

AGENDA

REGULAR CITY COUNCIL MEETING

NOVEMBER 6, 2017

1. City Council Meeting Agenda Only

Documents:

[CITY COUNCIL AGENDA 2017-11-06.PDF](#)

2. City Council Meeting Agenda & Packet (Pt. 1)

Documents:

[CITY COUNCIL PACKET - TAB 1 THRU TAB 20.PDF](#)

3. City Council Meeting Agenda & Packet (Pt. 2)

Documents:

[CITY COUNCIL PACKET - TAB 21 THRU TAB 34.PDF](#)

4. City Council Meeting Agenda & Packet (Pt. 3)

Documents:

[CITY COUNCIL PACKET - TAB 35 THRU TAB 38.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
NOVEMBER 6, 2017

The Portland City Council will hold a regular City Council Meeting at 5:00 p.m. in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

SPECIAL MEETING:

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

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

A Special Meeting of the Corporator of the Portland Development Corporation will be held in City Council Chambers on November 6, 2017, at 5:00 p.m. for Council discussion and vote on the following item:

**Order 87-17/18
(Tab 1)**

Order Amending the Portland Development Corporation's Business Assistance Program for Job Creation Guidelines – Sponsored by the Portland Development Corporation, Tim Agnew, President.

The Portland Development Corporation (PDC) met on September 28, 2017 and voted 6-2 (Dennis Martin and Mayor Strimling opposed) to forward this item to the City Council with a recommendation for passage.

The PDC Board is seeking Council approval to modify the guidelines of the Business Assistance Program for Job Creation. The objective is to remove the program requirement that jobs created must be filled by Portland residents.

Portland businesses that receive program grants will be still be required to create jobs for low and moderate income individuals, as required by the Department of Housing and Urban Development, given that the program is Community Development Block Grant funded. Local businesses will continue to benefit from the grants to help them to startup or grow.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 2) October 16, 2017 Regular City Council Meeting Minutes

PROCLAMATIONS:

Proc 12-17/18 Proclamation Honoring Officer Erik Richard as Police Officer of the
(Tab 3) Month – Sponsored by Mayor Ethan K. Strimling.

Proc 13-17/18 Proclamation Honoring the Oxford Street Shelter on the Occasion of
(Tab 4) Receiving the 2017 Innovation & Excellence Award from the National
Alliance to End Homelessness – Sponsored by Councilor Justin Costa.

Proc 14-17/18 Proclamation Honoring Captain David Petrucci – Sponsored by
(Tab 5) Mayor Ethan K. Strimling.

APPOINTMENTS:

Order 88-17/18 Order Appointing Constables for 2017 Re: Fire Department -
(Tab 6) - Sponsored by Jon P. Jennings, City Manager.

The Fire Department requests the swearing in of three (3) Fire Prevention Officers as constables for the City of Portland. The officers are Division Chief Robert Thompson, Captain John Brennan, and Captain Chris Pirone.

The three officers are assigned to the City of Portland and are responsible enforcing municipal ordinances, addressing quality of life issues, and developing positive relationships with the public and local business owners.

These appointments shall be effective from the effective date of this order until 12:00 midnight, December 31, 2017.

These appointments are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets.

Staff is requesting that this appointment be passed as an emergency in order to make it effective immediately and allow the Constables to begin work.

Emergency enactment requires seven affirmative votes after public comment.

CONSENT ITEMS:

LICENSES:

**Order 89-17/18
(Tab 7)** **Order Granting Municipal Officers' Approval of Blue Lobster Urban Winery dba Blue Lobster Wine Co. Application for a Winery License at 219 Anderson Street - Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 9/26/2017. New City application. Location was formerly Pistol Pete's.

Five affirmative votes are required for passage after public comment.

**Order 90-17/18
(Tab 8)** **Order Grandtng Municipal Officers' Portland Pottery, Inc. dba Lena's. Application for a Class III & IV with Outdoor Dining on Public Property at 122 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 9/26/2017. New City and State applications. Location is currently Portland Pottery, and they are upgrading to include beer and wine.

Five affirmative votes are required for passage after public comment.

**Order 91-17/18
(Tab 9)** **Order Granting Municipal Officers' Approval of Portland Pie LLC dba Portland Pie Company. Application for a Class I FSE at 51 York Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 10/3/2017. New City and State applications. This is a change of ownership of an existing business.

Five affirmative votes are required for passage after public comment.

**Order 92-17/18
(Tab 10)** **Order Granting Municipal Officers' Approval of Viale LLC dba The Tasting Room. Application for a Class A Lounge at 495 Forest Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 10/6/2017. New City and State applications.

Five affirmative votes are required for passage after public comment.

**Order 93-17/18
(Tab 11)**

Order Granting Municipal Officers' Approval of Maine & Loire LLC dba Drifters Wife. Application for a Class I FSE at 59 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 10/12/2017. New City and State applications. Location was formerly Roustabout.

Five affirmative votes are required for passage after public comment.

**Order 94-17/18
(Tab 12)**

Order Granting Municipal Officers' Approval of Atwater Holdings, LLC dba Sagamore Hill Lounge. Application for a Class A Lounge with Outdoor Dining on Public Property at 638 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 10/13/2017. New City and State applications. Location was formerly the lobby of the Lafayette Building.

Five affirmative votes are required for passage after public comment.

**Order 95-17/18
(Tab 13)
I**

Order Granting Municipal Officers' Approval of The High Roller Lobster LLC dba The High Roller Lobster Co. Application for a Class FSE with Outdoor Dining on Private Property at 104 Exchange Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 10/13/2017. New City and State applications. Location was formerly the Portland Meatball Company.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

**Com 6-17/18
(Tab 14)**

Communication Re: Comprehensive Plan Consistency Determination – Sponsored by Jon P. Jennings, City Manager.

Portland's Plan 2030, adopted by the City Council on June 5, 2017, was subsequently forwarded to the Maine Department of Agriculture, Conservation & Forestry (DACF), Bureau of Resource Information & Land Use Planning, for review. On August 8, DACF found it complete and consistent with Maine's Growth Management Act.

Following the State's determination, the Plan received a final proofread, incorporated technical clarifications based on State review comments, and an index was created, as discussed at City Council's June 5 public hearing.

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

RESOLUTIONS:

UNFINISHED BUSINESS:

**Order 75-17/18
(Tab 15)**

**Amendment to Portland City Code Chapter 2 Administration Re:
Senior Tax Relief Program – Sponsored by the Finance Committee,
Councilor Nicholas M. Mavodones, Jr., Chair.**

The Finance Committee met on September 21, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The State of Maine Property Tax Fairness 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.

In order to qualify for the State program, adjusted gross income must be between \$33,333 and \$53,000, depending on the size of the household; and property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%. The state only rebates half of what is needed to truly bridge the gap. Almost 900 seniors living in Portland qualify for the State credit.

This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half, in an effort to help ease the burden of rising housing costs for low-income seniors, 62 or older. The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The program will provide up to \$900 in tax or rent relief. The average, for Portland residents, under the State program is \$300.

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, which is very high, the projected cost would be approximately \$250,000. This amount would need to be added to the next fiscal year's budget.

This item must be read on two separate days. It was given a first reading on October 2. Since Mayor Strimling was unable to attend the October 16th Council meeting, he requested that this item be postponed to this Council meeting so he would be available for the Council debate and vote on this item.

Five affirmative votes are required for passage after public comment.

**Order 84-17/18
(Tab 16)**

Order Approving the Collective Bargaining Agreement with Police Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends Council support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018; and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately one million (\$1,000,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a Memorandum of Agreement (MOA) to begin discussions on implementing a pilot program regarding body-worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract will be available for review in the Human Resources Department.

This item must be read on two separate days. It was given a first reading on October 16. Five affirmative votes are required for passage after public comment.

**Order 85-17/18
(Tab 17)**

Order Approving the Collective Bargaining Agreement with Police Superior Officers Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

Staff has reached a tentative agreement with the Police Superior Officers Benevolent Association (PSOBA) on a successor contract. The prior collective bargaining agreement expired December 31, 2016.

The PSOBA, which is comprised of 32 Police Lieutenants and Sergeants, has reached a tentative agreement with the City. The Administration is requesting a first reading on October 16, 2017.

The tentative agreement is within the guidance received by the City Council on January 18, 2017 and again on May 1, 2017.

The Union has ratified the tentative agreement and the Administration recommends Council support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018; and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately three hundred and thirty eight thousand (\$338,000.00) dollars over the three (3) year agreement.

In consideration for the wage adjustments, the Union has agreed to carry and administer Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to Memorandum of Agreement (MOA) regarding body-worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract is available for review upon request.

This item must be read on two separate days. It was given a first reading on October 16. Five affirmative votes are required for passage after public comment.

**Order 86-17/18
(Tab 18)**

Order Appropriating Additional Education Subsidy in the Amount of \$712,351 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair,

On October 12, 2017 the Finance Committee voted unanimously to support the Portland School Board's recommendation to appropriate an additional \$712,351 towards the Portland Public Schools FY18 budget as a result of

additional education funding received in the final enacted State of Maine budget. These funds will be used for one-time expenditures, ongoing programming, and restoration of cuts made during the FY18 budget process.

This item must be read on two separate days. It was given a first reading on October 16. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 96-17/18 (Tab 19)

Order Granting a License at 20 Thames Street to EssexNorth Portland LLC – Sponsored by Jon P. Jennings, City Manager.

The property at 20 Thames Street is partially located within an established historic district which requires that development proposals be reviewed and approved by the Historic Preservation Board for conformity with applicable design standards for new construction as listed under Chapter 14, Article IX, Historic Preservation, of the Land Use Code. The Historic Preservation Board unanimously voted 5-0 (Pollard, Wood absent) to approve a Certificate of Appropriateness application for the design of this project on January 18, 2017.

This proposal included projecting balconies which extend into the airspace over the public right-of-way for Thames Street. Given that the design of a building located within a historic district falls under the purview of the Historic Preservation Board, at time of site plan approval for this project on September 14, 2017, the Planning Authority added a condition of approval in support of the Historic Preservation Board's decision which requires that the applicant secure a license with the City to occupy air space over a public right-of-way and provide a fair market-value contribution for said occupation to the City's Housing Fund.

The proposal consists of four balconies; two measuring 19' 8" in length and two measuring 22' 4" in length, with the projection of each measuring 4' feet into the public right-of-way. The total square footage of this space is 337.06 square feet. A contribution of \$7,500 for the 337.06 square feet of occupied space is being requested, which would be paid into the City's Housing Fund. This rate was determined at a factor of 25% of the per square foot value of the lot multiplied by the proposed balcony area.

Five affirmative votes are required for passage after public comment.

Order 97-17/18 (Tab 20)

Order Approving Amended Portland Tax Increment Financing Policy – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

The Economic Development Committee (EDC) met on October 3, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

Mayor Strimling's first proposed amendments to Portland City TIF Policy were presented to the EDC at its April 18, 2017 meeting. Over the past several months, the EDC has received input from the public, City staff, and expert panelists on the proposed TIF Policy Amendments.

The basis for the Mayor's proposed amendments to City TIF Policy is to add additional requirements upon private sector projects and associated construction employment funded with City TIF district financial assistance through Credit Enhancement Agreements (CEAs).

The redline version of the City TIF Policy in the Council packet utilizes the Mayor's most recent updated version as recommended by the EDC.

Proposed amendments being brought to the City Council from the EDC include:

1. Addition of State Prevailing Wage Requirements in the construction phase of a TIF CEA;
2. Equal Employment Opportunities and Nondiscrimination;
3. Increasing the capture rate and the term for affordable housing projects; and,
4. Housekeeping amendments.

Five affirmative votes are required for passage after public comment.

**Order 98-17/18
(Tab 21)**

**Order Approving the Master Lease Agreement with Mobilitie, LLC -
Re: Leasing Light Poles for Small Cell Technology - Sponsored by Jon
P. Jennings, City Manager.**

Mobilitie is seeking to sign a master lease agreement with the City of Portland which would set general terms for future deployment of "small cells" within City limits. Small Cells are a relatively new technology designed to provide voice and/or data service capacity to areas of high demand. In exchange for usage of City locations Mobilitie would pay the City rent at each location. The master lease agreement is not a lease agreement for any specific space; it is instead an establishment of the legal framework for which future leases would be designed. Each future location would still require a separate lease supplement and all other required contract approvals including location approval by City staff but would presumably avoid significant additional required legal review due to the previously agreed upon master terms. The full master lease agreement is included in the Council meeting backup.

Five affirmative votes are required for passage after public comment.

**Order 99-17/18
(Tab 22)**

Order Amending the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District and Amending the Municipal Development Program for the District Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

The Economic Development Committee met on October 24 and voted 2-0 (Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

The City recently received an application for an Affordable Housing (AH) Tax Increment Financing District utilizing Assessor Parcel 22-F-1 for this District.

The Parcel is located in the Downtown Transit Oriented Development (TOD) TIF District, and therefore, needs to be removed from that District.

The assessed value of this parcel is \$0 as it is currently tax exempt and owned by the Portland Housing Authority. The acreage of the parcel is .48.

Because both the value and acreage of 22-F-1 are negligible, it does not change the Original Assessed Value of the DT TOD TIF, nor the total TIF District acreage estimated at 422 acres. Therefore, revisions to the District document are minimal as no changes to the dollar figures, or the acreage figures are needed.

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

**Order 100-17/18
(Tab 23)**

Order Appropriating Home Investment Partnerships Program Funds in the Amount of \$200,000 to the Portland Housing Development Corporation Re: 58 Boyd Street – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$200,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The 58 Boyd Street Apartments project will include:

58 Boyd Street		
Efficiency Units (25)	at or below 50% area median income	12
	at or below 60% area median income	5
	Market Rate	8
1-Bedroom Units (5)	at or below 50% area median income	3
	at or below 60% area median income	1
	Market Rate	1
2-Bedroom Units (16)	at or below 50% area median income	12
	at or below 60% area median income	2
	Market Rate	2
3-Bedroom Units (9)	at or below 50% area median income	9
	at or below 60% area median income	0
	Market Rate	0
Total Units		55

The project will consist of a fifty-five (55) unit, mixed-income, multi-family rental apartment community. Forty-four (44) units will be affordable to households earning below 60% of the area median income. The remaining eleven (11) units will be market-rate apartments.

Twenty-eight (28) units will have project based rental assistance; ten percent (10%) of the units will have a set-aside for homeless households and another ten percent (10%) will have preference for homeless or disabled households. This is the next phase of Portland Housing Authority's strategic planning goal of increasing the supply of affordable housing.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is included in the agenda backup. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project, has the financial capacity to keep the development process moving forward and that the project will have sufficient cash flow to repay the City HOME loan in full. The third party report makes the following recommendations:

A HOME loan in the amount of no more than \$200,000, over 20 years, at zero percent interest, with repayment annually of 25% of cash flow.

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

**Order 101-17/18
(Tab 24)**

Order Designating 58 Boyd Street Apartments Affordable Housing Development District and Tax Increment Financing (TIF) District and Adopting Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at an average \$71,486 annually over 30 years.

The Portland Housing Development Corporation has requested two forms of financial assistance.

- (1) HOME funds request: \$200,000 (described in separate agenda item)
- (2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable revenue, currently estimated at a 30 year annual average of \$71,486; an estimated total of \$2,144,566 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The project will consist of a fifty-five (55) unit, mixed-income, multi-family rental apartment community. The project includes 25 efficiency units, 5 1-bed units, 16 2-bed units and 9 3-bed units; 44 units will be affordable to households earning below 60% of the area median income; 11 units will be market-rate apartments.

Twenty-eight (28) units will have project based rental assistance; ten percent (10%) of the units will have a set-aside for homeless households and another ten percent (10%) will have preference for homeless or disabled households. This is the next phase of Portland Housing Authority's strategic planning goal of increasing the supply of affordable housing.

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 50% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 50% of the increased assessed value for 30 years. The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

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

**Order 102-17/18
(Tab 25)**

Order Approving and Authorizing the City Manager to Enter into the 58 Boyd Street Apartments Credit Enhancement Agreement with 58 Boyd Street LP – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

This is a companion Order to Order 101-17/18.

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

**Order 103-17/18
(Tab 26)**

**Order Appropriating Home Investment Partnerships Program Funds
in the Amount of \$300,000 to the Avesta Housing Development
Corporation - Sponsored by the Housing Committee, Councilor Jill
Duson, Chair.**

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eighty (80) unit, mixed-income rental housing development on a site it owns located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$300,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The Deering Place project will include:

Deering Place 510 Cumberland Avenue & 61 Deering Street		
Efficiency Units (15)	at or below 40% area median income	0
	at or below 50% area median income	9
	at or below 60% area median income	0
	Market Rate	6
1-Bedroom Units (40)	at or below 40% area median income	0
	at or below 50% area median income	17
	at or below 60% area median income	0
	Market Rate	23
2-Bedroom Units (12)	at or below 40% area median income	5
	at or below 50% area median income	4
	at or below 60% area median income	0
	Market Rate	3
3-Bedroom Units (13)	at or below 40% area median income	8
	at or below 50% area median income	5
	at or below 60% area median income	0
	Market Rate	0
Total Units		80

The Deering Place development will completely reconfigure the site at 61 Deering Street/510 Cumberland Avenue:

- A new building containing 27 apartment units will be built at 61 Deering Street, along with 5 parking spaces;
- An addition will be constructed on 510 Cumberland Avenue, adding 33 new apartment units and covered parking;

- The existing 510 Cumberland Avenue commercial space will be reconfigured into 7 apartments and covered parking;
- The existing 13 apartment units at 510 Cumberland Avenue will be renovated;
- The historic structure at 73 Deering will be removed from the existing property description and use restrictions and sold for an estimated \$500,000;
- The existing playground will be removed.

