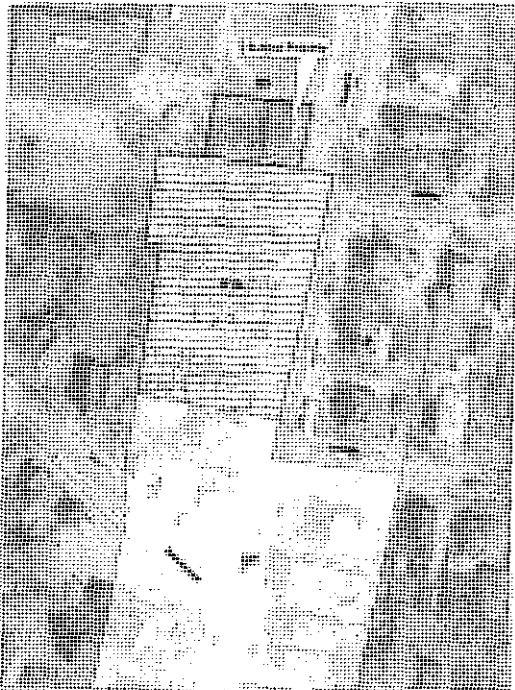


Figure 3: Existing Zoning

III. BACKGROUND

The proposed project site is located on Stevens Avenue in close proximity to Lincoln Middle School at the intersection of Stevens Avenue and Hartley Street. At present, the site is occupied by a single-family structure. This property is located within a transitional neighborhood, with a mixture of retail and service uses located to the south of the subject site along Stevens Avenue, Lincoln Middle School is located immediately to the west and north of this site, and the surrounding area away from Stevens Avenue is predominantly single family residential. The project site is located at the northern edge of the Deering Center commercial district.

IV. PROPOSED MAP AMENDMENT

Current Zoning:	R-5 (Residential)
Proposed Zoning:	B-1b (Community Business)
Current Uses:	Single-Family Residential
Proposed Uses:	Mixed-use with first floor commercial and upper floor residential
Parcel Area:	6,400 SF
Area to be Rezoned:	6,400 SF

V. ZONING ANALYSIS

The applicant is proposing to develop a mixed-use project at this location consisting of a ground floor commercial space with residential units on the upper floors. The underlying zone precludes this plan, however, on at least two counts. The existing R-5 zoning permits the development of either single-family or duplex development and does not accommodate standard multi-family housing developments. Similarly, commercial uses are prohibited within the R-5 zone. For this reason, the applicant has requested a rezoning to B-1b, which would extend the current contiguous area zoned B-1b located immediately to the south of this parcel north. This zone permits multi-family dwelling units above the first floor where there is a commercial unit on the first floor.

The Planning Board considers the Neighborhood Business B-1b zone to be an appropriate map amendment, as this parcel is located adjacent to the B-1b district and the stated proposal for development is congruous with the B-1b purpose statement. Per Section 14-161,

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 a local market, while preserving residential uses and character above the ground floor of structures.

Further, in regards to location, it states:

Suitable locations for this zone may include street intersections, arterial streets, and sites with existing or traditional neighborhood retail and service uses.

The applicant intends to develop a small-scale mixed-use project located at the northern edge of the Deering Center commercial district, an area which has historically served as the traditional retail and service center for the Deering Center neighborhood. At present, along the west side of Stevens Avenue, two single-family structures remain between the existing commercial district and Lincoln Middle School, which forms a natural terminus for the commercial district. The property located immediately to the south of this property, 502 Stevens Avenue, was recently approved for a Level III Site Plan and Subdivision plan under which that applicant is proposing to demolish the existing structure and develop a small-scale mixed-use project similar

in scope to what is being considered by the property owners at 510 Stevens Avenue. Approval of this map amendment would further define the Deering Center commercial district and would allow for developments complimentary to the surrounding context.

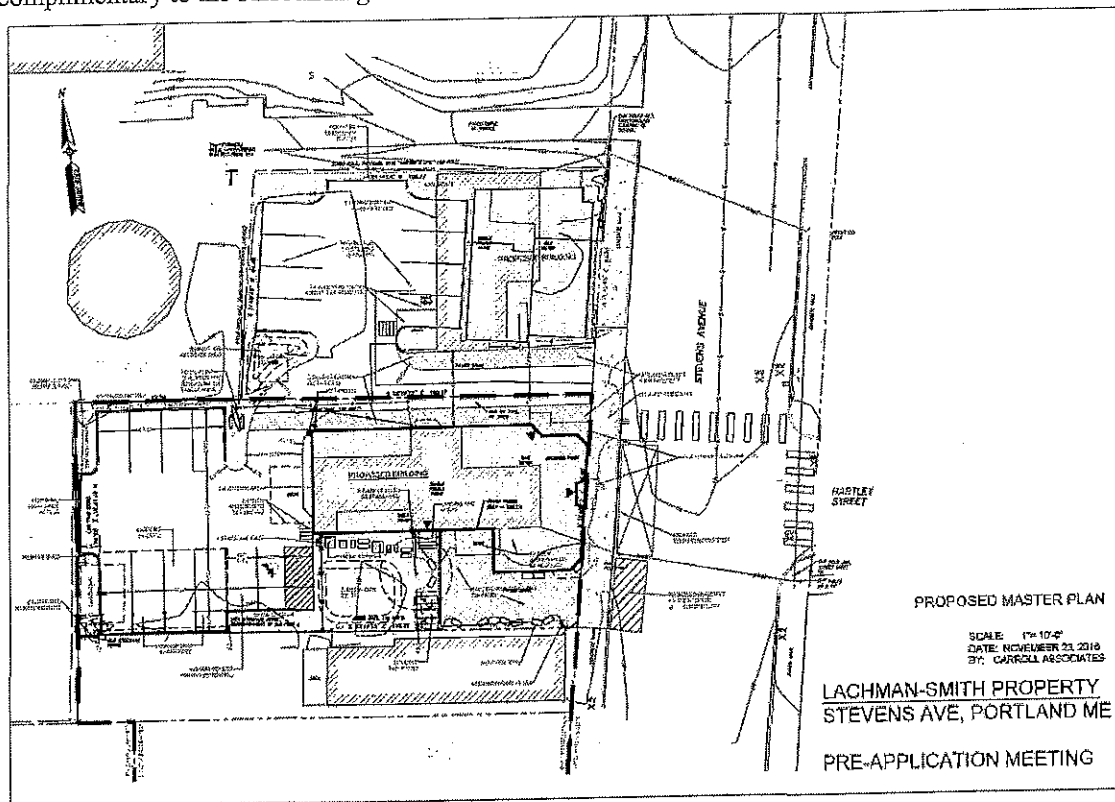


Figure 4: Draft Site Plan

R-5 Residential

The R-5 Residential zone is a medium-density residential zone. It is intended to provide for a variety of housing types, including single-family detached, duplex, and townhouse. The zone is characterized by its medium density and is intended to provide for a variety of housing types, including single-family detached, duplex, and townhouse. The zone is characterized by its medium density and is intended to provide for a variety of housing types, including single-family detached, duplex, and townhouse.