In total, the development will include 80 apartment units, ranging in size from efficiency to 3 bedrooms. It will include a community room, a telemedical room, laundry facilities in each building, and 64 parking spaces. The project will serve a mixed income population, with 32 market rate units and 48 affordable units. Thirteen units will continue to serve households at 40% of AMI, per the existing affordability restriction with Maine Housing. The remaining 35 affordable units will serve households at 50% AMI.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is attached. The report indicates that the developer is an experienced developer, has the financial capacity to keep the development process moving forward and the project will have sufficient cash flow to repay the City HOME loan in full. The third party report makes the following recommendations:

A HOME loan in the amount of no more than \$300,000, over 20 years, at zero percent interest, with repayment annually of 20% of cash flow.

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

**Order 104-17/18
(Tab 27)**

Order Designating Deering Place Affordable Housing Development District and Tax Increment Financing (TIF) District and Adopting the Municipal Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage. The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eight (80) unit mixed-income rental housing development on a site it owns located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with a project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$147,981 annually over 30 years.

The Avesta Housing Development Corporation has requested two forms of financial assistance.

- (1) HOME funds request: \$300,000 (described in separate agenda item);
- (2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$147,981, with an estimated total of \$4,439,439 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The project will consist of 80 units of rental housing including 15 efficiency units, 40 1-bedroom units, 12 2-bedroom units and 13 3-bedroom units. The units will be affordable to households earning 40%, 50% and 60% of area median income.

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the project's annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is an experienced developer and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured.

While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

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

**Order 105-17/18
(Tab 28)**

Order Approving and Authorizing the City Manager to Enter into the Deering Place Credit Enhancement Agreement with Avesta Deering Place LP– Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

This is a companion Order to Order 104-16/17.

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

**Order 106-17/18
(Tab 29)**

Order Approving Second Modification to Agreement between Portland and Maine Department of Transportation Re: Woodford's Corner Intersection Improvements – Sponsored by Jon P. Jennings, City Manager.

City Council action is necessary to modify the two-party agreement with MaineDOT for the Woodford's Corner Intersection Improvement project. The original two-party agreement was approved by the City Council on March 21, 2016 (Council Order 172-14/15) and updated via the Council on June 5, 2017 (Council Order 265-16/17).

The lowest bid for the project received by MaineDOT and ultimately awarded was above the engineer estimates, which translates into a higher-than-anticipated construction cost. As such, additional funding is needed from the City (as well as MaineDOT and the various utilities involved with the project) to satisfy invoices expected in late 2017 and again at the end of the project.

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

**Order 107-17/18
(Tab 30)**

**Order Appropriating \$3,875,000 of Bayside Property Sale Proceeds -
Sponsored by Jon P. Jennings, City Manager.**

Four parcels within Bayside – 56 Parris Street, 82 Hanover Street, 65 Hanover Street and 178 Kennebec Street – are under contract as of October and those sales have been approved by City Council. As a result of these property sales the majority of City of Portland Public Works Department is being displaced and must move to a new headquarters at Canco Road. Operations displaced include critical activities such as Fleet Maintenance, Traffic, Winter Operations, and Public Works Administration. In order to pay expenses related to the sales and relocation, funding must be appropriated.

Listed below are the complete listing of parcel locations and sale prices. Each sale has been reviewed and approved by the Economic Development Committee and has also received approval from the full City Council.

Parcel A	56 Paris Street	\$175,000
Parcel B	82 Hanover Street	\$2,350,000
Parcel C	65 Hanover Street	\$1,100,000
Parcel D	178 Kennebeck Street	\$250,000
Total Sales Price:		\$3,875,000

It is estimated that there are approximately \$342,000 of costs related to brokerage commission, survey expenses, and valuation /appraisal expenses. The remaining funds will be utilized to relocate the Public Works operations to Canco Road and to renovate and equipment operations. It is the objective of the City to fully fund the Public Works move to Canco Road with sales proceeds – these parcels above plus sales proceeds from soon-to-be approved purchase and sale agreements at 55 Portland Street and 44 Hanover Street.

Eliminating the need to incur additional general obligation debt to fund the move would be a major financial victory for the City. Other local municipalities have recently incurred significant amounts of general obligation debt to fund their Public Works facilities. In 2013 South Portland voters approved \$14M of new debt to finance their Public Works facility – costing an estimated total principal / interest repayment of \$20M. In 2014 Westbrook approved \$8.7M of new general obligation debt to fund their Public Works facility – costing an estimated total principal / interest repayment of \$20M. It has always been intended that the Bayside sale proceeds would be used as the primary funding source to relocate Public Works operations and that this approach would result in no increase of future tax rates.

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

**Order 108-17/18
(Tab 31)**

**Order Amending Towing Schedule and Fees for Nonconsensual Tows
- Sponsored by the Sustainability & Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

The Sustainability & Transportation Committee will meet on November 15, 2017 to discuss this item.

The City of Portland regulates the fee tow operators may charge for services provided at the request of the City of Portland. The attached memo provides staff recommendations for increases to the tow operators. The last adjustment of any fees was in 2013, and several fee adjustments date back to 2008 and 1994.

Summary of Fee Increases:

1. Non-accident tow: increase from \$85.00 to \$100.00 (last adjusted in 2013)
2. Accident tow: increase from \$105.00 to \$125.00 (last adjusted in 2013)
3. Storage of Vehicles: increase from \$25.00 to \$30.00 (last adjusted in 2008)
4. After hours release: increase from \$25.00 to \$30.00 (last adjusted in 2008)
5. Vehicle re-tows: increase from \$85.00 to \$100.00 (last adjusted in 2013)
6. Hook up/Drop fee: increase from \$25.00 to \$30.00 (last adjusted in 1994)
7. Recovery charges are incurred when a vehicle has left the roadway, is submerged, rolled over, or otherwise requires special equipment for retrieval before it can be towed. Staff recommends that a charge of \$80.00 be assessed in addition to the towing fee. If the vehicle recovery takes longer than one hour, a rate of \$80.00 per hour may be charged after the first hour.

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

AMENDMENTS:

**Order 108A-17/18
(Tab)**

Amendment to Portland City Code Chapter 28. Traffic and Motor Vehicles Re: Disposition of Abandoned Vehicles – Sponsored by the Sustainability & Transportation Committee, Councilor Spencer Thibodeau, Chair.

The Sustainability & Transportation Committee will meet on November 15, 2017 to discuss this item.

This amendment creates reimbursement of administrative and legal costs incurred by tow companies during disposition of unclaimed or abandoned vehicles, as set out in Sec. 28-126, if the owner decides to re-claim the vehicle. Staff recommends that such costs be reimbursed only after documentation of expenses have been provided to and authorized by the Portland Police Department.

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

**Order 109-17/18
(Tab 32)**

Amendment to Portland City Code Chapter 28. Traffic and Motor Vehicles Re: Traffic Schedule – Sponsored by the Sustainability & Transportation Committee, Councilor Spencer Thibodeau, Chair.

The Sustainability & Transportation Committee will meet on November 15, 2017 to discuss this item.

The City of Portland regulates the parking of vehicles on Portland streets in Chapter 28 of the City Code. Street maintenance parking restrictions in that Chapter fall into one of two categories:

First, on peninsula including a concentration of streets in and around the former Nathan Clifford School, parking is prohibited during designated night time hours when signs prohibiting the same have been posted. Additionally, there are day time restrictions for street maintenance in the East End and Parkside neighborhoods. It should also be noted that until 2015 on-peninsula streets had a parking restriction one night/day per week. In 2015, however, the restriction was relaxed to one night/day every other week as it was acknowledged that City services were being performed less at night.

Second, off-peninsula parking is allowed on even number days on the even numbered side of the street, and on odd numbered days on the odd numbered side of the street. This is more commonly known as “Odd/Even Parking”. There are three neighborhood areas where odd/even parking is currently enforced in the City: Deering Center, the USM area, and a section of Libbytown.

The following is a list of the staff recommendations:

Peninsula parking (including section around Nathan Clifford School): Staff recommends that streets where parking is restricted to designated hours, with signs specifically prohibiting the same, only be enforced from October 1 to May 31 each year. This time frame allows for City staff to sweep streets due to the annual leaf drop, allow for snow removal during winter months, and allow for the sweeping of the streets in the spring to clean up the residual sand/salt from winter operations.[1] This timeframe also allows for a period each fall to warn

parkers that the restriction is in effect before actual enforcement commences. This proposed change would not apply to Service Area 3 of Traffic Schedule XXXA, which contains streets within Portland Downtown where staff recommends that the current restrictions remain in place year-round.

It is important to note that this recommendation will result in a decrease in parking ticket revenue of approximately \$150,000 from tickets issued during the parking restrictions.

Off Peninsula: In all other areas of the City, odd/even parking restrictions currently exist; however as stated previously it is only enforced in three neighborhood areas: Deering Center, the USM area, and a section of Libbytown. Staff recommends that the odd/even parking restrictions be removed from City Code and overnight parking be unrestricted. The removal of this parking restriction will not affect Public Works sweeping operations, but there will be a decrease in parking ticket revenue of approximately \$22,500 from tickets issued in the areas where odd/even parking is enforced.

Due to changes in municipal operations, street sweeping is no longer the norm during street maintenance restricted parking. As a result, a review was requested of existing street maintenance parking restrictions on and off peninsula.

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

**Order 110-17/18
(Tab 33)**

**Amendment to Portland City Code New Chapter 34 Pesticide Use -
Sponsored by the Sustainability and Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

On October 12 the Sustainability and Transportation Committee voted 3-0 to recommend the creation of the City of Portland Pesticide Ordinance that prohibits the use of synthetic pesticides for outdoor pest management on public and private property within the City of Portland. It provides limited exceptions that allow the use of otherwise prohibited pesticides in emergency situations and when an imminent threat to the health and welfare of the public exists. In other circumstances, it creates a process where persons who wish to apply a prohibited pesticide may apply for a waiver from a committee established to hear such requests. The committee may grant a waiver only if the request meets specific criteria.

The ordinance also creates an advisory committee tasked with assisting in the development of a robust education campaign to educate the public and retailers about land care practices that do not require pesticides and about organic alternatives to synthetic pesticides. Provisions of the ordinance would be enforced by the City Manager or designee and violations could be

subject to fines as described in Chapter 1 of the Portland City Code. Staff has provided the Board of Pesticides Control with notice of this ordinance as well a copy of the text as required by statute.

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

**Order 111-17/18
(Tab 34)**

Amendment to Portland City Code Re: Text Amendment to Chapter 15 and Chapter 21 Re: Farmers' Markets – Sponsored by Jon P. Jennings, City Manager.

The Winter Farmers' Market needs to move from last year's location in East Bayside because the space has become too small for its operation and the current lease rate is no longer affordable for the farmers. The Maine Girls' Academy (formerly Catherine McCauley High School) at 631 Stevens Avenue has offered to house the Winter Market for the foreseeable future, with more than twice the square footage.

In order to allow the Winter Market to operate at this new location and make Chapter 21 more flexible so that future location changes will not prompt further changes to the ordinance, staff is proposing an amendment to Chapter 21. Other private venues have also asked about hosting farmers' markets. The proposed amendment would clarify the distinction between farmers' markets operating on public property, and those operating on private property. The amendment to Chapter 15 follows with a cost for those on private property.

Staff is requesting emergency passage at the time of the second reading in order for the business to open on December 2.

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

**Order 112-17/18
(Tab 35)**

Amendment to Portland City Code Chapter 14 Re: Maine Medical Center Institutional Overlay Zone – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

The Planning Board met on September 26, 2017 and voted unanimously to forward this item to the City Council with a recommendation for passage.

The proposed Maine Medical Center Institutional Overlay Zone comprises two elements:

1. A map amendment to identify the area of the overlay, and
2. Text amendments, in the form of Regulatory Framework, that identifies the zoning requirements that apply to the IOZ.

The proposals have been developed by Maine Medical Center to facilitate expansion of the hospital to better meet changing health care needs in

Portland and Maine while also responding to local concerns about the associated impacts of such growth.

The proposed amendments to the land use code address the IOZ ordinance submission and review requirements, have been revised in response to public, staff and Board comments, and are based on the Institutional Development Plan which has recently been approved by the Planning Board.

As proposed, Maine Medical Center's Regulatory Framework includes provisions related to uses, dimensional standards, design, transportation and parking, environment, neighborhood integration, construction management, helipad, snow ban parking, retail and housing replacement, and mitigation of future impacts.

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

**Order 113-17/18
(Tab 36)**

Order Repealing Conditional Zone Agreement C-41 for Property in Vicinity of Western Promenade/Maine Medical Center and Amending the Zoning Map – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

This order and Orders 114-17/18 and 115-17/18 are companion orders to Order 112-17/18.

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

**Order 114-17/18
(Tab 37)**

Order Repealing Conditional Zone Agreement C-18 for Property at 883-903 Congress Street and Amending the Zoning Map – Sponsored by Planning Board, Elizabeth Boepple, Chair.

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

**Order 115-17/18
(Tab 38)**

Amendment to Zoning Map Re: Maine Medical Center Institutional Overlay Zone – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

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

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

AGENDA
REGULAR CITY COUNCIL MEETING
NOVEMBER 6, 2017

The Portland City Council will hold a regular City Council Meeting at 5:00 p.m. in City Council Chambers, City Hall. The Honorable Ethan K. Strimling, Mayor, will preside.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

RECOGNITIONS:

SPECIAL MEETING:

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

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

A Special Meeting of the Corporator of the Portland Development Corporation will be held in City Council Chambers on November 6, 2017, at 5:00 p.m. for Council discussion and vote on the following item:

**Order 87-17/18
(Tab 1)**

Order Amending the Portland Development Corporation's Business Assistance Program for Job Creation Guidelines – Sponsored by the Portland Development Corporation, Tim Agnew, President.

The Portland Development Corporation (PDC) met on September 28, 2017 and voted 6-2 (Dennis Martin and Mayor Strimling opposed) to forward this item to the City Council with a recommendation for passage.

The PDC Board is seeking Council approval to modify the guidelines of the Business Assistance Program for Job Creation. The objective is to remove the program requirement that jobs created must be filled by Portland residents.

Portland businesses that receive program grants will be still be required to create jobs for low and moderate income individuals, as required by the Department of Housing and Urban Development, given that the program is Community Development Block Grant funded. Local businesses will continue to benefit from the grants to help them to startup or grow.

Five affirmative votes are required for passage after public comment.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

(Tab 2) October 16, 2017 Regular City Council Meeting Minutes

PROCLAMATIONS:

**Proc 12-17/18 Proclamation Honoring Officer Erik Richard as Police Officer of the
(Tab 3) Month – Sponsored by Mayor Ethan K. Strimling.**

**Proc 13-17/18 Proclamation Honoring the Oxford Street Shelter on the Occasion of
(Tab 4) Receiving the 2017 Innovation & Excellence Award from the National
Alliance to End Homelessness – Sponsored by Councilor Justin Costa.**

**Proc 14-17/18 Proclamation Honoring Captain David Petruccelli – Sponsored by
(Tab 5) Mayor Ethan K. Strimling.**

APPOINTMENTS:

**Order 88-17/18 Order Appointing Constables for 2017 Re: Fire Department -
(Tab 6) - Sponsored by Jon P. Jennings, City Manager.**

The Fire Department requests the swearing in of three (3) Fire Prevention Officers as constables for the City of Portland. The officers are Division Chief Robert Thompson, Captain John Brennan, and Captain Chris Pirone.

The three officers are assigned to the City of Portland and are responsible enforcing municipal ordinances, addressing quality of life issues, and developing positive relationships with the public and local business owners.

These appointments shall be effective from the effective date of this order until 12:00 midnight, December 31, 2017.

These appointments are made pursuant to Portland City Code, Sections 20-19 and 20-19.5. Constables are not allowed to carry a firearm, concealed or unconcealed, in the performance of their duties, or to make arrests or issue parking tickets.

Staff is requesting that this appointment be passed as an emergency in order to make it effective immediately and allow the Constables to begin work.

Emergency enactment requires seven affirmative votes after public comment.

CONSENT ITEMS:

LICENSES:

**Order 89-17/18
(Tab 7)** **Order Granting Municipal Officers' Approval of Blue Lobster Urban Winery dba Blue Lobster Wine Co. Application for a Winery License at 219 Anderson Street - Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 9/26/2017. New City application. Location was formerly Pistol Pete's.

Five affirmative votes are required for passage after public comment.

**Order 90-17/18
(Tab 8)** **Order Grandtng Municipal Officers' Portland Pottery, Inc. dba Lena's. Application for a Class III & IV with Outdoor Dining on Public Property at 122 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 9/26/2017. New City and State applications. Location is currently Portland Pottery, and they are upgrading to include beer and wine.

Five affirmative votes are required for passage after public comment.

**Order 91-17/18
(Tab 9)** **Order Granting Municipal Officers' Approval of Portland Pie LLC dba Portland Pie Company. Application for a Class I FSE at 51 York Street – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 10/3/2017. New City and State applications. This is a change of ownership of an existing business.

Five affirmative votes are required for passage after public comment.

**Order 92-17/18
(Tab 10)** **Order Granting Municipal Officers' Approval of Viale LLC dba The Tasting Room. Application for a Class A Lounge at 495 Forest Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.**

Application was filed on 10/6/2017. New City and State applications.

Five affirmative votes are required for passage after public comment.

**Order 93-17/18
(Tab 11)**

Order Granting Municipal Officers' Approval of Maine & Loire LLC dba Drifters Wife. Application for a Class I FSE at 59 Washington Avenue – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 10/12/2017. New City and State applications. Location was formerly Roustabout.

Five affirmative votes are required for passage after public comment.