B-1b

The B-1b Neighborhood Business zone is a limited-intensity business district. It is intended to provide for a variety of commercial and upper-floor residential uses. The zone is characterized by its limited intensity and is intended to provide for a variety of commercial and upper-floor residential uses. The zone is characterized by its limited intensity and is intended to provide for a variety of commercial and upper-floor residential uses.

Permitted Uses

The R-5 zone explicitly encourages medium-density housing, and permits either single-family or duplex housing types by right. The R-5 zone does not permit most non-residential uses, and commercial uses are excluded entirely. Some institutional uses are conditionally permitted.

The Neighborhood Business B-1b zone, is a limited-intensity business district intended to foster primarily small-scale traditional development patterns with ground floor commercial and upper-floor residential uses. A host of commercial, institutional, and other establishments are expressly permitted, although trip generation is considered as well, with the intent of prohibiting uses with high trip generation.

Table 2: Permitted and Conditional Uses

			R-5	B-1b
Permitted	Residential	Single-family and two family dwellings	X	X
		Multi-family dwellings	X	(Permitted if allowable in abutting residential zone)
		Planned residential unit development	X	
		Handicapped family unit	X	
		Single-family, multiple component manufactured housing	X	
		Single-family, single component manufactured housing	X	
		Multi-family over ground floor commercial		X
		Combined living/working spaces		X
	Business	Professional, business and general offices		X
		Business services		X
		Personal services		X
		Offices of building tradesman		X
		Retail establishments		X
		Beverage dealers		X
		Studios for artists, photographers and craftspeople		X
		Restaurants		X
	Institutional	Places of religious assembly		X
		Municipal offices	X	X
		Elementary, middle and secondary schools		X
		Nursery schools and kindergarten		X
		Clinics		X
	Other	Lodging houses		X
		Utility substations		X
		Day care facilities or babysitting services		X
		Bed and breakfast		X
		Hostels		X
		Neighborhood center		X
		Wind energy systems	X	X
		Parks and other active and passive noncommercial recreation spaces	X	
		Home occupation businesses	X	
		Municipal uses	X	
		Special needs independent living units	X	
	Conditional	Residential	Sheltered care group homes	X
			Alteration of structure for residential purposes existing and not in residential use as of January 1, 1984	X
			Conversion of existing two-family or multi-family dwelling to lodging house	X
			Use of space existing as of September 3, 2008 to accommodate additional dwelling units	X
		Institutional	Elementary, middle and secondary schools	X
			Long-term and extended care facilities	X
			Intermediate care facility for thirteen (13) or more persons	X
			Places of assembly	X
			Hospital	X
			College, university or trade school	X
		Other	Off-street parking	X
			Utility substation	X
			Daycare facilities or home babysitting services	X
			Temporary wind anemometer towers	X
			Wind energy systems	X

Dimensional Requirements and Form

The R-5 zoning district provides certain density controls – minimum area per dwelling unit, maximum lot coverages and minimum lot widths,— that limit the buildout of any given parcel and serve to facilitate the development of medium density housing districts. The R-5's basic control for density, the minimum requirement of 3,000 SF of lot area per dwelling unit would limit the residential buildout of the parcel for a two family and a minimum land area of 9,000 SF per unit for a multiplex. The R-5 also poses setback requirements of between 8 and 20 feet, which guarantees that buildings will be separated both from each other and the street.

The city's business zones generally encourage a more dense, urban form. The B-1b zone has no lot coverage limits and the setbacks are considerably smaller. Further, the B-1b allows one dwelling unit for each 1,000 SF of lot area, or nine times the number of units as allowed under the R-5 in this location.

Table 3: Dimensional Requirements

	R-5 ¹	B-1b
Min. Lot Size	6,000 SF+ (depending on use)	None; 20,000 SF for schools and 10,000 SF for places of assembly
Min. Street Frontage	50 ft.	20 ft.
Min. Lot Width	90 ft. for Multiplex 60 ft. for other uses	None
Min. Front Yard	20 ft.	None
Min. Rear Yard	20 ft. (for structures >100SF)	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.
Min. Side Yard	8 – 14 ft. (based on # of stories)	None; 20 ft. if abutting residential zone or use
Max. Structure Height	35 ft.	None; 10 ft. if abutting residential zone or use
Max. Floor Area		35 ft., except where abutting R-6, where max. height shall be the max. height of R-6. Total maximum first floor area for non-residential uses per structure: 10,000 SF or Total maximum floor area per retail establishment: 5,000 SF
Max. Lot Coverage	40%	None
Max. Impervious Surface		90%

¹ Additional dimensional requirements apply for small residential lot development, bed and breakfasts, places of assembly

VI. POLICY ANALYSIS

The applicant argues in their cover letter that this site represents that natural terminus of the Deering Center commercial district as to the south of this parcel, properties are zoned Neighborhood Business B-1b and to the north is Lincoln Middle School. According to the applicant's representatives, appropriate development of this site is currently restricted by the Residential R-5 zone. They consider their conceived mixed-use project to be an enhancement to the existing neighborhood and appropriately situated to bolster the existing commercial district.

Generally, the city's housing plan, *Housing: Sustaining Portland's Future*, includes numerous policies which support the development of mixed-used buildings with neighborhood commercial, including the following,

- *Create new housing to support Portland as an employment center and to achieve an improved balance between jobs and housing*
- *Encourage neighborhood business centers throughout the city to reduce dependence on the car and to make neighborhood life without a car more practical*
- *Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future*
 - *Ensure the construction of a diverse mix of housing types that offers a continuum of options across all income levels, which are both renter and owner-occupied;*
- *Maintain 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*
 - *Support Portland's livable neighborhoods by encouraging a mix of uses that provide goods and services needed and are within walking distance of most residents*

However, it should also be noted that *Housing: Sustaining Portland's Future* also advises against commercial encroachment with policies such as the following,

- *While accommodating needed services and facilities, protect the stability of Portland residential neighborhoods from excessive encroachment by inappropriately scaled and obtrusive commercial, institutional, governmental, and other non-residential uses*

In addition, Portland's pending 2030 Comprehensive Plan includes a vision for complete neighborhoods in which the livability of neighborhoods is improved while retaining key characteristics.

As discussed by the applicant, the proposed development is small in scale and well-integrated with the recently approved mixed-use project at 502 Stevens Avenue, placing less pressure on existing infrastructure and complimenting Deering Center's neighborhood center character. The proposed ground-floor commercial component will likewise provide additional services and or goods to nearby residents. This project would increase local housing density and provide alternative housing opportunities within a predominantly single-family neighborhood.

VII. PUBLIC COMMENT/NEIGHBORHOOD MEETING

The Planning Division has received two public comments that are included in the packet. The Neighborhood meeting was held on April 11, 2017. The neighborhood packet and additional material is included as an attachment. At the neighborhood meeting, attendees asked questions about and raised concerns regarding traffic and on-street parking, in line with the two public comments received by the Planning Division. Other attendees stated that they enjoyed the walkability of this neighborhood and appreciated the potential for another retail business within easy walking distance.

VIII. PLANNING BOARD'S RECOMMENDATION

On the basis of plans and materials submitted by the applicant, the policies of the R-5 Residential Zone, the policies of the B-1b Neighborhood Business Zone, Portland's Comprehensive Plan, public comment, the information provided in the public hearing on May 23, 2017 for the R-5 to B-1b map

amendment for 510 Stevens Avenue, and/or other findings as follows:

A. Map Amendments from R-5 Residential to B-1b Neighborhood Business:

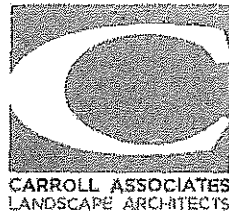
The Planning Board finds that the proposed rezoning of 510 Stevens Avenue and adjoining Stevens Avenue Right-of-Way to the street centerline to B-1B Neighborhood Business is consistent with the Comprehensive Plan for the City of Portland; and

Therefore, the Planning Board unanimously recommends 5-0 (Stanley and Mazer absent) to the City Council approval of the zoning map amendment for 510 Stevens Avenue and adjoining Stevens Avenue Right-of-Way to the street centerline as shown below.



IX. REPORT ATTACHMENTS

1. Documents
 - D1 Cover Letter
 - D2 Zoning Map Amendment Application
 - D3 Right, Title & Interest
 - D4 Neighborhood Meeting Certification
 - D5 Neighborhood Meeting Notice
 - D6 Neighborhood Meeting Sign-In Sheet
 - D7 Neighborhood Meeting Minutes
2. Applicant's Plans
 - P1 Vicinity and Abutter Map
 - P2 Existing Zoning Map
 - P3 Proposed Zoning Map
 - P4 Site Master Plan
3. Public Comment
 1. Caroline and Mark Sprague – 4/4/2017
 2. Nancy Polito – 4/18/2017



February 24, 2017

Ms. Barbara Barhydt
City of Portland Planning Authority
4th Floor, City Hall
389 Congress Street
Portland, ME 04101

RE: 510 Stevens Avenue- Requested Zone Map Change

Dear Barbara,

On behalf of Stephen E and Roberta A. Bobbie Cope, we are pleased to submit this Application for Zone Map Change associated with their property at 510 Stevens Avenue. We are proposing that the B1b Zone Boundary be extended along Stevens Avenue to include this property.

This property represents the northern end of the Deering Center Neighborhood between Lincoln Middle School and Brentwood Street. The B1b Zone extends to the south of this parcel, so while it is within the Deering Center neighborhood physically, its current R5 zoning restricts the ability to develop the site in a way that might enhance the surrounding neighborhood. As you are aware, the property directly adjacent to this is currently undergoing Site Plan Review for its redevelopment into a mixed-use project, and a key factor in its design is the ability to share the driveway with this property. In fact, both properties have been designed to work seamlessly with each other with respect to use, shared circulation and utility connections. This is only possible with the requested Map Change, allowing the property at 510 Stevens to be redeveloped in a way that provides an anchor for the neighborhood to the north and provide a respectful neighbor to Lincoln Middle School.

Attached and made part of this Application are the signed Application form, Application Fee, and supporting documents and exhibits. We welcome the opportunity to begin a dialog with the Planning Staff and Planning Board on this project, and look forward to working closely with your office as this proposal moves forward. Please feel free to contact me to discuss any questions or concerns you may have regarding the attached application materials.

Sincerely,
CARROLL ASSOCIATES

Patrick J. Carroll
Principal

Enc.

Cc: Adam Cope



Zoning Map, Text Amendment, Contract or Conditional Rezoning Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the review of requests for zoning map amendments, zoning text amendments and contract or conditional re-zoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Zone Change.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: <http://me-portland.civicplus.com/DocumentCenter/Home/View/1080>

Design Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2355>

Technical Manual: <http://me-portland.civicplus.com/DocumentCenter/View/2356>

Planning Division

Fourth Floor, City Hall

389 Congress Street

(207) 874-8719

planning@portlandmaine.gov

Office Hours

Monday thru Friday

8:00 a.m. – 4:30 p.m.

I. Project Information (Please enter n/a on those fields that are not applicable)

Project Name:	510 Stevens Avenue
Proposed Development Address:	510 Stevens Avenue
Project Description:	New mixed use building
Chart/Block/Lot:	Map 16NE, Lot 135-E008
Right, Title or Interest <i>(Please identify the status of the applicant's right, title, or interest in the subject property – for example a deed, option or contract to purchase or lease the subject property)</i> See attached property deed	
Existing Use <i>(Describe the existing use of the subject property)</i> Single family residential	
Current Zoning Designation: R5 Zoning District	
Proposed Use of the Property <i>(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)</i> New mixed use (residential and retail) building with parking via shared driveway	
Vicinity Map <i>(Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use)</i>	
Site Plan <i>(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)</i>	

II. Contact Information (Please enter n/a on those fields that are not applicable)**APPLICANT**

Name:	Steven E. and Roberta S. Cope
Business Name:	---, LLC
Address:	P.O. Box 1398
City/State:	Portland, Maine
Zip Code:	04104
Work #:	n/a
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	

OWNER

Name:	Steven E. and Roberta S. Cope
Address:	P.O. Box 1398
City/State:	Portland, Maine
Zip Code:	04104
Work #:	n/a
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	

AGENT/REPRESENTATIVE

Name:	Patrick Carroll, Carroll Associates
Address:	217 Commercial Street, Suite 200
City/State:	Portland, Maine
Zip Code:	04101
Work #:	207.772.1552
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	pcarroll@carroll-assoc.com

BILLING (to whom invoices will be forwarded to)