**Order 94-17/18
(Tab 12)**

Order Granting Municipal Officers' Approval of Atwater Holdings, LLC dba Sagamore Hill Lounge. Application for a Class A Lounge with Outdoor Dining on Public Property at 638 Congress Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 10/13/2017. New City and State applications. Location was formerly the lobby of the Lafayette Building.

Five affirmative votes are required for passage after public comment.

**Order 95-17/18
(Tab 13)
I**

Order Granting Municipal Officers' Approval of The High Roller Lobster LLC dba The High Roller Lobster Co. Application for a Class FSE with Outdoor Dining on Private Property at 104 Exchange Street – Sponsored by Michael Russell, Director of Permitting and Inspections.

Application was filed on 10/13/2017. New City and State applications. Location was formerly the Portland Meatball Company.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

COMMUNICATIONS:

**Com 6-17/18
(Tab 14)**

Communication Re: Comprehensive Plan Consistency Determination – Sponsored by Jon P. Jennings, City Manager.

Portland's Plan 2030, adopted by the City Council on June 5, 2017, was subsequently forwarded to the Maine Department of Agriculture, Conservation & Forestry (DACF), Bureau of Resource Information & Land Use Planning, for review. On August 8, DACF found it complete and consistent with Maine's Growth Management Act.

Following the State's determination, the Plan received a final proofread, incorporated technical clarifications based on State review comments, and an index was created, as discussed at City Council's June 5 public hearing.

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

RESOLUTIONS:

UNFINISHED BUSINESS:

**Order 75-17/18
(Tab 15)**

**Amendment to Portland City Code Chapter 2 Administration Re:
Senior Tax Relief Program – Sponsored by the Finance Committee,
Councilor Nicholas M. Mavodones, Jr., Chair.**

The Finance Committee met on September 21, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The State of Maine Property Tax Fairness 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.

In order to qualify for the State program, adjusted gross income must be between \$33,333 and \$53,000, depending on the size of the household; and property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%. The state only rebates half of what is needed to truly bridge the gap. Almost 900 seniors living in Portland qualify for the State credit.

This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half, in an effort to help ease the burden of rising housing costs for low-income seniors, 62 or older. The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The program will provide up to \$900 in tax or rent relief. The average, for Portland residents, under the State program is \$300.

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, which is very high, the projected cost would be approximately \$250,000. This amount would need to be added to the next fiscal year's budget.

This item must be read on two separate days. It was given a first reading on October 2. Since Mayor Strimling was unable to attend the October 16th Council meeting, he requested that this item be postponed to this Council meeting so he would be available for the Council debate and vote on this item.

Five affirmative votes are required for passage after public comment.

**Order 84-17/18
(Tab 16)**

Order Approving the Collective Bargaining Agreement with Police Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends Council support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018; and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately one million (\$1,000,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a Memorandum of Agreement (MOA) to begin discussions on implementing a pilot program regarding body-worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract will be available for review in the Human Resources Department.

This item must be read on two separate days. It was given a first reading on October 16. Five affirmative votes are required for passage after public comment.

**Order 85-17/18
(Tab 17)**

Order Approving the Collective Bargaining Agreement with Police Superior Officers Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

Staff has reached a tentative agreement with the Police Superior Officers Benevolent Association (PSOBA) on a successor contract. The prior collective bargaining agreement expired December 31, 2016.

The PSOBA, which is comprised of 32 Police Lieutenants and Sergeants, has reached a tentative agreement with the City. The Administration is requesting a first reading on October 16, 2017.

The tentative agreement is within the guidance received by the City Council on January 18, 2017 and again on May 1, 2017.

The Union has ratified the tentative agreement and the Administration recommends Council support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018; and 4% effective January 6, 2019.

The parties have also agreed to other economic provisions outlined in the term sheet included in the agenda backup.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately three hundred and thirty eight thousand (\$338,000.00) dollars over the three (3) year agreement.

In consideration for the wage adjustments, the Union has agreed to carry and administer Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to Memorandum of Agreement (MOA) regarding body-worn cameras with no additional compensation.

The tentative agreement, cost sheet, and pay are included in the agenda backup. A copy of the revised contract is available for review upon request.

This item must be read on two separate days. It was given a first reading on October 16. Five affirmative votes are required for passage after public comment.

**Order 86-17/18
(Tab 18)**

Order Appropriating Additional Education Subsidy in the Amount of \$712,351 – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair,

On October 12, 2017 the Finance Committee voted unanimously to support the Portland School Board's recommendation to appropriate an additional \$712,351 towards the Portland Public Schools FY18 budget as a result of

additional education funding received in the final enacted State of Maine budget. These funds will be used for one-time expenditures, ongoing programming, and restoration of cuts made during the FY18 budget process.

This item must be read on two separate days. It was given a first reading on October 16. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 96-17/18 (Tab 19)

Order Granting a License at 20 Thames Street to EssexNorth Portland LLC – Sponsored by Jon P. Jennings, City Manager.

The property at 20 Thames Street is partially located within an established historic district which requires that development proposals be reviewed and approved by the Historic Preservation Board for conformity with applicable design standards for new construction as listed under Chapter 14, Article IX, Historic Preservation, of the Land Use Code. The Historic Preservation Board unanimously voted 5-0 (Pollard, Wood absent) to approve a Certificate of Appropriateness application for the design of this project on January 18, 2017.

This proposal included projecting balconies which extend into the airspace over the public right-of-way for Thames Street. Given that the design of a building located within a historic district falls under the purview of the Historic Preservation Board, at time of site plan approval for this project on September 14, 2017, the Planning Authority added a condition of approval in support of the Historic Preservation Board's decision which requires that the applicant secure a license with the City to occupy air space over a public right-of-way and provide a fair market-value contribution for said occupation to the City's Housing Fund.

The proposal consists of four balconies; two measuring 19' 8" in length and two measuring 22' 4" in length, with the projection of each measuring 4' feet into the public right-of-way. The total square footage of this space is 337.06 square feet. A contribution of \$7,500 for the 337.06 square feet of occupied space is being requested, which would be paid into the City's Housing Fund. This rate was determined at a factor of 25% of the per square foot value of the lot multiplied by the proposed balcony area.

Five affirmative votes are required for passage after public comment.

Order 97-17/18 (Tab 20)

Order Approving Amended Portland Tax Increment Financing Policy – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

The Economic Development Committee (EDC) met on October 3, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

Mayor Strimling's first proposed amendments to Portland City TIF Policy were presented to the EDC at its April 18, 2017 meeting. Over the past several months, the EDC has received input from the public, City staff, and expert panelists on the proposed TIF Policy Amendments.

The basis for the Mayor's proposed amendments to City TIF Policy is to add additional requirements upon private sector projects and associated construction employment funded with City TIF district financial assistance through Credit Enhancement Agreements (CEAs).

The redline version of the City TIF Policy in the Council packet utilizes the Mayor's most recent updated version as recommended by the EDC.

Proposed amendments being brought to the City Council from the EDC include:

1. Addition of State Prevailing Wage Requirements in the construction phase of a TIF CEA;
2. Equal Employment Opportunities and Nondiscrimination;
3. Increasing the capture rate and the term for affordable housing projects; and,
4. Housekeeping amendments.

Five affirmative votes are required for passage after public comment.

**Order 98-17/18
(Tab 21)**

**Order Approving the Master Lease Agreement with Mobilitie, LLC -
Re: Leasing Light Poles for Small Cell Technology - Sponsored by Jon
P. Jennings, City Manager.**

Mobilitie is seeking to sign a master lease agreement with the City of Portland which would set general terms for future deployment of "small cells" within City limits. Small Cells are a relatively new technology designed to provide voice and/or data service capacity to areas of high demand. In exchange for usage of City locations Mobilitie would pay the City rent at each location. The master lease agreement is not a lease agreement for any specific space; it is instead an establishment of the legal framework for which future leases would be designed. Each future location would still require a separate lease supplement and all other required contract approvals including location approval by City staff but would presumably avoid significant additional required legal review due to the previously agreed upon master terms. The full master lease agreement is included in the Council meeting backup.

Five affirmative votes are required for passage after public comment.

**Order 99-17/18
(Tab 22)**

Order Amending the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District and Amending the Municipal Development Program for the District Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

The Economic Development Committee met on October 24 and voted 2-0 (Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

The City recently received an application for an Affordable Housing (AH) Tax Increment Financing District utilizing Assessor Parcel 22-F-1 for this District.

The Parcel is located in the Downtown Transit Oriented Development (TOD) TIF District, and therefore, needs to be removed from that District.

The assessed value of this parcel is \$0 as it is currently tax exempt and owned by the Portland Housing Authority. The acreage of the parcel is .48.

Because both the value and acreage of 22-F-1 are negligible, it does not change the Original Assessed Value of the DT TOD TIF, nor the total TIF District acreage estimated at 422 acres. Therefore, revisions to the District document are minimal as no changes to the dollar figures, or the acreage figures are needed.

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

**Order 100-17/18
(Tab 23)**

Order Appropriating Home Investment Partnerships Program Funds in the Amount of \$200,000 to the Portland Housing Development Corporation Re: 58 Boyd Street – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$200,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The 58 Boyd Street Apartments project will include:

58 Boyd Street		
Efficiency Units (25)	at or below 50% area median income	12
	at or below 60% area median income	5
	Market Rate	8
1-Bedroom Units (5)	at or below 50% area median income	3
	at or below 60% area median income	1
	Market Rate	1
2-Bedroom Units (16)	at or below 50% area median income	12
	at or below 60% area median income	2
	Market Rate	2
3-Bedroom Units (9)	at or below 50% area median income	9
	at or below 60% area median income	0
	Market Rate	0
Total Units		55

The project will consist of a fifty-five (55) unit, mixed-income, multi-family rental apartment community. Forty-four (44) units will be affordable to households earning below 60% of the area median income. The remaining eleven (11) units will be market-rate apartments.

Twenty-eight (28) units will have project based rental assistance; ten percent (10%) of the units will have a set-aside for homeless households and another ten percent (10%) will have preference for homeless or disabled households. This is the next phase of Portland Housing Authority's strategic planning goal of increasing the supply of affordable housing.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is included in the agenda backup. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project, has the financial capacity to keep the development process moving forward and that the project will have sufficient cash flow to repay the City HOME loan in full. The third party report makes the following recommendations:

A HOME loan in the amount of no more than \$200,000, over 20 years, at zero percent interest, with repayment annually of 25% of cash flow.

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

**Order 101-17/18
(Tab 24)**

Order Designating 58 Boyd Street Apartments Affordable Housing Development District and Tax Increment Financing (TIF) District and Adopting Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at an average \$71,486 annually over 30 years.

The Portland Housing Development Corporation has requested two forms of financial assistance.

- (1) HOME funds request: \$200,000 (described in separate agenda item)
- (2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable revenue, currently estimated at a 30 year annual average of \$71,486; an estimated total of \$2,144,566 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The project will consist of a fifty-five (55) unit, mixed-income, multi-family rental apartment community. The project includes 25 efficiency units, 5 1-bed units, 16 2-bed units and 9 3-bed units; 44 units will be affordable to households earning below 60% of the area median income; 11 units will be market-rate apartments.

Twenty-eight (28) units will have project based rental assistance; ten percent (10%) of the units will have a set-aside for homeless households and another ten percent (10%) will have preference for homeless or disabled households. This is the next phase of Portland Housing Authority's strategic planning goal of increasing the supply of affordable housing.

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 50% of the projects annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 50% of the increased assessed value for 30 years. The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

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

**Order 102-17/18
(Tab 25)**

Order Approving and Authorizing the City Manager to Enter into the 58 Boyd Street Apartments Credit Enhancement Agreement with 58 Boyd Street LP – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

This is a companion Order to Order 101-17/18.

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

**Order 103-17/18
(Tab 26)**

**Order Appropriating Home Investment Partnerships Program Funds
in the Amount of \$300,000 to the Avesta Housing Development
Corporation - Sponsored by the Housing Committee, Councilor Jill
Duson, Chair.**

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eighty (80) unit, mixed-income rental housing development on a site it owns located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$300,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The Deering Place project will include:

Deering Place 510 Cumberland Avenue & 61 Deering Street		
Efficiency Units (15)	at or below 40% area median income	0
	at or below 50% area median income	9
	at or below 60% area median income	0
	Market Rate	6
1-Bedroom Units (40)	at or below 40% area median income	0
	at or below 50% area median income	17
	at or below 60% area median income	0
	Market Rate	23
2-Bedroom Units (12)	at or below 40% area median income	5
	at or below 50% area median income	4
	at or below 60% area median income	0
	Market Rate	3
3-Bedroom Units (13)	at or below 40% area median income	8
	at or below 50% area median income	5
	at or below 60% area median income	0
	Market Rate	0
Total Units		80

The Deering Place development will completely reconfigure the site at 61 Deering Street/510 Cumberland Avenue:

- A new building containing 27 apartment units will be built at 61 Deering Street, along with 5 parking spaces;
- An addition will be constructed on 510 Cumberland Avenue, adding 33 new apartment units and covered parking;

- The existing 510 Cumberland Avenue commercial space will be reconfigured into 7 apartments and covered parking;
- The existing 13 apartment units at 510 Cumberland Avenue will be renovated;
- The historic structure at 73 Deering will be removed from the existing property description and use restrictions and sold for an estimated \$500,000;
- The existing playground will be removed.

In total, the development will include 80 apartment units, ranging in size from efficiency to 3 bedrooms. It will include a community room, a telemedical room, laundry facilities in each building, and 64 parking spaces. The project will serve a mixed income population, with 32 market rate units and 48 affordable units. Thirteen units will continue to serve households at 40% of AMI, per the existing affordability restriction with Maine Housing. The remaining 35 affordable units will serve households at 50% AMI.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is attached. The report indicates that the developer is an experienced developer, has the financial capacity to keep the development process moving forward and the project will have sufficient cash flow to repay the City HOME loan in full. The third party report makes the following recommendations:

A HOME loan in the amount of no more than \$300,000, over 20 years, at zero percent interest, with repayment annually of 20% of cash flow.

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

**Order 104-17/18
(Tab 27)**

Order Designating Deering Place Affordable Housing Development District and Tax Increment Financing (TIF) District and Adopting the Municipal Development Program for the District – Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair, and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage. The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eight (80) unit mixed-income rental housing development on a site it owns located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with a project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$147,981 annually over 30 years.

The Avesta Housing Development Corporation has requested two forms of financial assistance.

- (1) HOME funds request: \$300,000 (described in separate agenda item);
- (2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$147,981, with an estimated total of \$4,439,439 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The project will consist of 80 units of rental housing including 15 efficiency units, 40 1-bedroom units, 12 2-bedroom units and 13 3-bedroom units. The units will be affordable to households earning 40%, 50% and 60% of area median income.

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the project's annual property tax revenue to be returned to the developer.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is an experienced developer and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured.

While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

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

**Order 105-17/18
(Tab 28)**

Order Approving and Authorizing the City Manager to Enter into the Deering Place Credit Enhancement Agreement with Avesta Deering Place LP– Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor David Brenerman, Chair.

The Housing Committee met on September 26, 2017 and voted 3-0 to forward this item to the City Council with a recommendation for passage.

The Economic Development Committee met on October 24, 2017 and voted 2-0 (Councilor Thibodeau absent) to forward this item to the City Council with a recommendation for passage.

This is a companion Order to Order 104-16/17.

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

**Order 106-17/18
(Tab 29)**

Order Approving Second Modification to Agreement between Portland and Maine Department of Transportation Re: Woodford's Corner Intersection Improvements – Sponsored by Jon P. Jennings, City Manager.

City Council action is necessary to modify the two-party agreement with MaineDOT for the Woodford's Corner Intersection Improvement project. The original two-party agreement was approved by the City Council on March 21, 2016 (Council Order 172-14/15) and updated via the Council on June 5, 2017 (Council Order 265-16/17).

The lowest bid for the project received by MaineDOT and ultimately awarded was above the engineer estimates, which translates into a higher-than-anticipated construction cost. As such, additional funding is needed from the City (as well as MaineDOT and the various utilities involved with the project) to satisfy invoices expected in late 2017 and again at the end of the project.

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

**Order 107-17/18
(Tab 30)**

**Order Appropriating \$3,875,000 of Bayside Property Sale Proceeds -
Sponsored by Jon P. Jennings, City Manager.**

Four parcels within Bayside – 56 Parris Street, 82 Hanover Street, 65 Hanover Street and 178 Kennebec Street – are under contract as of October and those sales have been approved by City Council. As a result of these property sales the majority of City of Portland Public Works Department is being displaced and must move to a new headquarters at Canco Road. Operations displaced include critical activities such as Fleet Maintenance, Traffic, Winter Operations, and Public Works Administration. In order to pay expenses related to the sales and relocation, funding must be appropriated.

Listed below are the complete listing of parcel locations and sale prices. Each sale has been reviewed and approved by the Economic Development Committee and has also received approval from the full City Council.

Parcel A	56 Paris Street	\$175,000
Parcel B	82 Hanover Street	\$2,350,000
Parcel C	65 Hanover Street	\$1,100,000
Parcel D	178 Kennebeck Street	\$250,000
Total Sales Price:		\$3,875,000

It is estimated that there are approximately \$342,000 of costs related to brokerage commission, survey expenses, and valuation /appraisal expenses. The remaining funds will be utilized to relocate the Public Works operations to Canco Road and to renovate and equipment operations. It is the objective of the City to fully fund the Public Works move to Canco Road with sales proceeds – these parcels above plus sales proceeds from soon-to-be approved purchase and sale agreements at 55 Portland Street and 44 Hanover Street.