Name:	Steven E. and Roberta S. Cope
Address:	P.O. Box 1398
City/State:	Portland, Maine
Zip Code:	04104
Work #:	n/a
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	

ENGINEER

Name:	Tom Greer, Pinkham & greer Civil Engineers
Address:	28 Vannah Avenue
City/State:	Portland, Maine
Zip Code:	04103
Work #:	207.781.5242
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	tgreer@pinkhamandgreer.com

SURVEYOR

Name:	Donald Dostie, Four Points Associates, Inc.
Address:	9 Ralph Avenue
City/State:	Lewiston, Maine
Zip Code:	04240
Work #:	207.577.5840
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	ddostie@fourpoints-survey.com

ARCHITECT

Name:	Kevin Moquin, Kevin Moquin Architect
Address:	1 Union Street, # 203
City/State:	Portland, Maine
Zip Code:	04101
Work #:	207.615.6421
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	Kevin@km-a.me

ATTORNEY

Name:	Steven Cope
Address:	P.O. Box 1398
City/State:	Portland, Maine
Zip Code:	04104
Work #:	n/a
Home #:	n/a
Cell #:	n/a
Fax #:	n/a
E-mail:	

DESIGNATED PERSON(S) FOR UPLOADING INTO e-PLAN

Name:	Patrick Carroll, Carroll Associates
E-mail:	pcarroll@carroll-assoc.com
Name:	Matthew Phillips, Carroll Associates
E-mail:	mphilips@carroll-assoc.com
Name:	
E-mail:	

III. APPLICATION FEES (check applicable review)

X	Zoning Map Amendment from (R5) zone to (B1b) zone	\$3,000.00
	Zoning Text Amendment to Section 14- () (For a zoning text amendment, attach on a separate sheet the exact language being proposed, including existing relevant text, in which language to be deleted is depicted as crossed out (example).	\$3,000.00
	Combination Zoning Text Amendment and Zoning Map Amendment	\$4,000.00
	Conditional or Contract Zone <i>(A conditional or contract rezoning may be requested by an applicant in cases where limitations, conditions, or special assurance 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, Section 14-60-62.)</i>	\$5,000.00

IV. FEES ASSESSED AND INVOICED SEPARATELY

- Notices to abutters (receipt of application, workshop and public hearing meetings) (\$.75 each)
- Legal Ad in the Newspaper (% of total ad)
- Planning Review (\$50.00 hour)
- Legal Review (\$75.00 hour)
- Third Party Review (all outside reviews or analysis, eg. Traffic/Peer Engineer, are the responsibility of the applicant and will be assessed and billed separately)

V. SUBMITTING YOUR APPLICATION IN ELECTRONIC FORMAT

Welcome to the Planning & Urban Development's new Electronic Plan Review Process. Below you will find the steps along with tips and guides to help you through uploading and viewing your project electronically during the review process.

All of the following applications shall be submitted electronically to planning@portlandmaine.gov by following the steps below:

Level 1 Site Alteration, Level 2 Site Plan, Level 3 Site Plan, Level 3 Subdivision, Administrative Authorization, Conditional Use, Inclusionary Zoning and Contract/Rezoning Applications.

1. Fill out the application completely and e-mail the **application only** to planning@portlandmaine.gov (Please be sure to designate a person who will be responsible for uploading documents and drawings.) This step will generate the project ID number for your project.
2. An invoice for the application fee will be e-mailed to you. Payments can be made on-line at Pay Your Invoice, by mail (Planning Division, 389 Congress Street, Portland, ME 04102) or in person at City Hall, 4th Floor. Please reference the Application Number when submitting your payment which is located in the upper left hand corner of the invoice.
3. The designated person responsible for uploading documents and drawings will receive an email from epplan@portlandmaine.gov with an invitation into the project. At this time, you will upload all corresponding documents and plans into the project. For first time users you will receive a temporary password which you must change on entry. Make note of your username and password for any future projects.
4. Follow the link below (Applying Online) for step by step instructions on how to do the following:
 - Prepare drawings, documents and photos for uploading;
 - Getting started in e-Plan;
 - Prepare **revised** drawings and documents for uploading.

[Applying Online](#)

Reminder: Before the project can move forward, the application fee shall be paid in full and all required documents and drawings shall be uploaded into e-plan correctly.

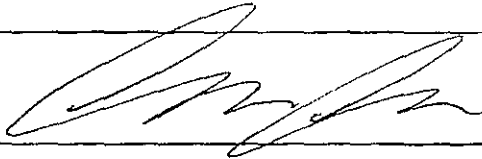
5. As the process evolves you will be able to log in and see markups, comments and upload revisions as requested into these folders.

VI. APPLICANT SIGNATURE

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a **legal signature** per Maine state law.

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

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

Signature of Applicant:	
Date:	2/19/17

Doc# 39525 Bk:33336 Pg: 109

**DEED OF SALE BY PERSONAL REPRESENTATIVE
(INTESTATE)
Maine Statutory Short Form**

Heather Libby and Laura Dibiase, duly acting and appointed Personal Representatives of the Estate of Diane M. Caminiti, deceased (intestate), as shown by the probate records of Cumberland County, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to Steven E. Cope and Roberta S. Cope, of 172 Concord Street, Portland, ME 04102, as joint tenants the real property in Portland, County of Cumberland, Maine, described as follows: WITH

WARRANTY COVENANTS

A certain lot or parcel of land with the buildings thereon situated in Portland, County of Cumberland and State of Maine, on the westerly side of Stevens Avenue, at Deering Center, so-called, bounded and described as follows:

Beginning at the northerly corner of land now formerly of Charles D. Sawyer on the westerly side of Stevens Avenue; thence northerly on said Avenue sixty four (64) feet; thence westerly on a line parallel with said Sawyer's line, one hundred (100) feet to a point; thence southerly parallel with the westerly side of said Avenue and keeping distance of one hundred 100 feet therefrom, sixty four (64) feet to said Sawyer's land; thence easterly by said Sawyer's land, one hundred (100) feet to the point of beginning.

Reference is made to a warranty deed from Edward H. Candemo et al. to Diane M. Hamilton and Michael F. Caminiti dated 04/22/1982 and recorded at the Cumberland County Registry of Deeds in Book 4947, Page 108 and a deed from Michael F. Caminiti dated 07/10/1989 and recorded at the Cumberland County Registry of Deeds in Book 8821, Page 50. Diane M. Caminiti died on 10/31/2015 intestate, Cumberland Registry of Probate Docket No. 2016-0246.

WITNESS my hands and seal this 29 day of July, ~~19~~ 2016

Estate of Diane M. Caminiti

Wendy Swan
Witness

Heather Libby (PR)
by: Heather Libby
Personal Representative

to both
Witness

Laura Dibiase (PR)
by: Laura Dibiase
Personal Representative

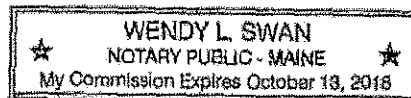
MAINE REAL ESTATE TAX PAID

State of Maine
County of Cumberland

Personally appeared before me the above named Heather Libby and Laura Dibiase, Personal Representatives as aforesaid and acknowledged the foregoing to be his/her/their free act and deed in their said capacity and the free act and deed of said Estate.

Before me,

Wendy Swan
Notary Public/Maine Attorney



Received
Recorded Register of Deeds
Aug 04, 2016 02:01:22P
Cumberland County
Nancy A. Lane

**Neighborhood Meeting Certification
510 Stevens Avenue Map Amendment**

I, Patrick J. Carroll, hereby certify that a neighborhood meeting was held on April 11, 2017 at Siano's Pizzeria at 7:00 pm.

I also certify that on April 1, 2017 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,

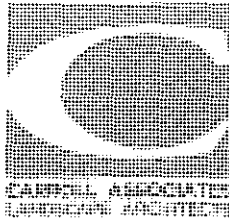


April 20, 2017

(date)

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes



Att. D5

April 1, 2017

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a Zoning Map Amendment for property located at 510 Stevens Avenue in Portland. The purpose of this Map Amendment is to bring the property into conformance with the adjacent zoning district along this portion of Stevens Avenue and allow redevelopment of the property.

Meeting Location: **Siano's Pizzeria Function Room**
5 Brentwood Street
Portland, ME 04103

Meeting Date: **April 11, 2017**

Meeting Time: **7:00 PM**

(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.)

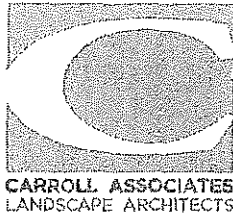
If you have any questions, please call Adam Cope at 207-939-3326 or Patrick Carroll at 207-772-1552.

Sincerely,

Adam Cope
Patrick Carroll

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 plans 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



510 Stevens Avenue Rezoning Neighborhood Meeting List of Attendees

Meeting Location: Sianos Pizzeria
Meeting Date: April 11, 2017
Meeting Time: 7:00 PM

Name	Address	Contact email
Jim Rivoli	279 Winton St.	RIVOLI.J@YAHOO.COM
Kelly Rivoli	279 Winton St.	TROLLMATE@YAHOO.COM
Dick Hall	153 Hartley St	dickhall@maine.rr.com
Dana Jett	142 Brentwood St	djett75@earthlink.net
Michelle Jones-Jett	142 Brentwood St	
David H. Jones	93 Richardson St	
Doug Betsy Shall	24 Brentwood	betsyshall@junos.com
Candy MacDuffie	166 Hartley St	
John Thibodeau	114 Clinton St	jet627@icloud.com
Kiya Smith	55 Hamblet Ave.	lachsmith@maine.rr.com
Kevin Moquin	29 Bodell St	

Pat Carroll

From: Roberta Cope <bcope@maine.rr.com>
Sent: Thursday, April 13, 2017 11:18 AM
To: Pat Carroll
Cc: Adam ICE; Steven ICE
Subject: minutes of neighborhood meeting

Hi Pat,

Here's what I have for minutes of Tuesday's meeting. Please edit as you see fit.

Thank you.
Bobbi

Project: 510 Stevens Avenue Zoning Map Amendment (R5 to B1b)

Minutes of Neighborhood Meeting April 11, 2017, 7pm, Siano's Restaurant, 5 Brentwood Street, Portland, Maine

There were 20 people in attendance. Sign in sheet was provide and is attached. (per Pat Carroll)

Pat Carroll, Landscape Architect conducted the meeting.

Pat described the project and used visual renderings of the proposal and its synergy with the development with the adjoining property at 502.

A large focus of questions and concerns were about the potential impact of parking and traffic in particular by 3 people who live on Hartley and Clinton very near Stevens Avenue where they already struggle to find street parking. The impact of the UNE parking was described as a large culprit of the existing parking and traffic congestion. There was discussion about possible solutions for parking restrictions such as signage and resident stickers.

Safety concerns were expressed and the elimination of multiple back-out driveways replaced by one, shared, drive-out driveway was well received. The relocation of the crosswalk was well received.

The proposal was well received by neighbors who like the walking neighborhood and welcome another retail/business to be able to walk to.