Eliminating the need to incur additional general obligation debt to fund the move would be a major financial victory for the City. Other local municipalities have recently incurred significant amounts of general obligation debt to fund their Public Works facilities. In 2013 South Portland voters approved \$14M of new debt to finance their Public Works facility – costing an estimated total principal / interest repayment of \$20M. In 2014 Westbrook approved \$8.7M of new general obligation debt to fund their Public Works facility – costing an estimated total principal / interest repayment of \$20M. It has always been intended that the Bayside sale proceeds would be used as the primary funding source to relocate Public Works operations and that this approach would result in no increase of future tax rates.

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

**Order 108-17/18
(Tab 31)**

**Order Amending Towing Schedule and Fees for Nonconsensual Tows
- Sponsored by the Sustainability & Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

The Sustainability & Transportation Committee will meet on November 15, 2017 to discuss this item.

The City of Portland regulates the fee tow operators may charge for services provided at the request of the City of Portland. The attached memo provides staff recommendations for increases to the tow operators. The last adjustment of any fees was in 2013, and several fee adjustments date back to 2008 and 1994.

Summary of Fee Increases:

1. Non-accident tow: increase from \$85.00 to \$100.00 (last adjusted in 2013)
2. Accident tow: increase from \$105.00 to \$125.00 (last adjusted in 2013)
3. Storage of Vehicles: increase from \$25.00 to \$30.00 (last adjusted in 2008)
4. After hours release: increase from \$25.00 to \$30.00 (last adjusted in 2008)
5. Vehicle re-tows: increase from \$85.00 to \$100.00 (last adjusted in 2013)
6. Hook up/Drop fee: increase from \$25.00 to \$30.00 (last adjusted in 1994)
7. Recovery charges are incurred when a vehicle has left the roadway, is submerged, rolled over, or otherwise requires special equipment for retrieval before it can be towed. Staff recommends that a charge of \$80.00 be assessed in addition to the towing fee. If the vehicle recovery takes longer than one hour, a rate of \$80.00 per hour may be charged after the first hour.

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

AMENDMENTS:

**Order 108A-17/18
(Tab)**

Amendment to Portland City Code Chapter 28. Traffic and Motor Vehicles Re: Disposition of Abandoned Vehicles – Sponsored by the Sustainability & Transportation Committee, Councilor Spencer Thibodeau, Chair.

The Sustainability & Transportation Committee will meet on November 15, 2017 to discuss this item.

This amendment creates reimbursement of administrative and legal costs incurred by tow companies during disposition of unclaimed or abandoned vehicles, as set out in Sec. 28-126, if the owner decides to re-claim the vehicle. Staff recommends that such costs be reimbursed only after documentation of expenses have been provided to and authorized by the Portland Police Department.

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

**Order 109-17/18
(Tab 32)**

Amendment to Portland City Code Chapter 28. Traffic and Motor Vehicles Re: Traffic Schedule – Sponsored by the Sustainability & Transportation Committee, Councilor Spencer Thibodeau, Chair.

The Sustainability & Transportation Committee will meet on November 15, 2017 to discuss this item.

The City of Portland regulates the parking of vehicles on Portland streets in Chapter 28 of the City Code. Street maintenance parking restrictions in that Chapter fall into one of two categories:

First, on peninsula including a concentration of streets in and around the former Nathan Clifford School, parking is prohibited during designated night time hours when signs prohibiting the same have been posted. Additionally, there are day time restrictions for street maintenance in the East End and Parkside neighborhoods. It should also be noted that until 2015 on-peninsula streets had a parking restriction one night/day per week. In 2015, however, the restriction was relaxed to one night/day every other week as it was acknowledged that City services were being performed less at night.

Second, off-peninsula parking is allowed on even number days on the even numbered side of the street, and on odd numbered days on the odd numbered side of the street. This is more commonly known as “Odd/Even Parking”. There are three neighborhood areas where odd/even parking is currently enforced in the City: Deering Center, the USM area, and a section of Libbytown.

The following is a list of the staff recommendations:

Peninsula parking (including section around Nathan Clifford School): Staff recommends that streets where parking is restricted to designated hours, with signs specifically prohibiting the same, only be enforced from October 1 to May 31 each year. This time frame allows for City staff to sweep streets due to the annual leaf drop, allow for snow removal during winter months, and allow for the sweeping of the streets in the spring to clean up the residual sand/salt from winter operations.[1] This timeframe also allows for a period each fall to warn

parkers that the restriction is in effect before actual enforcement commences. This proposed change would not apply to Service Area 3 of Traffic Schedule XXXA, which contains streets within Portland Downtown where staff recommends that the current restrictions remain in place year-round.

It is important to note that this recommendation will result in a decrease in parking ticket revenue of approximately \$150,000 from tickets issued during the parking restrictions.

Off Peninsula: In all other areas of the City, odd/even parking restrictions currently exist; however as stated previously it is only enforced in three neighborhood areas: Deering Center, the USM area, and a section of Libbytown. Staff recommends that the odd/even parking restrictions be removed from City Code and overnight parking be unrestricted. The removal of this parking restriction will not affect Public Works sweeping operations, but there will be a decrease in parking ticket revenue of approximately \$22,500 from tickets issued in the areas where odd/even parking is enforced.

Due to changes in municipal operations, street sweeping is no longer the norm during street maintenance restricted parking. As a result, a review was requested of existing street maintenance parking restrictions on and off peninsula.

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

**Order 110-17/18
(Tab 33)**

**Amendment to Portland City Code New Chapter 34 Pesticide Use -
Sponsored by the Sustainability and Transportation Committee,
Councilor Spencer Thibodeau, Chair.**

On October 12 the Sustainability and Transportation Committee voted 3-0 to recommend the creation of the City of Portland Pesticide Ordinance that prohibits the use of synthetic pesticides for outdoor pest management on public and private property within the City of Portland. It provides limited exceptions that allow the use of otherwise prohibited pesticides in emergency situations and when an imminent threat to the health and welfare of the public exists. In other circumstances, it creates a process where persons who wish to apply a prohibited pesticide may apply for a waiver from a committee established to hear such requests. The committee may grant a waiver only if the request meets specific criteria.

The ordinance also creates an advisory committee tasked with assisting in the development of a robust education campaign to educate the public and retailers about land care practices that do not require pesticides and about organic alternatives to synthetic pesticides. Provisions of the ordinance would be enforced by the City Manager or designee and violations could be

subject to fines as described in Chapter 1 of the Portland City Code. Staff has provided the Board of Pesticides Control with notice of this ordinance as well a copy of the text as required by statute.

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

**Order 111-17/18
(Tab 34)**

Amendment to Portland City Code Re: Text Amendment to Chapter 15 and Chapter 21 Re: Farmers' Markets – Sponsored by Jon P. Jennings, City Manager.

The Winter Farmers' Market needs to move from last year's location in East Bayside because the space has become too small for its operation and the current lease rate is no longer affordable for the farmers. The Maine Girls' Academy (formerly Catherine McCauley High School) at 631 Stevens Avenue has offered to house the Winter Market for the foreseeable future, with more than twice the square footage.

In order to allow the Winter Market to operate at this new location and make Chapter 21 more flexible so that future location changes will not prompt further changes to the ordinance, staff is proposing an amendment to Chapter 21. Other private venues have also asked about hosting farmers' markets. The proposed amendment would clarify the distinction between farmers' markets operating on public property, and those operating on private property. The amendment to Chapter 15 follows with a cost for those on private property.

Staff is requesting emergency passage at the time of the second reading in order for the business to open on December 2.

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

**Order 112-17/18
(Tab 35)**

Amendment to Portland City Code Chapter 14 Re: Maine Medical Center Institutional Overlay Zone – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

The Planning Board met on September 26, 2017 and voted unanimously to forward this item to the City Council with a recommendation for passage.

The proposed Maine Medical Center Institutional Overlay Zone comprises two elements:

1. A map amendment to identify the area of the overlay, and
2. Text amendments, in the form of Regulatory Framework, that identifies the zoning requirements that apply to the IOZ.

The proposals have been developed by Maine Medical Center to facilitate expansion of the hospital to better meet changing health care needs in

Portland and Maine while also responding to local concerns about the associated impacts of such growth.

The proposed amendments to the land use code address the IOZ ordinance submission and review requirements, have been revised in response to public, staff and Board comments, and are based on the Institutional Development Plan which has recently been approved by the Planning Board.

As proposed, Maine Medical Center's Regulatory Framework includes provisions related to uses, dimensional standards, design, transportation and parking, environment, neighborhood integration, construction management, helipad, snow ban parking, retail and housing replacement, and mitigation of future impacts.

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

**Order 113-17/18
(Tab 36)**

Order Repealing Conditional Zone Agreement C-41 for Property in Vicinity of Western Promenade/Maine Medical Center and Amending the Zoning Map – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

This order and Orders 114-17/18 and 115-17/18 are companion orders to Order 112-17/18.

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

**Order 114-17/18
(Tab 37)**

Order Repealing Conditional Zone Agreement C-18 for Property at 883-903 Congress Street and Amending the Zoning Map – Sponsored by Planning Board, Elizabeth Boepple, Chair.

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

**Order 115-17/18
(Tab 38)**

Amendment to Zoning Map Re: Maine Medical Center Institutional Overlay Zone – Sponsored by the Planning Board, Elizabeth Boepple, Chair.

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

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

*Order 87-17/18
Tab 1 11/6/17*

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 AMENDING THE PORTLAND DEVELOPMENT CORPORATION'S
BUSINESS ASSISTANCE PROGRAM FOR JOB CREATION GUIDELINES**

ORDERED, that the Portland City Council, acting in its capacity as sole Corporator of the PDC, hereby amends the guidelines for its Business Assistance Program for Job Creation to broaden the residency requirement for workers in jobs created with its grants to residents of other towns in addition to residents of Portland, which change is detailed in the form attached hereto.



Economic Development Department
Gregory A. Mitchell, Director

TO: Mayor and City Council

FROM: Nelle Hanig, Business Programs Manager
Greg Mitchell, Economic Development Director

DATE: October 20, 2017

DISTRIBUTION City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julie Sullivan

SUBJECT: **Proposed Residency Modification to Guidelines for Business Assistance Program for Job Creation (BAP)**

SPONSOR: Tim Agnew, President of the Portland Development Corporation (PDC);
PDC met on 9/28/2017 and voted 6-2 (Dennis Martin and Mayor Strimling opposed) to forward to the City Council for approval.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading and Final Action: November 6, 2017

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

The program cannot be launched until the Council votes on the change to the BAP guidelines.

PRESENTATION: Greg Mitchell – 5 minutes

I. ONE SENTENCE SUMMARY: For City Council approval, the PDC Board of Directors recommends modifying the Business Assistance Program for Job Creation (BAP) guidelines by removing the requirement that jobs created must be filled by Portland residents.

II. AGENDA DESCRIPTION: The PDC Board is seeking Council approval to modify the guidelines of the Business Assistance Program for Job Creation (BAP). The objective is to remove the Program requirement that jobs created must be filled by Portland residents. Portland businesses that receive Program grants will still be required to create jobs for low/moderate income individuals, as required by HUD given that the program is CDBG funded. Local businesses will continue to benefit from the grants that help them to startup and/or grow.

III. BACKGROUND: The BAP has been administered by the the PDC Board and Economic Development staff for three rounds. While recently researching a residency issue for another program, Corporation Counsel's office determined that municipal hiring preferences that are based on residency are susceptible to constitutional challenges under the Privileges and Immunities Clause. Based on this determination, the Economic Development Department was informed that the BAP

requirement that grantee businesses create jobs for low/moderate income Portland residents was problematic.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: Removing the residency requirement from the BAP guidelines would remove City susceptibility to a constitutional challenge of the Program based on that requirement.

V. FINANCIAL IMPACT: Approval of the proposed modifications to the BAP Guidelines will not have a financial impact.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION: Analysis taken from a memo written by Michael Goldman, Associate Corporation Counsel, to the PDC Board follows. Mr. Goldman's memo is attached in its entirety.

“The current version of the BAP Guidelines include, among other provisions, the requirement that grant recipients hire local residents for positions created with grant funds. ...such provisions are often challenged as unconstitutional under the Privileges and Immunities Clause of the United States Constitution, thus potentially making the City liable for attorney's fees and other expenses in the face of a successful claim.”

“The protections afforded by that clause is not absolute, but municipalities must gather evidence of discrimination before establishing such preferences, and they must demonstrate that the preferences are specifically targeted to address that discrimination. Although it is not clear exactly what evidence would justify the proposed preferences, it is clear that we would need to conduct a study to gather information on the labor market and local hiring practices that would support a discriminatory preference before adopting one.”

Portland businesses that receive BAP grants will still be required to create jobs for low/moderate income individuals, as required by HUD, given that the Program is CDBG funded. These local businesses will continue to benefit from the grants because they help startups and existing companies to create new jobs and grow.

VII. RECOMMENDATION:

The Portland Development Corporation recommends that the City Council approve removing the Portland residency requirement from guidelines of the Business Assistance Program for Job Creation, as indicated in the attached redlining of the current program guidelines.

VIII. LIST ATTACHMENTS

- Redlined Version of Current BAP Guidelines
- Sept. 22, 2017 Memo from Michael Goldman, Associate Corp. Council to PDC Board of Directors

Prepared by: Nelle Hanig, Business Programs Manager and Greg Mitchell, Economic Development Director

MEMO

To: Members of the Portland Development Corporation Board of Directors
Cc: Greg Mitchell, Nelle Hanig
From: Michael Goldman, Associate Corporation Counsel
Date: September 22, 2017
Re: **Local hire preference; BAP Guidelines.**

The current version of the BAP Guidelines include, among other provisions, the requirement that grant recipients hire local residents for positions created with grant funds. As explained below, such provisions, are often challenged as unconstitutional under the Privileges and Immunities Clause of the United States Constitution, thus potentially making the City liable for attorney's fees and other expenses in the face of a successful claim.

Local Hire Preferences

As one commentator has explained, “[T]he biggest hurdle to the enforceability of a local hire preference is a Privileges and Immunities Clause challenge.” Jennifer D. Cantrell, Esq. et al., *Enforceability of Local Hire Preference Programs*, LEGAL RESEARCH DIGEST 59, April 2013 (hereinafter, “Cantrell”). The Privileges and Immunities Clause provides that “The citizens of each state shall be entitled to all privileges and immunities of citizens in several states.” (U.S. Const. art. IV, § 2, cl. 1.). In *United Building & Construction Trades Council v Camden*, 465 U.S. 208 (1984), the U.S. Supreme Court made clear that a municipal local hire preference for public works projects triggered analysis under the Privileges and Immunities Clause because it affected the right of out-of-state residents to pursue employment. Under the circumstances, the Court explained that the City of Camden must establish that there is a “substantial reason” for treating residents and non-residents differently. In determining whether a substantial reason exists, “the inquiry in each case must be concerned with whether such reasons do exist and whether the degree of discrimination bears a close relation to them.” The Court

further explained that Camden needed to show that nonresidents “constitute a peculiar source of the evil at which the [ordinance was] aimed.”

As Cantrell summarizes the issue, to justify a local hire preference, it is necessary for municipalities to show that (1) they have a substantial reason to discriminate against nonresidents, and (2) that the local hire preference is directed at remedying unemployment. Cantrell at 10. Before adopting such a policy, a municipality should have sufficient data (i.e. a study, investigative report, etc.) establishing, for example, that local unemployment is directly caused by the influx of nonresident labor and is not of the municipality’s own doing. Without this type of justification and evidence showing that nonresidents are the cause of local unemployment, a challenged local hire program and/or policy is unlikely to meet the burden of establishing a substantial reason to discriminate against nonresidents. The Court has not specifically indicated the type of data it would deem sufficient to support such preferences, but it has said that comparative statistics (i.e. on the difference between a municipality’s high level of unemployment and unemployment levels in the state or county) are not sufficient without more. Courts have indicated that municipalities (or a third party) should conduct studies of the situation in the municipality as well as quantitative cost-benefit analysis in which the evidence of increased employment among residents is weighed against the costs associated with barring nonresident workers and contractors. As Cantrell warns, “Given that local unemployment can be attributed to a number of different variables besides the influx or presence of nonresidents, this has been a difficult evidentiary burden to meet.” Cantrell at 10.

Conclusion

As set forth in the case law and commentary summarized above, municipal hiring preferences that are based on residency are susceptible to constitutional challenges under the Privileges and Immunities Clause. The protections afforded by that clause is not absolute, but municipalities must gather evidence of discrimination before establishing such preferences, and they must demonstrate that the preferences are specifically targeted to address that discrimination. Although it is not clear exactly what evidence would

justify the proposed preferences, it is clear that we would need to conduct a study to gather information on the labor market and local hiring practices that would support a discriminatory preference before adopting one. This memo contains a very brief overview of some of the constitutional issues that arise out of municipal hiring preferences. Please let me know if you have questions or if you would like me to conduct additional research on this matter.

Portland Business Assistance Program for Job Creation

Program Description

The City of Portland's Business Assistance Program for Job Creation provides grants up to \$20,000 to new and expanding Portland businesses for the creation of net new, permanent full-time jobs for low/moderate income ~~Portland residents~~ individuals.

Program Objectives

- Job creation for low/moderate income ~~Portlanders~~ individuals;
- New business formation and existing business expansion;
- Leverage private investment to support business growth;
- Help new and expanding businesses establish credit;
- Enhance the health and vitality of the Portland economy.

Program Requirements

- Create one (1) full-time job (at least 1,750 hours/year *) for every \$10,000 of grant funding;
- Business location of applicant fits any of the following: In a low income area of the City; Within walking distance to one or more of these areas; or, Easily accessible from these areas via public transportation;
- Net new jobs created with the help of the grant are marketed to low/moderate income** individuals ~~Portland residents~~, resulting in at least 51% of these jobs going to this population. As an example, if two jobs are created to meet grant requirements, then both must be filled by low/moderate income ~~Portland residents~~ individuals;
- Job(s) are created within nine (9) months of signing a grant agreement.