VICINITY MAP

A. SUBJECT PROPERTY

510 Stevens Ave., 135-E-8, Steven + Roberta Cope, Single Family Residential

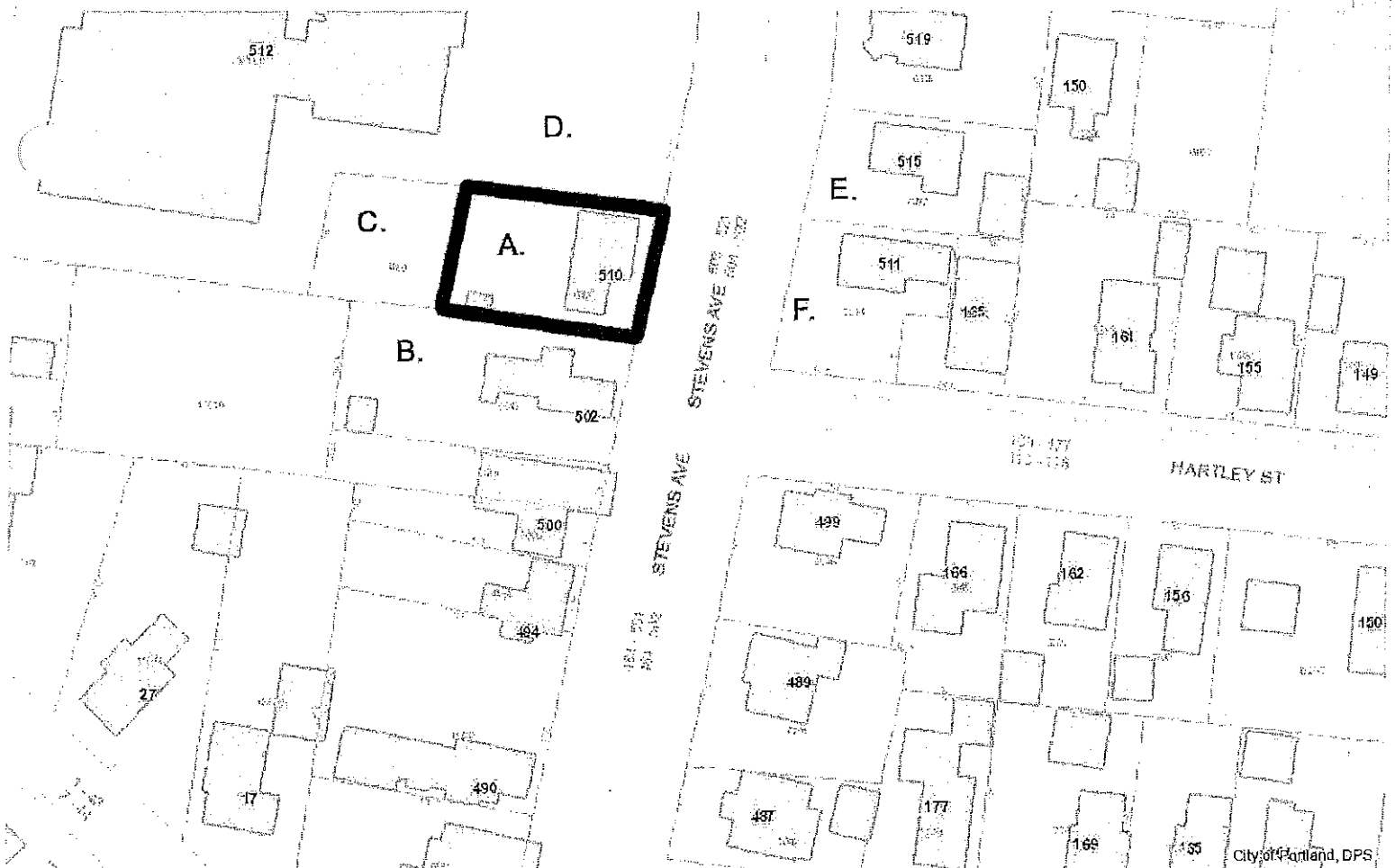
B. 502 Stevens Ave., 135-E-9, Denis Lachman + Karen Smith, Single Family Residential

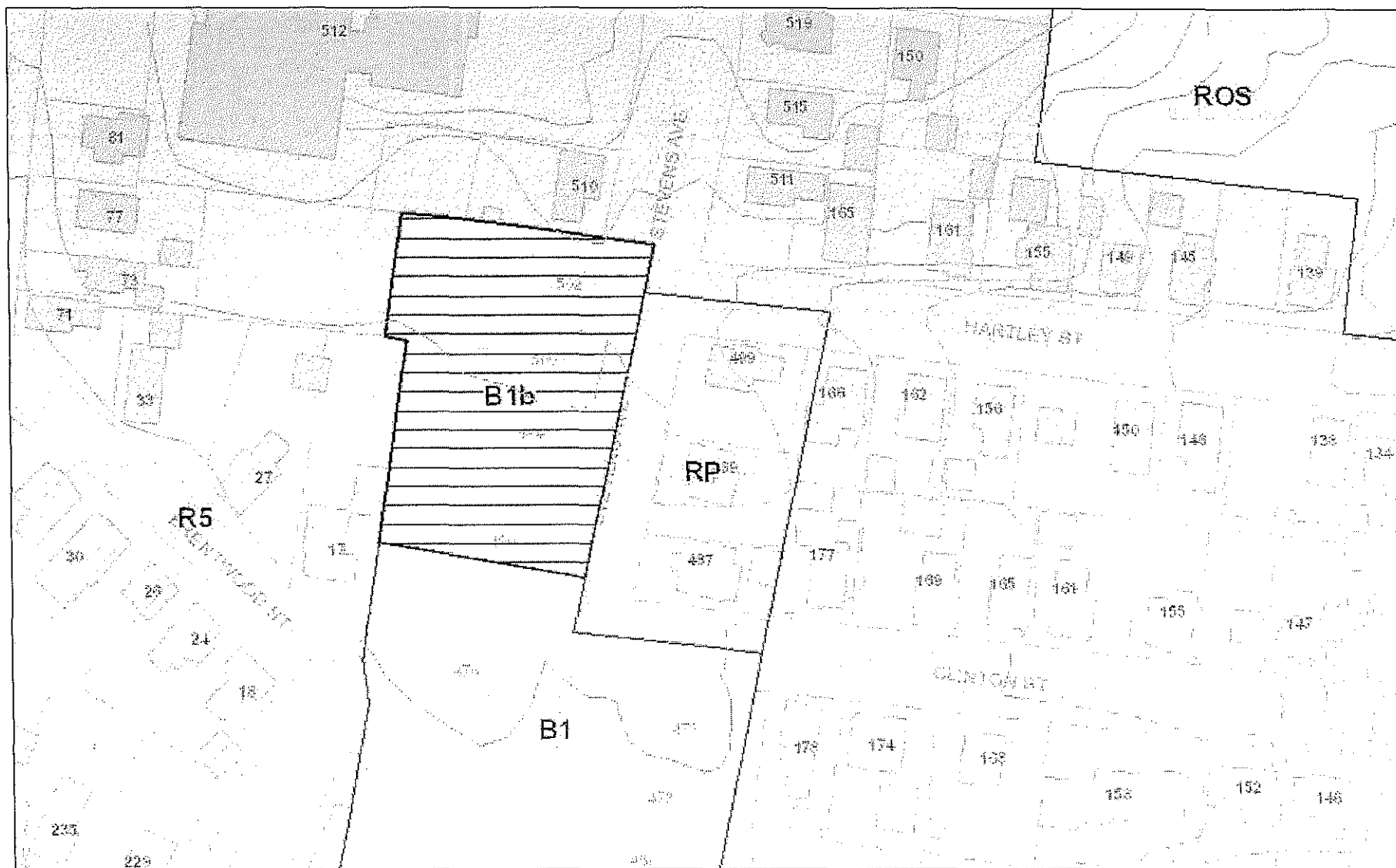
C. 512 Stevens Ave., 135-E-7-16-17-30, City of Portland, Educational / Institutional