Financing Terms

- Maximum grant: \$20,000 per business.
- Required Private Match: Equal to or greater than grant amount.
- Private Match Sources: Private investment match includes at least 50% private equity. The remaining 50% may be a bank loan or a loan from the City's Commercial Loan Program, if conventional financing is not available. For existing businesses, the 50% equity can include private investment made within the past 12 months.

Application Review Preferences:

Preference is given to applications that include one or more of the following components (listed in no particular order):

- Job training: Teaching meaningful skill(s) to new hires;
- Private match exceeds the grant amount requested;

- Number of net new jobs exceeds one (1) per \$10,000 of grant funding;
- Quality jobs are created offering wages that meet or exceed the minimum wage approved by the Portland City Council.

Eligible Funding Activities

- Equipment and machinery ;
- Permanent working capital, (e.g., inventory, furniture and fixtures, relocation expense);
- Working capital expenses (e.g., rent, utilities, salaries, insurance);
- Up to \$1,000 for business consulting services (e.g., accounting, marketing, software training, legal assistance);
- Leasehold improvements, renovation, reconstruction, or restoration of vacant, under-utilized or deteriorated space; building modifications to enhance accessibility to elderly or handicapped persons. (Construction projects must comply with Davis Bacon federal labor standards.)

Ineligible Activities

- Refinance existing debt;
- Down payment for other financing;
- Use of grant funds for activities, (e.g., purchases of equipment and supplies), commenced or completed prior to program funding approval and prior to signing a grant agreement.

Basic Program Qualifications

- Business must be located within the City of Portland;
- Applicant cannot owe outstanding property taxes, fees, or judgments to the City, and property must be free of all City liens and encumbrances.

Application and Approval Process

The City's Economic Development Department is responsible for administration of the Business Assistance Program for Job Creation, with guidance from the Housing and Community Development Division. Eligible applications are reviewed by an underwriter and then presented to the Portland Development Corporation (PDC) for its review. The PDC has final decision-making authority in approving applicants for grant awards.

Reporting and Tracking (after grant approval)

Jobs: Jobs must be created within nine (9) months of signing a grant agreement after being approved for a grant. Grant recipients will be required to provide quarterly reports until all hires are made, and then for one year beyond that.

- Property: The City will retain an interest in property improved or equipment purchased (worth \$5,000 or more) with grant funds for up to five (5) years. If such property improvements or equipment are transferred, or otherwise disposed of within the five (5)

year period from the date the improvements are completed or equipment is purchased, respectively, the City may require partial repayment (on a pro rata basis) of the grant funds.

Program Actions if Grantee Business is Unable to Meet Job(s) Requirements

Nine (9) months from the date of signing the grant agreement, if a grantee business has been unable to create the required number of jobs, the PDC Board, at its discretion, may require that the grantee return all grant funds that it has drawn down. In the case of a grantee business that has been unable to retain the required job(s) for one year from the time the job(s) was initially created, the PDC Board, at its discretion, may require the partial repayment (on a pro-rata basis) of grant funds.

Alternatively, should the PDC Board determine, in its judgement, that the grantee has made a good faith effort to create the required number of jobs within nine (9) months of signing the grant agreement or to retain the job(s) one year from the time the job(s) was created:

A) The Board may approve the use of any of the following options it deems most appropriate:

- Allow the creation of two part-time jobs for low/moderate income individuals ~~Portland residents~~ in place of one full-time job to meet the job creation requirement per \$10,000 in grant funds. A part-time job is defined as working at least 875 hours per year but less than 1,750 per year;***
- Qualify the business as a microenterprise if the business owner meets HUD's low/moderate income threshold (80% of median HH income) and the business has five or fewer employees**** This qualification would not require the creation of jobs, other than the job that was created for the low/moderate income business owner.
- ~~Waive the Portland residency requirement for the full time job that was created or will be created.~~

And,

B) The Board will make a determination whether to release the balance of the approved grant funds to the grantee.

NOTE: These actions are retroactive and may be applied to any BAP grantee business that has not yet met its job requirements, per these guidelines.

Definitions

*Definition of a full-time job, per the Maine Department of Economic and Community Development;

******For the purposes of this Program, low/moderate income is defined by the U.S. Department of Housing and Urban Development as 80% of median household income. A chart showing qualified income levels can be found on the City's website at the following link:
<http://www.portlandmaine.gov/DocumentCenter/Home/View/8939>

*******Definition of a part-time job, per the Maine Department of Economic and Community Development;

********Two part definition of a microenterprise, per the U.S. Department of Housing and Urban Development.

IN COUNCIL REGULAR MEETING OCTOBER 16, 2017 VOL. 133 PAGE 146

ROLL CALL: Mayor Pro Tem, David Brenerman, called the meeting to order at 5:30 P.M. (Mayor Strimling absent).

ANNOUNCEMENTS: Councilor Ray announced that the Health and Human Services Committee will be welcoming public input on the new shelter. This will be held on October 24, 2017, check city website for room information.

Councilor Duson announced that the Housing Committee will be meeting in October, check City website for details. They will be looking at the State Housing Report and will be available for your review.

RECOGNITIONS:

SPECIAL MEETING:

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

Motion was made by Councilor Ray and seconded by Councilor to recess the meeting of the City Council and convene the Special Meeting of the Corporator of the Portland Development Corporation. Passage 8-0.

Order 76-17/18 Order Approving the Application, Acceptance and Appropriation of a \$200,000 Brownfields Assessment Grant – Sponsored by the Portland Development Corporation, Drew Swenson, President.

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

Motion was made by Councilor Ray and seconded by Councilor Duson to adjourn the meeting of the Corporator of the Portland Development Corporation. Passage 8-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Costa and seconded by Councilor Duson to approve the minutes of the October 2, 2017 Regular City Council Meeting.

PROCLAMATIONS:

Proc 10-17/18 Proclamation Honoring Officer Robert Miller as Police Officer of the Month for August – Sponsored by Mayor Ethan K. Strimling.

Proc 11-17/18 Proclamation Recognizing Fire Prevention Week – Sponsored by Mayor Ethan K. Strimling.

APPOINTMENTS:

Order 77-17/18 Order Appointing Wardens and Ward Clerks for 2017 – Sponsored by Katherine L. Jones, City Clerk.

This order appoints the following persons as Wardens and Ward Clerks for 2017.

Warden	Ward Clerk	District/Precinct
Denise Shames	Anne Rand	1-1
Carol Morrisette	Frank Spring	1-2
Fred O'Keefe	Reta Morrill	1-3
Mary Ann O'Malley	Richard Mercier	2-1
Susan Litchman	Donna Katsiaficas	2-2
Elaine Spring	Helen Hoglund	3-1
Dale Kinney	Gail Hannon	3-2
Constance Reagan	Craig Posey	4-1
Curtis Powers	Jennifer Angelone	4-2
Barbara Harvey		5-1
George Smythe	Edmond Szalajeski	5-2

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

Motion was made by Councilor Ali and seconded by Councilor Ray to amend Order 77 by deleting Craig Posey and adding Timothy Whitney. Passage 8-0.

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

Order 78-17/18 Order Appointing Directors of the Portland Widows' Wood Society for the 2017-2018 Term – Sponsored by Jon P. Jennings, City Manager.

The Portland Widows' Wood Society provides assistance to needy Portland residents who are referred to the Society by various charitable organizations and the City of Portland. This order appoints the following persons as Directors to the Portland Widows' Wood Society for the 2017-2018 term:

Henry L. Donovan	15 Clifford Street
Nancy English	40 Park Avenue
Michael J. Francouer	33 Autumn Lane
Cyrus Hagge	45 Turner Street
Cheryl Hallett, Treasurer	22 Pride Farm Road, Falmouth
Everett Ingalls	45 Eastern Promenade
John C. Knox, President	44 Bramblewood Drive
Thomas M. Pierce	52 Foreside Common Drive, Falmouth

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

CONSENT ITEMS:

Order 79-17/18 Order Setting Time for Opening the Polls on November 7, 2017 Re: State and Local Election - Sponsored by Katherine J. Jones, City Clerk.

Order 80-17/18 Order Declaring the Portland Downtown Light Up Your Holidays Festival 2017 – Sponsored by Jon P. Jennings, City Manager.

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

LICENSES:

Order 81-17/18 Order Granting Municipal Officers' Approval of Apple Nine Hospitality Management, Inc. DBA Residence Inn Portland Downtown Waterfront – Sponsored by Michael Russell, Director of Permitting & Inspections.

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

BUDGET ITEMS:

RESOLUTIONS:

Resolve 4-17/18 Resolution Expressing Support for the Creation of the Portland Parks Conservancy – Sponsored by Councilor Belinda Ray.

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

Resolve 5-17/18 Resolution Supporting the Amicus Brief Re: Masterpiece Cakeshop v. Colorado Civil Right Commission – Sponsored by Mayor Ethan K. Strimling.

Motion was made by Councilor Mavodones and seconded by Councilor Dusen for passage. Passage 8-0.

UNFINISHED BUSINESS:

Order 15 – 17/18 Order Approving Agreement Between Portland, Portland Area Comprehensive Transportation System and Maine Department of Transportation Re: Brighton-Deering-Falmouth Intersection Roundabout – Sponsored by Jon P. Jennings, City Manager

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

Order 63-17/18 Order Granting Municipal Officers' Approval of Exchange St Club DBA Exchange Club. Application for a Class A Lounge with Entertainment with Dance at 10 Exchange Street – Sponsored by Michael Russell, Permitting and Inspections Director.

Councilor Thibodeau recused himself he was not at the last meeting.

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

Motion was made by Councilor Ray and seconded by Councilor Dusen to divide the question. Passage 7-0. (Thibodeau recused.)

Motion was made by Councilor Ray and seconded by Councilor Dusen for passage of the liquor license. Passage 7-0. (Thibodeau recused).

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

Motion was made by Councilor Ray to condition the entertainment license to come back to the City Council 6 months after opening. Motion failed. 3-4 (Dusen, Mavodones, Costa, Batson).

Motion was made by Councilor Dusen and seconded by Councilor Costa to ask the City Staff report back to the City Council regarding calls for service, noise, and the nightlife overlay committee no later than April 30, 2018. Passage 7-0 (Thibodeau recused).

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

Order 69-17/18 Order Accepting a Donation of Vacant Land in the Redlon Area and Placing that Land, City-Owned Land and Land Acquired through Foreclosure of Unpaid Taxes into the Portland Land Bank – Sponsored by the Economic Development Committee, Councilor David Brenerman, Chair.

Motion was made by Councilor Batson and seconded by Councilor Dusen to postpone Order 69 to January 3, 2018. Passage 8-0.

Order 72-17/18 Order Approving Bill of Sale and Customer-Owned Street Lighting Agreement with Central Maine Power Company for Street Lights – Sponsored Councilor Nicholas M. Mavodones, Jr.

It was given a first reading on October 2.

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

Order 73-17/18 Order Approving the Agreement with TEN Connected Solutions, Inc. for Conversion of City Street Lights to LED Technology – Sponsored by Councilor Nicholas M. Mavodones, Jr.

It was given a first reading on October 2, 2-17.

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

Order 74-17/18 Order Approving the Lease-Purchase Agreement with Banc of America Public Capital Group Re: Conversion of City Street Lights – Sponsored by Councilor Nicholas M. Mavodones, Jr.

It was given a first reading on October 2, 2018.

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

Order 75-17/18 Amendment to Portland City Code Chapter 2 Administration Re: Senior Tax Relief Program – Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

It was given a first reading on October 2, 2017.

Motion was made by Councilor Costa and seconded by Councilor Duson to postpone Order 75 to the November 6, 2017 City Council meeting. Passage 8-0.

ORDERS:

Order 82-17/18 Order Establishing the City Council Rules Committee – Sponsored by Mayor Ethan K. Strimling.

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

Order 83-17/18 Order Approving the Land Exchange Agreement between Portland and the University of Maine System Re: Brighton-Deering-Falmouth Intersection Roundabout – Sponsored by Jon P. Jennings, City Manager.

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

Order 84-17/18 Order Approving the Collective Bargaining Agreement with Police Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

This is a first reading.

Order 85-17/18 Order Approving the Collective Bargaining Agreement with Police Superior Officers Benevolent Association for 2017 to 2019 – Sponsored by Jon P. Jennings, City Manager.

This is a first reading.

Motion was made by Councilor Mavodones and seconded by Councilor Costa to suspend the rules and take up an unagenda item. Passage 8-0.

Order 86 -17/18 Order APPROPRIATING ADDITIONAL EDUCATION SUBSIDY IN THE AMOUNT OF \$712,351.

This is a first reading.

COMMUNICATIONS:

Com 6-17/18 Communication Re: Appointment of Members to the City Council Rules Committee – Sponsored by Mayor Ethan K. Strimling.

AMENDMENTS:

Motion was made by Councilor Ray and seconded by Councilor Costa to adjourn. Passage 8-0, 8:20 P.M.

A TRUE COPY.

Katherine L. Jones, City Clerk

Proc 12-17/18
Tab 3 11611

PROCLAMATION
HONORING
OFFICER ERIK RICHARD

WHEREAS, **Officer Richard** started his law enforcement career in 2004 as a member of the United States Air Force Reserves and Maine Air National Guard. He worked as a correctional deputy with the Cumberland County Sheriff's department before joining the Portland Police Department in 2013, and

WHEREAS, **Officer Richard** quickly became a leader among his peers, instructing his team through different trainings including a recent pepperball training, and

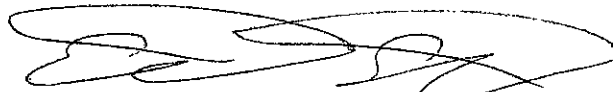
WHEREAS, **Officer Richard** was the primary officer responding to a recent report of a female attempting to jump off the Casco Bay Bridge. Officer Richard, along with his Sgt. and two civilians were able to aid the female by pulling her back on to the bridge, ultimately saving her life, and

WHEREAS, **Officer Richard** always handles calls for service in a professional manner and consistently performs self-initiated activities in order to address issues on his assigned beat, and

WHEREAS, **Officer Richard** is commended for his exemplary performance and clear commitment to a higher standard of public service and public safety.

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 Erik Richard** as **Officer of the Month for September 2017.**

Signed and sealed this 6th day of November 2017



Ethan K. Strimling, Mayor
City of Portland, Maine

Dec 13-17/18
Feb 4 11-6-17

**PROCLAMATION
HONORING**

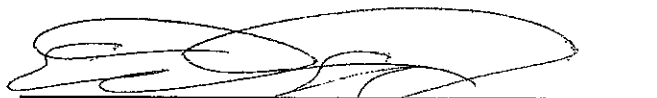
The Oxford Street Shelter

**On The Occasion of Receiving the 2017 Innovation & Excellence Award from the
National Alliance to End Homelessness**

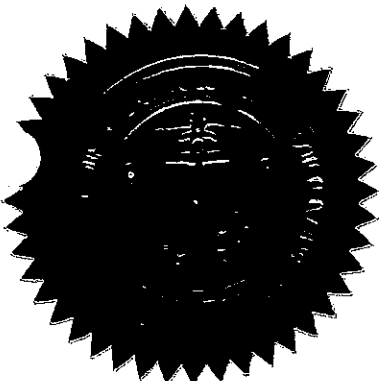
- WHEREAS:** The **Oxford Street Shelter** received the 2017 Innovation & Excellence Award from the National Alliance to End Homelessness; and
- WHEREAS:** The Shelter was recognized for its Long Term Stayers Initiative and its extraordinary efforts to end homelessness in Maine as well as its impact in advancing the mission to end homelessness nationwide; and
- WHEREAS:** In the face of state budget cuts and overwhelming shelter capacity issues, the Long Term Stayer Initiative was conceived as a means of better identifying, prioritizing, and housing those individuals who had spent the most cumulative nights in emergency shelter. In the program's first two years, 125 people – representing a combined 150 years of shelter stays – have been successfully housed; and
- WHEREAS:** As a result, the Long Term Stayers initiative has decreased the total number of people seeking shelter on a given night, reduced the total number of bed nights used, eliminated the need for multiple overflow shelters, reduced the rate of returns to homelessness, and built broad community will towards ending long-term homelessness in Portland; and
- WHEREAS:** The Long Term Stayers Initiative is a collaboration between the Oxford Street Shelter and its partners, including the Shalom House, Avesta Housing, Preble Street, Community Housing of Maine, the Opportunity Alliance, Catholic Charities of Maine, Milestone Recovery, Frannie Peabody Center, and the Maine Department of Health & Human Services.

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, take this opportunity to express our sincere and grateful appreciation for the work that the staff at the Oxford Street Shelter do each and every day, along with its partners, to provide emergency shelter services and long-term housing solutions for our most vulnerable populations while encouraging dignity, self-respect, and self-reliance in the transition from public assistance to self-sufficiency.

Signed and Sealed this 6th day of November, 2017



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



*Dec 14-17/18
Feb 5 11-6-17*

PROCLAMATION

HONORING

CAPTAIN DAVID PETRUCCELLI

WHEREAS, David Petruccelli (Rico) was appointed to the Fire Department in May of 1995 and has devoted himself to all causes involving the burn community for the last 22 years; and

WHEREAS, In July of 2002, he was named the "Counselor of the Year" for the Arthur C. Luf Children's Burn Camp from the Community Counseling Center and in 2003 was named "Firefighter of the Year" by the Portland Fire Department for his dedicated work with burn survivors; and

WHEREAS, In 2001 he was instrumental in establishing the Portland Firefighters Children's Burn Foundation which sponsors Maine burn survivors to attend the Children's Burn Camp in Connecticut; and

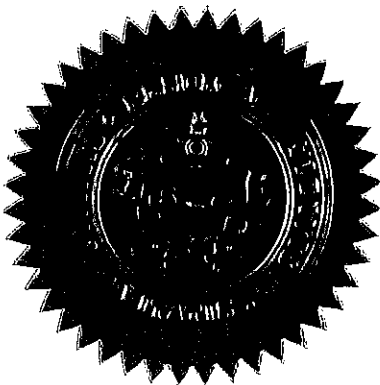
WHEREAS, In 2006 he organized the first ever "winter" camp on the East Coast called Fire and Ice Camp so that burn survivors can continue the camp experience; and

WHEREAS, In 2014 he was promoted to the rank of Captain in the Fire Prevention Bureau adding a new dimension of involvement within his community; and

WHEREAS, Captain Petruccelli attended the Phoenix Society World Burn Congress in Dallas, Texas where he received the Joe Hickey Fire Service Award in honor of his tireless work for burn survivors in Maine, New England and across the country.

NOW, THEREFORE, BE IT RESOLVED, THAT I Ethan K. Strimling, Mayor of the City of Portland and members of the City Council do hereby honor Captain David Petruccelli for receiving the Joe Hickey Fire Service Award and for being a true example of a firefighter who goes above and beyond the call of duty.

Signed and sealed this 6th day of November , 2017



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

*order 88-17/18
Tab 6 11-6-17*

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 CONSTABLES FOR 2017
RE: FIRE DEPARTMENT**

ORDERED, that Division Chief Robert Thompson, Captain John Brennan, and Captain Chris Pirone, Fire Department, are hereby appointed as constables for the remaining calendar year 2017; and

BE IT FURTHER ORDERED, that this appointment shall be effective from the effective date of this order until 12:00 midnight, December 31, 2017; and

BE IT FURTHER ORDERED, that these appointments are made pursuant to Sections 20-19 and 20-19.5, Portland City Code, and Division Chief Robert Thompson, Captain John Brennan, and Captain Chris Pirone are not allowed to carry a firearm, concealed or unconcealed, in the performance of duties, or to make arrests or issue parking tickets; and

BE IT FURTHER ORDERED, that this appointment is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and allow the constables to begin work.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: David Jackson, Fire Chief

DATE: October 27th, 2017

SUBJECT: Constable Status for Code Enforcement

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action x

Can action be taken at a later date: ____ Yes ____ x No (If no why not?) Time is of the essence as Fire Prevention Officers will be enforcing ordinances throughout the City

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

I. ONE SENTENCE SUMMARY – The Fire Department requests the swearing in of three officers as constables for the City of Portland

II. AGENDA DESCRIPTION

The Fire Department requests the swearing in of three (3) Fire Prevention Officers as constables for the City of Portland. The officers are Division Chief Robert Thompson; Captain John Brennan; and Captain Chris Pirone

III. BACKGROUND

The three officers are assigned to the Fire Prevention & Community Outreach Division they are assigned to the City of Portland and are responsible enforcing municipal ordinances, address quality of life issues, and develop positive relationships with the public and local business owners.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Constables are assigned to enforce municipal ordinances and address quality of life issues.

V. FINANCIAL IMPACT

There is none

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

N/A

VII. RECOMMENDATION

The Fire Department recommends that Division Chief Robert Thompson, Captain John Brennan and Captain Chris Pirone be sworn as constables for the City of Portland

VIII. LIST ATTACHMENTS

PLEASE REMEMBER THAT BACKUP ITEMS HAVE TO BE SINGLE SIDED.

Prepared by: A. Legere

Date: 10/27/2017

Bean/agendarequestmemo/rev 1/23/2017

Order 89-17/18
Feb 7 11-6-17

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:

**Blue Lobster Urban Winery dba Blue Lobster Wine Co. Application for a Winery License
at 219 Anderson Street.**

September 25, 2017

To: Mayor Strimling and Members of the City Council
Re: Application for Tasting Room

We intend to use a portion of the space located at 219 Anderson Street, Suite #2 in our current winery as a tasting room for customers to try and buy our wines.

From: Chris Gamble and Karen Rasmussen
Blue Lobster Urban Winery, LLC

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 Brewery, Winery and Distillery Alcohol Service License

License expiration date concurrent with that of State of Maine Dept. of Liquor Licensing & Enforcement License.

Business Information	
Business Name (d/b/a):	BLUE LOBSTER Wine Co. Phone: 207-613-5161
Location Address:	219 ANDERSON ST STE 2 Zip: 04101
If new, what was formerly at this location:	PETE PISTOL PETE'S
Mailing Address:	219 ANDERSON ST STE 2 Zip: 04101
Contact Person:	CHRIS GAMBLE Phone: 207-613-5161
Contact Person Email:	CHRIS@BLUELOBSTERWINES.COM
Manager of Establishment:	CHRIS GAMBLE Date of Birth: 3/5/67 Phone: SAME
Owner of Premises (Landlord):	ALLAN JAGGER
Address of Premises Owner:	64 MONTREAL ST PORTLAND, ME 04101

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

Name of Owner(s)	Date of Birth	Residence Address
CHRIS GAMBLE	3/5/67	10 WOODLAND RD CARLE ELIZABETH, ME 04107
KAREN RASMUSSEN	6/12/61	131 HILLSIDE RD SP, ME 04106

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

Corporate Name		Corporate Mailing Address																					
BLUE LOBSTER URBAN WINERY		219 ANDERSON ST STE 2 PORTLAND, ME 04101																					
Contact Person:	CHRIS GAMBLE	Phone:	SAME																				
<table border="1"> <thead> <tr> <th>Principal Officers</th> <th>Title</th> <th>Date of Birth</th> <th>Residence Address</th> </tr> </thead> <tbody> <tr> <td>CHRIS GAMBLE</td> <td>MR/OWNER</td> <td>3/5/67</td> <td>10 WOODLAND RD CARLE ELIZABETH, ME 04107</td> </tr> <tr> <td>KAREN RASMUSSEN</td> <td>OWNER</td> <td>6/12/61</td> <td>131 HILLSIDE RD, SOUTH PORTLAND, ME 04106</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Principal Officers	Title	Date of Birth	Residence Address	CHRIS GAMBLE	MR/OWNER	3/5/67	10 WOODLAND RD CARLE ELIZABETH, ME 04107	KAREN RASMUSSEN	OWNER	6/12/61	131 HILLSIDE RD, SOUTH PORTLAND, ME 04106								
Principal Officers	Title	Date of Birth	Residence Address																				
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KAREN RASMUSSEN	OWNER	6/12/61	131 HILLSIDE RD, SOUTH PORTLAND, ME 04106																				

About Your Establishment

Type of Establishment:	Brewery <u>Winery</u> Distillery
Hours & days of operation:	<u>Wed - Sun 4PM - 9PM</u>

QUESTIONS	Y/N
Will food be made, served, and/or sold on the premise by this establishment?	<u>Y</u>
If yes, please submit a City of Portland Food Service Establishment license application.	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	<u>Y</u>
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	<u>Y</u>
Will you permit dancing on the premises?	<u>Y</u>
Will you permit dancing after 1:00 a.m.?	<u>Y</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	<u>Y</u>
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	
Will you have any amusement devices (pinball, video games, juke box)?	<u>Y</u>
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____	
What is your targeted opening date? <u>11/15/18</u>	
Does the issuance of this license directly or indirectly benefit any City employee(s)?	<u>Y</u>
If Yes, list name(s) of employee(s) and department(s):	
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	<u>Y</u>
If Yes, please list business name(s) and location(s): <u>TACO TRUO</u> <u>1706 FOREST AVE, PORTLAND, ME 04103</u>	
Is any principal officer under the age of 21?	<u>Y</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	<u>Y</u>
If Yes, please explain:	

I Chris Gamba 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.

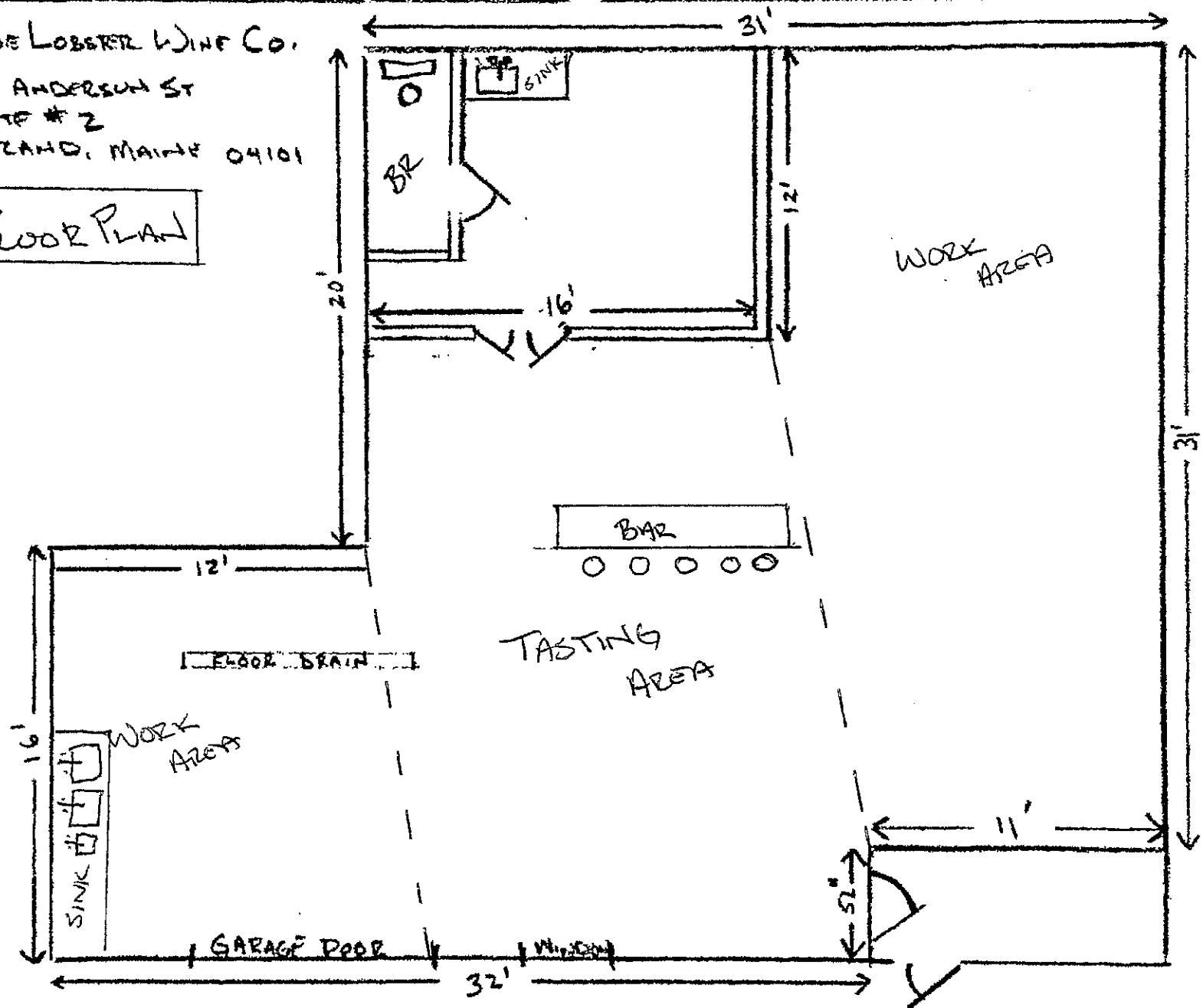
It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive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

Signature [Signature] Title owner / mgr Date 9/26/17

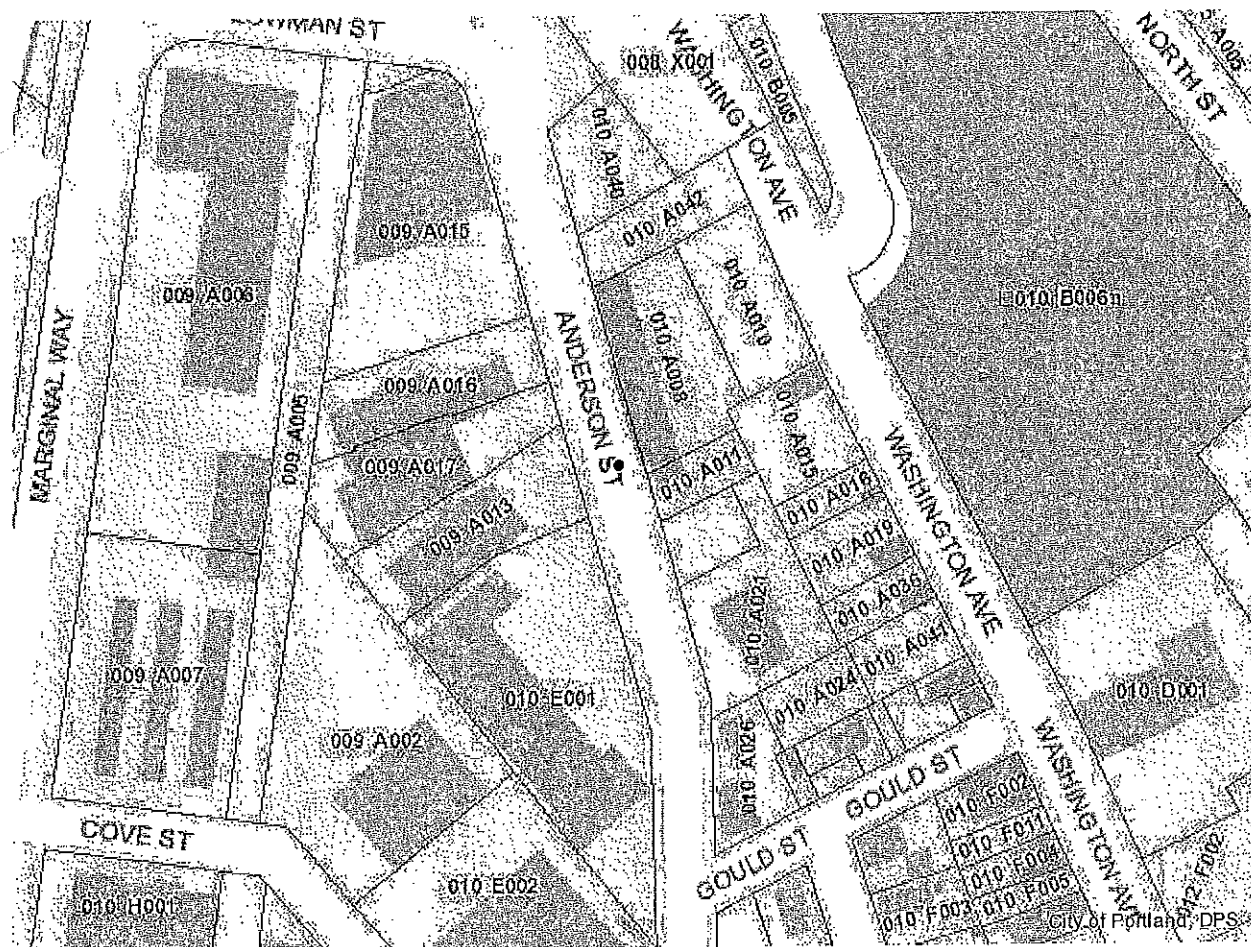
For more information about Liquor Licenses, see Portland City Code Chapter 15 at www.portlandmaine.gov and M.R.S.A. Title 28-A at www.maine.gov.

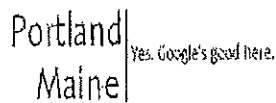
BLUE LOBSTER WINE CO.
219 ANDERSON ST
SUITE # 2
PORTLAND, MAINE 04101

FLOOR PLAN



ANDERSON STREET





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Blue Lobster Wine Co

Kevin Cashman <kevindo@portlandmaine.gov>

Wed, Sep 27, 2017 at 4:00 PM

To: David Petruccelli <petruccellid@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>, John Brennan <brennanj@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Vernon Malloch <vwm@portlandmaine.gov>

PD has no objections.

Kevin C.

On Wed, Sep 27, 2017 at 09:26 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good morning

Please see the attached application for Blue Lobster Wine Co, 219 Anderson Street Suite 2. This is for a Winery license. They will be going before Council on 11/6.

Owner is
Blue Lobster Urban Wine
Chris Gamble
Karin Rasmussen

Contact is
Chris Gamble
207-613-5161
chris@bluelobsterwines.com

The information has been added to UI for approvals. Thanks Jess

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D373561

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-27) :

Inquiries Name(s) **CHRIS GAMBLE (1967-03-05)**

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D373570

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-27) :

Inquiries Name(s) **KARIN RASMUSSEN (1961-06-12)**

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

October 16, 2017

Blue Lobster Urban Winery
219 Anderson Street Suite 2
Portland ME 04101

Re: Blue Lobster Urban Winery dba Blue Lobster Wine Co. Application for a Winery License at 219 Anderson Street.

Dear Mr. Gamble,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Winery License at 219 Anderson Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., Blue Lobster Urban Winery dba Blue Lobster Wine Co. Application for a Winery License at 219 Anderson Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 90-17/18
Tab 8 11-6-17*

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:

**Portland Pottery, Inc. dba Lena's. Application for a Class III & IV with Outdoor Dining
on Public Property at 122 Washington Ave.**

09-26-17

Mayor Ethan Strimling
Members of the City Council
389 Congress Street
Portland, ME 04101

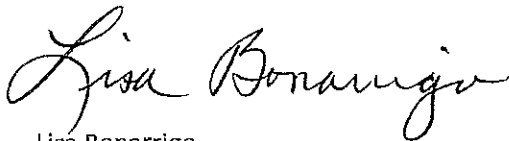
Attn: Mayor Strimling and Members of the City Council,

Please accept this application for a Liquor License (to include only Classes III and IV Malt and Vinous License) for Portland Pottery, Inc. currently offering breakfast, sandwiches and baked goods as Portland Pottery Cafe. We are currently open 8 am to 6:30 pm, Monday thru Saturday and Sunday 10 am to 2 pm. Beginning in late October our intent is to increase our hours until 9 pm Thursday through Sunday.