D. 512 Stevens Ave., 135-E-7-16-17-30, City of Portland, Educational / Institutional

E. 515 Stevens Ave., 135-B-19, Wayne + Suzanné Berzinis, Two Family Residential

F. 511 Stevens Ave., 135-B-20, Joseph Turcotte + Anna Stewart, Two Family Residential





November 21, 2016

Contours

Coastal Buffer

H - Highly Unstable

U - Unstable

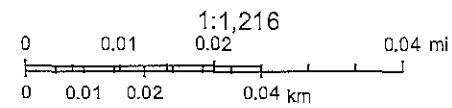


Shoreland Overlay Zone

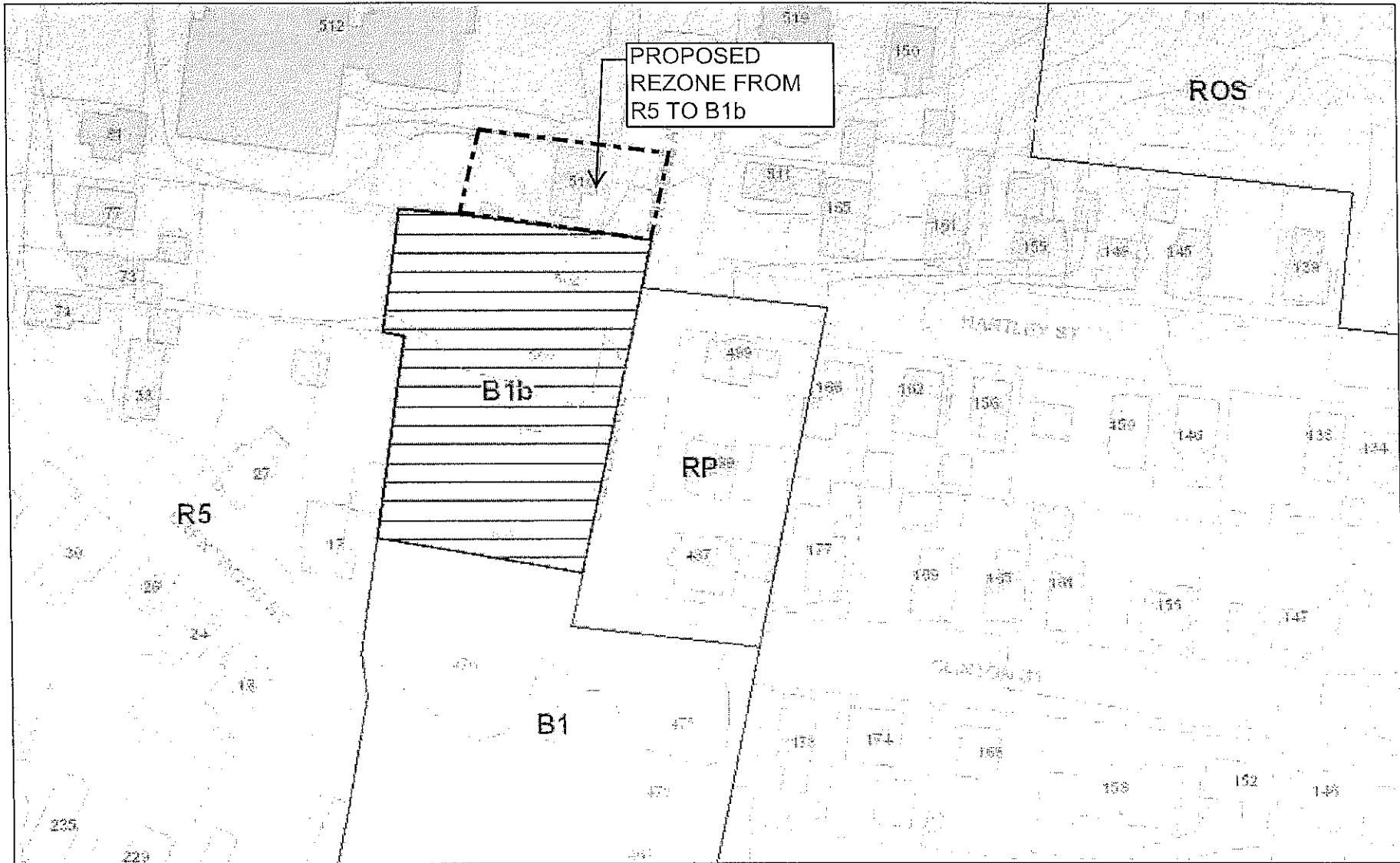
Stream Overlay Zone



Stream_protection



City of Portland, DPS



November 21, 2016

— Contours

Coastal Buffer

■ H - Highly Unstable

U - Unstable

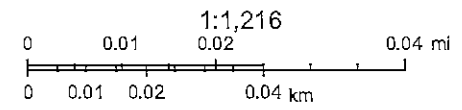


Shoreland Overlay Zone

Stream Overlay Zone



Stream_protection

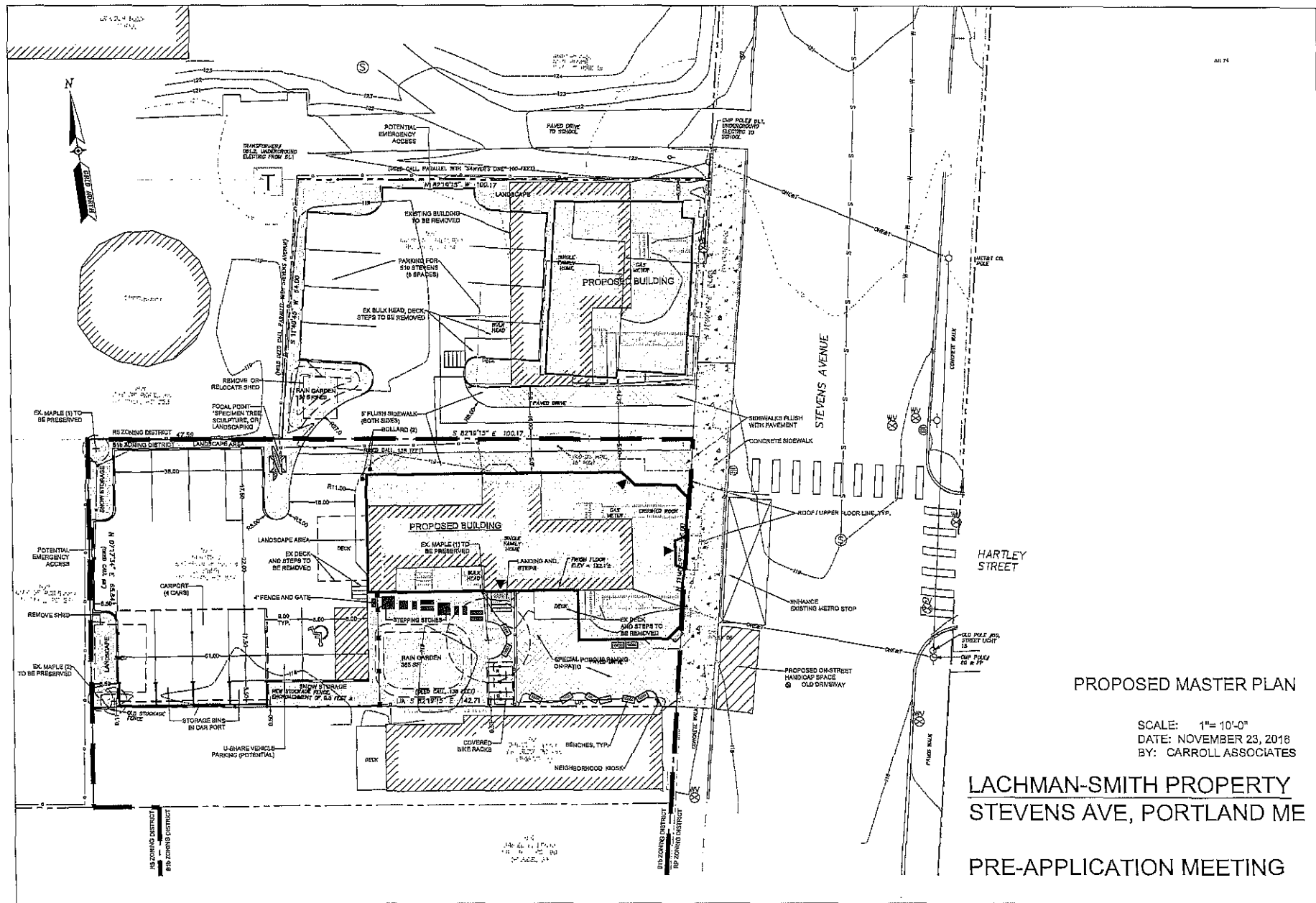


City of Portland, DPS

BY: CARROLL ASSOCIATES

DATE: FEBRUARY, 2017

Web AppBuilder for ArcGIS
City of Portland, DPS | City of Portland |



Re: 510 Stevens Ave

1 message

Barbara Barhydt <bab@portlandmaine.gov>

Wed, Apr 5, 2017 at 8:51 AM

To: Caroline Sprague <spraguecaroline@yahoo.com>

Cc: "Munson, Jennifer" <jmy@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>

Hello Caroline:

Thank you for your comments and we will include them in the review for the Planning Board. I do want to clarify that the Planning Division sent a receipt of application notice. I believe you received the notice for a neighborhood meeting held by the applicant. There will be a workshop and public hearing scheduled sometime in the future with the Planning Board, but we have not scheduled this item on the Board's agenda as of yet. Notices will be posted and mailed for those meetings.

If you have questions about the review process with the Planning Board, please let me know.

Thank you.

Barbara

Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

On Tue, Apr 4, 2017 at 7:28 PM, Caroline Sprague <spraguecaroline@yahoo.com> wrote:

We just received notification of a meeting occurring next Tuesday regarding the property located at 510 Stevens Ave. While we are unable to attend the meeting, my husband and I own two properties on Crosby Street and would like to be on the record as opposing a change of zoning to that location.

This change of zoning will have negative consequences on our property in various ways, including causing parking congestion on the surrounding streets.

We encourage you to NOT approve that change. The area has a very residential, undeveloped feel to it which is critically important to current owners of property. To allow someone to build a large multi unit in that location would completely change the look and feel of the area.

Thank you,
Caroline and Mark Sprague
20 and 26 Crosby Street

April 18, 2017

To: The Planning Board

I recently was able to attend the meeting at Siano's on April 14th, to hear about the rezoning request by the owners. The first thing that was stated was, "We are trying to re-vitalize Deering Center". Not sure what that means because we are vital all ready!

Since my last letter regarding 502 was mute, this letter will probably be also!!!

I can not make any of the meetings for I work Tuesday nights, but I hope this letter is read out loud for all to hear in attendance. My concerns and voice need to be heard!