With this new opening we would like to make beer and wine available to our customers. We would like to introduce an Italian menu and call ourselves Lena's from 5 to 9 pm. We are also applying to amend our outside dining permit to include allowing our customers to have beer and wine at those tables as well.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Lisa Bonarrigo". The signature is written in a cursive, flowing style.

Lisa Bonarrigo

President

Portland Pottery, 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):	Portland Pottery, Inc. LENA'S Phone: 207-245-6335
Location Address:	122 Washington Ave, Portland, ME Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	118 Washington Ave, Portland, ME Zip: 04101
Contact Person:	LISA BONARRIGO Phone: 207 772-4334
Contact Person Email:	LISA@portlandpottery.com
Manager of Establishment:	CHRIS THURSTON Date of Birth: 8/4/76 Phone: 207 245-6335
Owner of Premises (Landlord):	C. BRUNI, LLC
Address of Premises Owner:	118 Washington Ave, 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	
Portland Pottery, Inc.		118 Washington Ave, Portland, ME Zip: 04101	
Contact Person:	LISA BONARRIGO	Phone:	207 772-4334
Principal Officers	Title	Date of Birth	Residence Address
LISA BONARRIGO	President	2/4/61	32 Lennox St, Portland, ME 04103

About Your Establishment

Class of Liquor License:	III and IV		
Type of food served:	ITALIAN and Comfort Food		
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:	M-W 8:00 AM TO 6:30 PM, Th-SAT 8:00 AM - 9 PM, Sund 10 AM TO 9 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
If No, please explain:	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒ Y
If yes, give the distance:	
Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)	☒ Y
Will you permit dancing on the premises?	☒ Y
Will you permit dancing after 1:00 a.m.?	☒ Y
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒ Y
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
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
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
If Yes, please list business name(s) and location(s): Portland Pottery, Inc. 122 Washington Ave	☒ Y
Establishment ID 19906 License # 4848	
Is any principal officer under the age of 21?	☒ Y
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☒ Y
If Yes, please explain:	

I, Lisa Bonarrigo 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 Lisa Bonarrigo Title President Date 9-26-17

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
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

**Outdoor Dining Permit on Public Property
 Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

☐ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$80.00 plus \$2.00 per Square foot \$2.00 X <u>48</u> SF = <u>96</u>
☐ Outdoor Dining on Public Property in a City Park \$80.00 plus \$6.00 per Square foot \$6.00 X _____ SF = _____

Business Information	
Business Name (d/b/a):	<u>Portland Pottery, Inc. / LENA'S</u> Phone: <u>207 772-4334</u>
Location Address:	<u>122 Washington Ave, Portland, ME</u> Zip: <u>04101</u>
Mailing Address:	<u>118 Washington Ave, Portland, ME</u> Zip: <u>04101</u>
Contact Person:	<u>Lisa Bonarigo</u> Phone: <u>207 772-4334</u>
Contact Person Email:	<u>Lisa@portlandpottery.com</u>
Manager of Establishment:	<u>Chris Thurston</u> Date of Birth: <u>8/4/76</u> Phone: <u>207 772-4334</u>
Owner of Premises (Landlord):	<u>C. Bruni, LLC</u>
Address of Premises Owner:	<u>118 Washington Ave, Portland, ME</u> Zip: <u>04101</u>

Owner Information

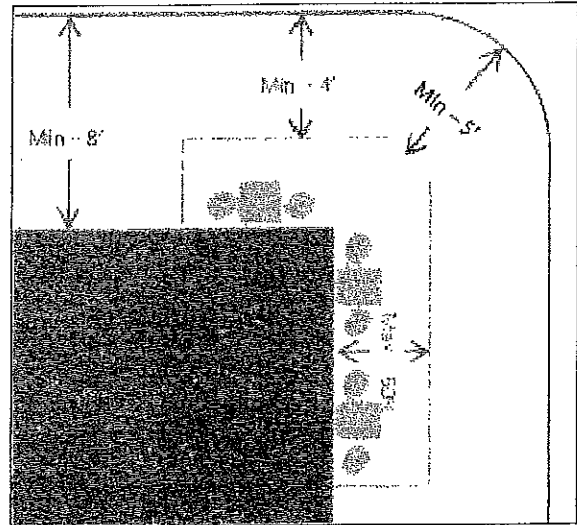
Corporate Name		Corporate Mailing Address	
<u>Portland Pottery Inc.</u>		<u>118 Washington Ave Portland, ME</u> Zip: <u>04101</u>	
Contact Person:	<u>Lisa Bonarigo</u>	Phone:	<u>207 772-4334</u>
Principal Officers	Title	Date of Birth	Residence Address
<u>Lisa Bonarigo</u>	<u>President</u>	<u>2/4/61</u>	<u>32 Lennox St, Portland, ME 04103</u>

About Your Establishment

Class of License:	CLASS III and IV
Type of food served:	Italian and Comfort Food
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	m-w 8:00 AM thru 6:30 PM, Thursday thru Sunday 8:00 AM to 9 PM
Number of Tables	9 inside, 3 outside
Number of Chairs	30 +/-

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of sidewalk
Sidewalk Type	Sidewalk Passage Width (Min)
Standard sidewalk	4'0"
Street corner	5'0"

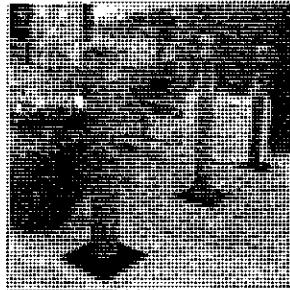
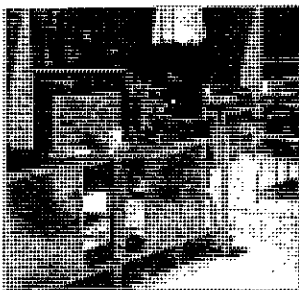


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation



Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- 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.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and 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.

Signature Lisa Bonanizio Title President Date 9/26/17

For Administrative Use Only

Amount: _____		Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____	_____
CC _____ CA _____ CK _____	Health: _____	_____	_____
	PD: _____	_____	_____
Amount: _____	Treasury: _____	_____	_____
Date Paid: _____	Zoning: _____	_____	_____
CC _____ CA _____ CK _____			

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: Portland Pottery, Inc.			Business Name (D/B/A) Lena's		
APPLICANT(S) —(Sole Proprietor) DOB:			Physical Location: 122 Washington Ave		
DOB:			City/Town Portland	State ME	Zip Code 04101
Address 118 Washington Ave			Mailing Address 118 Washington Ave		
City/Town Portland	State ME	Zip Code 04101	City/Town Portland	State ME	Zip Code 04101
Telephone Number 207-772-4334	Fax Number 207-780-6451	Business Telephone Number 207-245-6335		Fax Number 207-780-6451	
Federal I.D. # 01-0478764			Seller Certificate #: or Sales Tax #: 1023945		
Email Address: Please Print LISA@portlandpottery.com			Website:		

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 \$ ~~26,000~~ LIQUOR \$ _____
- 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 own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License #	Name of Business	Physical Location	City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
6. If manager is to be employed, give name: Chris Thurston
7. Business records are located at: 118 Washington Ave, Portland, ME 04101
8. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Lisa Bonarrigo	2-4-61	Brookline, MA
Chris Thurston	8-4-76	Portland, ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Lisa Bonarrigo - Portland, Maine all 5 years		
Chris Thurston - Portland, Maine, Brunswick and Ramoth, Maine.		

11. 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)
12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____
13. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☒
14. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____
C. Bruni, LLC 118 Washington Ave, Portland, ME 04101
15. Describe in detail the premises to be licensed: (On Premise Diagram Required) _____
122 Washington Ave, Portland, ME 04101 See Diagram
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☐ Applied for: _____
17. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1,584 Feet
Which of the above is nearest? School
18. 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: Mortgages

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 9/26, 20 17
Town/City, State Date

Lisa Bonarrigo
Signature of Applicant or Corporate Officer(s)
LISA BONARRIGO
Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

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.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE -- SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises li-

cense that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD) .]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an 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 Towns 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: Portland Pottery, Inc.
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 8/14/1991 State in which you are formed: ME
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 %
Lisa Banarigo	32 LENNOX ST. PORTLAND, ME 04103	2/4/61	President	100%

(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:

 9/26/17 9/26/17
Signature of Duly Authorized Person Date

LISA BONARRIGO
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

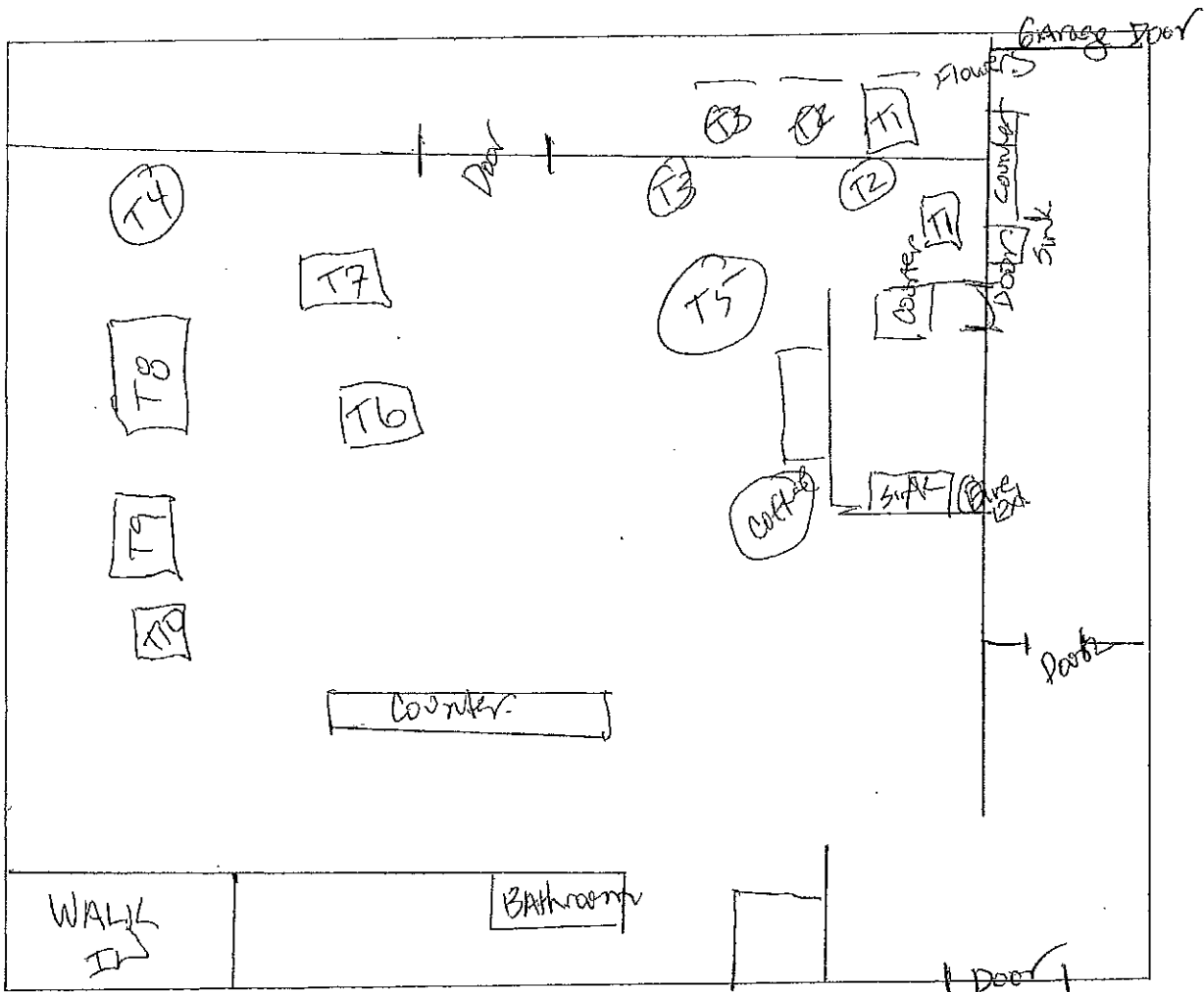
Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov

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, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



Lena's

Italian Menu Ideas

Appertizers:

Risotto Arancini - Deep Fried risotto balls, spicy tomato sauce, shaved Parmesan, Basil Pesto \$ 9

Shrimp & Polenta: Lemon garlic shrimp, creamy polenta, salsa verde \$ 14

Antipasti Plate: Seasonal Meat & cheese plate, olives, house pickles, stuffed figs with gorgonzola, grilled focaccia \$ 14

Special App: Changes Daily

Salads:

Grilled Romaine Caesar - boquerones , croutons, shaved parmesan. \$ 12

House Salad?

Arugula - shaved pears, walnuts, brie cheese fritter, modena balsamic vinegar \$ 12

Entree:

Gnocchi - pomodoro sauce, mozzarella, basil 14

Spaghetti & Meatballs - house tomato sauce, parmesan , basil 14

Pappardelle Bolognese - traditional meat sauce, ricotta, basil 15

Eggplant Parmesan - Baked in house red sauce with parmesan & mozzarella, topped with basil. Served with a side of pasta \$ 16

Chicken Parmesan - Baked in house red sauce with parmesan & mozzarella, topped with basil. Served with a side of pasta \$ 16

Veal Saltimbocca - prosciutto , sage, spinach, amaretto. \$ 22

Lena's (Pg 2)

Pasta of the day:

Seafood Special of the day

Daily Lasagna special

Fresh baked Foccacia

Desserts: \$ 8 ea.

Tiramisu

Cannolis

Gelato

Classic Cheeseburger \$10

8 oz. Angus patty cooked to order. Cheddar cheese, pickles, tomato, butter lettuce and thousand island. On grilled ciabatta.

Uni Burger \$10

8 oz. Angus patty, crumbled blue cheese, Sriracha mayo, fresh tomato, butter lettuce. On grilled ciabatta

Philly Burger \$10

Roasted red peppers, sautéed onions, American cheese

SOUPS & SALADS

Summer House Salad \$10

Red Buttercrunch and Boston Bibb Lettuce, cherry tomato, orange pepper, red onion, cucumber, carrot, and jicama.

Cobb Salad \$12

Egg, chicken, bacon, Blue cheese, tomato, cucumber, lettuce, and corn.

Russian Kale & Spinach Summer Salad \$10.75

Cranberries, apple, red quinoa, purple cabbage, carrot, scallion, avocado, savory sesame granola. (Contains nuts)

Mixed Green Chicken Salad \$10

Chicken salad of the day, baby greens, purple cabbage, carrot, crisp apple, scallion, savory sesame granola, balsamic vinaigrette. (Contains nuts)

Dressings

Champagne Vinaigrette, Balsamic, Honey Lavender, Lemon Thyme, Thousand Island, & Blue Cheese

Soup of the Day cup \$4 bowl \$7

Fresh delicious soups made in house, check the black board for our daily flavors. Bowl portion served with bread.

DRINKS

Drip Coffee Regular/Decaf & Hot Tea \$2

Ice Coffee \$2

Pepsi Products & Bottled Water \$2

Milk \$2

Assorted Bottled Juices \$2

Natalies Orange Juice \$2.75

Home Brewed Ice Tea \$3.50

Green Monster Smoothie (vegan) \$5.25

Mix n' Match Smoothies \$5.25

With Greek Yogurt and your choice of Strawberry, Blueberry, Banana, Mango, Apple, Watermelon

DESSERTS

All of our spectacular desserts are made from scratch. Check the case for an everchanging display of delicious, handcrafted sweets.

PORTLAND POTTERY CAFE



SUMMER 2017

DINE IN & TAKE OUT

122 Washington Ave

207 245 6335

www.portlandpottery.com

BREAKFAST

SERVED ALL DAY!

Tax included in all prices.

Two Egg Sandwich \$6.50

Fluffy scrambled egg, american cheese, bacon or ham, on a grilled english muffin.

The Mighty New Englander \$10

Housemade corned beef hash, scrambled eggs, white cheddar. As a grill pressed wrap, or plate with toast & jam.

Good Morning Wrap \$9.75

Grilled seasonal vegetables, scrambled eggs, goat cheese. As a grill pressed wrap, or plate with toast & jam.

Cheese & Vegetable Omelette \$10

Fluffy three egg omelette, grilled vegetables, mozzarella cheese. Toast with housemade jam and bruleed banana.

Frittata of the Day \$8.50

Crustless quiche, gluten free, 2 flavors daily. Served with toast, housemade jam and bruleed banana.

Late Riser \$10

Grilled local sausage, red potatoes, fire roasted red pepper, scrambled eggs, mozzarella. Grill pressed wrap or as a plate with toast and jam.

Super Tofu Scramble \$10

Grilled vegetables, spiced local tofu, avocado. As a grilled wrap or a plate. Vegan!

The Black Bear \$10

Grilled Pastrami red potato hash, scrambled eggs, swiss cheese, grainy dijon mustard on a plate with toast and jam.

Giant Grilled Muffin \$3.75

Grilled Buttermilk Muffin, check counter for daily variety.

Hearty Oatmeal Bowl \$7.50

Steel-cut oats, dried cranberries, toasted nuts and seeds, cinnamon, almond milk, wild blueberries, bruleed banana. Vegan and Gluten Free.