You, as the Planning Board, obviously do not care about the people who reside near the Steven's Avenue side of the 510 zoning request. Nor do you care about the employees parking from the local businesses; the people coming to the area to the businesses; and the delivery trucks that will be delivering to these businesses.

If you did you would realize how you contradicted yourselves. Last September when school started everyone on the upper end of Clinton Street was given 3-4 tickets during the day because the 2 hour parking ban was enforced without warning. The neighborhood and businesses petitioned to have the parking ban stopped!

Your reason was that there was too many cars parked on Clinton Street and Steven's Avenue. Now, you put through 502, (more cars and traffic and an added business) and want to change the 510 lot to do the same.

Let it me known that I oppose this Site Plan and Subdivision because of multiple reasons:

Page 2

Traveling North from Woodfords Street up Stevens Avenue to Hartley Street:

Left Side of Street: Schools & Businesses ***Depicts Rental Unit(s) above

Deering High School
Longfellow Elementary School
Pleasant Avenue Church
Siano's Restaurant & Pizzeria
Pat's Meat Market - 2nd floor - Tree House Restaurant
House - Multiple Family *** (2-3 rents)
Honey Exchange
Roy's Shoe Shop - ***Living Quarters upstairs
Lincoln Middle School

Right Side of Street:

Burbank Branch Library
Photography Studio & One other business ***
Jet Video/ Postal Store/Ice Cream Shop ***
Hair Salon***
Tailor/Sewing Shop ***
Black Cat Coffee Shop***
Hair Salon
Scandinavian Shop
Quality Shop/Grocery/Sandwich Shop ***
Veterans Building - Offices above
Dr. Ron Cody, DDS ***
Grey Home - 4-5 Therapists Offices
White Building - Offices ?

That is a total of 22 active use buildings in the vicinity not counting any single homes in the area or apartment houses. We have plenty of traffic and businesses now.

My home is the second home on the left behind Dr. Cody's office and all of my neighbors, including myself, just complained in September about forcing the two hour parking limit. We, as a community, petitioned against enforcing the two hour limit because we do not have a problem with parking or safety at this time.

Page 3

Knowing that the area is heavily traveled with the businesses and schools, the City of Portland keeps adding to the populated area. For example, building a Pharmacy School without enough parking for the students and if that wasn't bad enough, allowing for a Dental School. The students are forced to park in the street filling the whole length of Steven's Avenue from Morrill's Corner to Hartley Street. I feel really bad for these students for they have to walk a long way to their cars on a dimly lit street! Someone is going to get killed!

The area just can not handle any more traffic! I suggest a traffic study be done before any more buildings are renovated to add more apartments and businesses.

Thank you for your time and consideration.
Nancy Polito
177 Clinton Street
Portland, Maine 04103
207-807-2299