2 Eggs to Order \$2.50

Red Potato Homefries \$4.00

Substitute Allergeena Gluten-Free Bread \$1.75

Sides For Breakfast Or Lunch \$1.75

Bacon - Ham - Sausage - Corn Beef - Pastrami

Tomato - Avocado

Lobster or Salmon Market Price

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase risk of foodborne illness.

SANDWICHES & PLATES

SANDWICHES SERVED WITH SUMMER SLAW

Tax included in all prices.

Avocado Toast \$9

Drizzled with olive oil and lemon, served with demi salad.

Artichoke Panini \$9.50

Roasted artichoke hearts, red peppers, cucumber, tomato and feta tossed in pesto on oat bread.

Veggie Burger with Pineapple \$10

Red & white quinoa, wild rice and beans, hummus, honey roasted red & yellow beet, roasted fresh pineapple, Kale, rolled oats, caramelized onion, roasted garlic, fresh ginger. On grilled ciabatta.

Blackened Tofu Sandwich \$10

Thick grilled slab of tofu on ciabatta roll with vegan fruit salsa

Summer Veggie Risotto \$12

Fresh variety of vegetables and rice.

Classic Grilled Cheese \$5

Lightly buttered and grilled oat bread, white american cheese. Bacon, tomato, avocado or ham available for additional charge.

Avocado BLT \$8.75

Tomato, hickory bacon, butter lettuce, avocado, mayo, toasted oat bread.

Tuna Melt \$9.50

Celery, mozzarella, pickles, and tomatoes on grilled oat bread.

Lobster Roll Market

Fresh picked lobster, tarragon, lemon aioli on a grilled brioche bun. DELICIOUS!

Salmon \$12

Pan seared with cold Mediterranean orzo salad

Chicken Salad Sandwich \$8.50

Chicken salad flavor of the day, baby greens, toasted oat bread.

BBQ Chicken Plate \$12

With potato salad

Classic Reuben \$10

Shaved lean corned beef, local sauerkraut, housemade thousand island, swiss, grilled on marble rye.

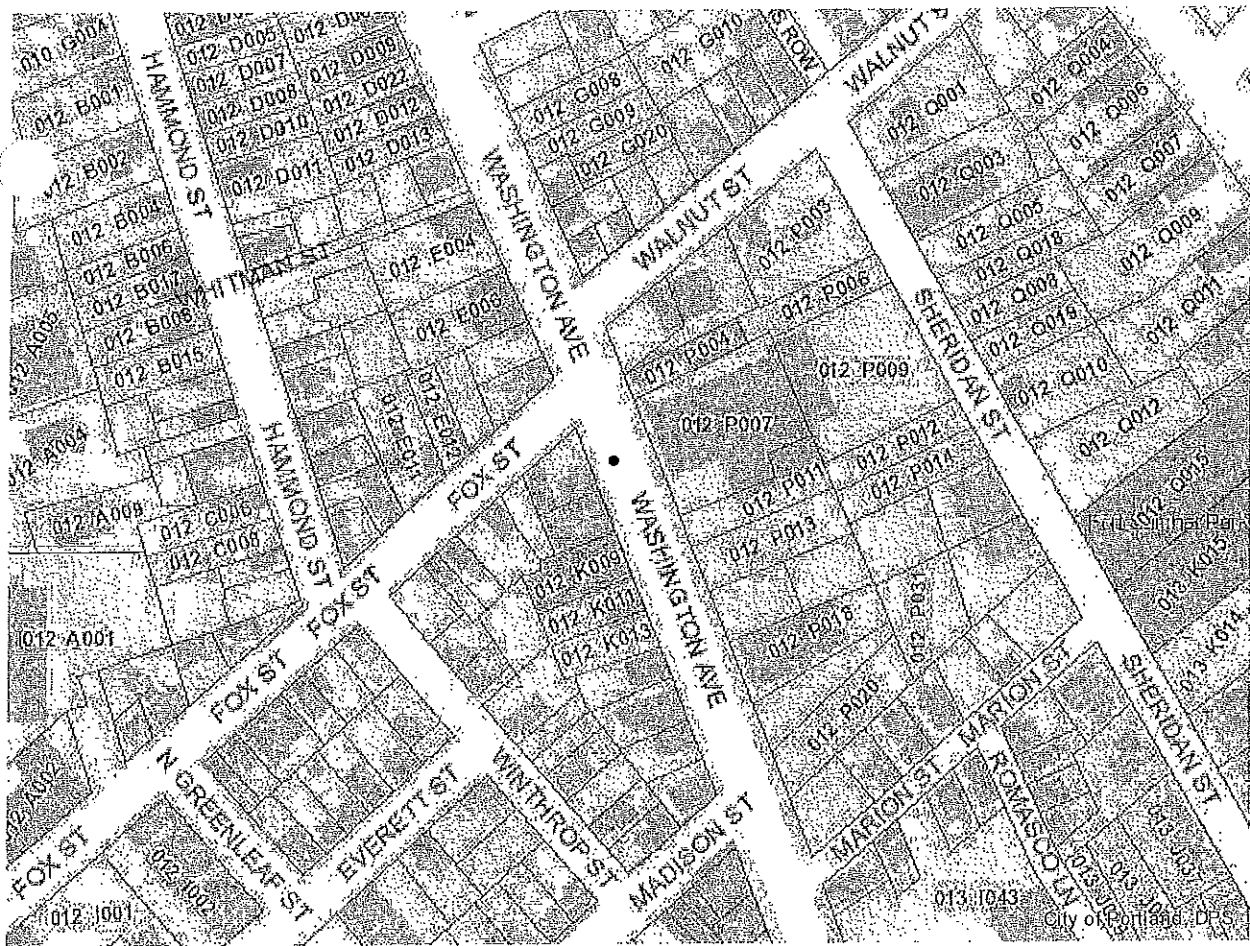
Rachel \$9.75

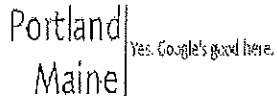
Smoked turkey, creamy coleslaw, swiss, thousand island on grilled marble rye.

Roast Beef \$9.75

With wasabi, carrots, cucumber, pickles, red onions, pepper jack cheese, and chipotle mayo

MORE ON BACK PAGE





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Lenas**Kevin Cashman** <kevindo@portlandmaine.gov>

Fri, Sep 29, 2017 at 12:49 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>, 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 issues.

Kevin C.

On Wed, Sep 27, 2017 at 13:34 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for Lenas, 122 Washington Ave for a Class III & IV FSE with Outdoor Dining. This is currently licensed as Portland Pottery as a FSE with Prep. Same owner, still doing the pottery. This an upgrade to Beer and Wine and name change. This will go before the City Council on 11/6.

Owner is
Portland Pottery Inc

Contact is
Lisa Bonarrigo
207-772-4334
lisa@portlandpottery.com

The information has been added to UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D374310

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-09-27) :

Inquiries Name(s) LISA BONARRIGO (1961-02-04)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

October 16, 2017

Portland Pottery, Inc.
118 Washington Ave
Portland ME 04101

**Re: Portland Pottery, Inc. dba Lena's. Application for a Class III & IV with
Outdoor Dining on Public Property at 122 Washington Ave.**

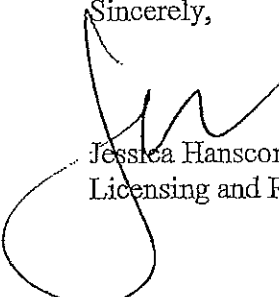
Dear Ms Bonarrigo

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Class III & IV with Outdoor Dining on Public Property at 122 Washington Ave. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., Portland Pottery, Inc. dba Lena's. Application for a Class III & IV with Outdoor Dining on Public Property at 122 Washington Ave. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 91-17/18
Tab 9 11-6-17*

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:

Portland Pie LLC dba Portland Pie Company. Application for a Class I FSE at 51 York Street.

10/3/2017

• • •

Jeff Perkins
Portland Pie Co.
269 Ocean Street
South Portland, Maine 04106

Mayor Ethan Strimling and Members of the City Council
389 Congress Street
Portland, Maine 04101

Dear Mayor and Members of the City Council,

Please accept this letter as a formal request for business licenses for Portland Pie LLC, d.b.a. Portland Pie Co. at 51 York Street. This request is due to a change in ownership for the current business.

A handwritten signature in black ink, appearing to read 'Jeff Perkins', with a long horizontal flourish extending to the right.

Jeff Perkins
Portland Pie Co.

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):	PORTLAND PIE COMPANY Phone: 207-772-1231
Location Address:	51 YORK ST Zip: 04101
If new, what was formerly at this location:	
Mailing Address:	269 OCEAN ST Zip: 04106
Contact Person:	JEFF PERKINS Phone: 207-671-5627
Contact Person Email:	JEFF@PORTLANDPIE.COM
Manager of Establishment:	JOAN CAPELLO Date of Birth: Phone: 207-747-9243
Owner of Premises (Landlord):	SOLEY CORP LLC
Address of Premises Owner:	1 DANA ST FLOORS 4+5 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	
PORTLAND PIE LLC		269 OCEAN ST S. PORTLAND ME Zip: 04106	
Contact Person:	JEFF PERKINS	Phone:	207-671-5627
Principal Officers	Title	Date of Birth	Residence Address
JEFF PERKINS	OWNER/CEO	12/26/63	4 KATAHDIN RD CAPELIZABETH ME 04107
BILL RYAN	OWNER	9/6/67	124 PINE ST PORTLAND ME 04102

About Your Establishment

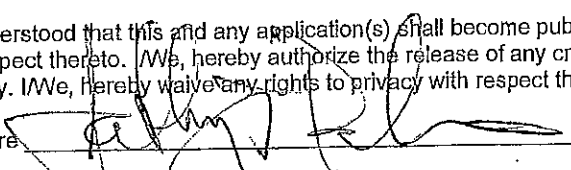
Class of Liquor License:	RESTAURANT CLASS 1, 1, 1, 1, 1, 1	
Type of food served:	PIZZA, SANDWICHES, PASTA, SALADS,	
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒	
Projected percentage of sales:	Generated from Food: 87%	Generated from Alcohol: 13%
Hours & days of operation:	SUN-WED 11-10pm, THURS 11-11pm, FRI+SAT 11-12pm	

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: 50 ft - Baxter School	
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):	
BILL RYAN - MAINE RED CLAWS	
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, _____ 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. 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: CEO Date: 9/29/17

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.

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 12/24/17

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>Portland Pre LLC</u>			Business Name (D/B/A) <u>Portland Pre Co</u>		
APPLICANT(S) - (Sole Proprietor) DOB:			Physical Location: <u>51 York St</u>		
DOB:			City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04101</u>
Address <u>269 Ocean St</u>			Mailing Address <u>269 Ocean St</u>		
City/Town <u>S. Portland</u>	State <u>ME</u>	Zip Code <u>04106</u>	City/Town <u>S. Portland</u>	State <u>ME</u>	Zip Code <u>04106</u>
Telephone Number <u>207-730-7304</u>		Fax Number	Business Telephone Number <u>207-772-1231</u>		Fax Number <u>207-730-7304</u>
Federal I.D. # <u>04-3389479</u>			Seller Certificate #: or Sales Tax #: <u>04-3389479</u>		
Email Address: <u>Jeff@portlandpre.com</u> Please Print			Website:		

If business is NEW or under new ownership, indicate starting date: 10/4/17

Requested inspection date: _____ Business hours: Sun-Wed 11-11 Sat-Sun 11-12am

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 \$ _____ FOOD \$ 206,845 LIQUOR \$ 297,923

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 own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No
 If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

 (Use an additional sheet(s) if necessary.)

License #	Name of Business
Physical Location	City / Town

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
6. If manager is to be employed, give name: John Capello
7. Business records are located at: 269 Ocean St. S. Portland ME 04106
8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐
9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
JEFF PERKINS	12/26/63	Wmehester MD
Bill RYAN	9/6/67	ROCKAWAY BEACH NY
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
JEFF PERKINS - 4 kawaholm Rd Cape Elizabeth ME 04107		
Bill RYAN - PORTLAND ME, FALMOUTH, ME		

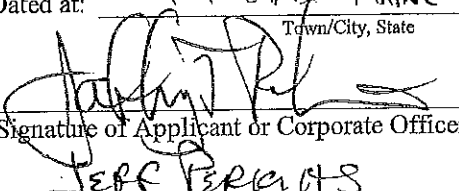
11. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒
- Name: _____ Date of Conviction: _____
- Offense: _____ Location: _____
- Disposition: _____ (use additional sheet(s) if necessary)
12. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____
13. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐
14. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____
15. Describe in detail the premises to be licensed: (On Premise Diagram Required) Pizza restaurant
16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: _____
17. 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? .5 miles
- Which of the above is nearest? School
18. 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 Banger Savings

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 SEPT 27, 20 17
Town/City, State Date

Please sign in blue ink


Signature of Applicant or Corporate Officer(s)
JEFF PERKINS
Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

FEE SCHEDULE

FILING FEE: (must be included on all applications).....	\$ <u>10.00</u>
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.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE -- SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. **Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises li-

cense that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an 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 Towns 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.

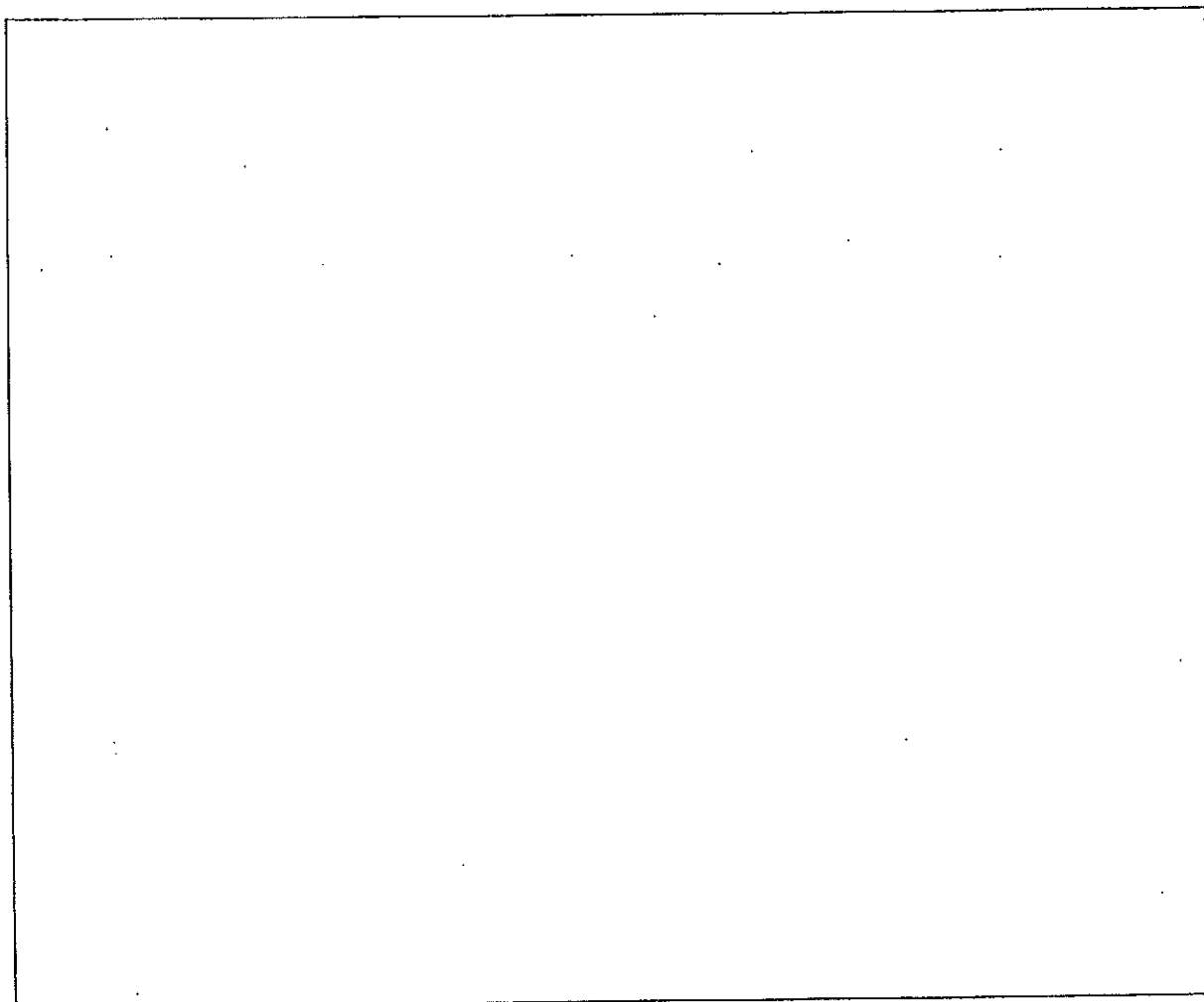
*Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov*

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.





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: PORTLAND PINE LLC

2. Doing Business As, if any: Portland Pine CO.

3. Date of filing with Secretary of State: 9/25/17 State in which you are formed: ME

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 %
Jeff PERKINS	4 Katahdin Rd Cape Elizabeth ME 04107	12/26/03		50%
WWD Spearby Inc Holdings LLC 50% Bill Ryan SR 50% Bill Ryan Jr	321 Wild Orchard Marco Island FL 34145	10/28/43 9/1/67		25.71%
Spearby Inc Holdings LLC 100% Bill Ryan Jr	124 Pine St Portland ME 04102 149 Woodlands Dr Bath ME 04105	9/1/67		24.29%

(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: _____

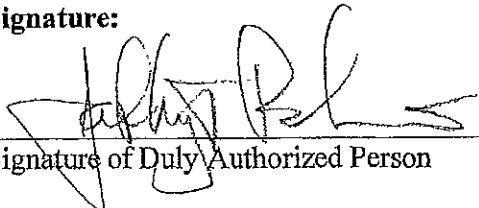
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

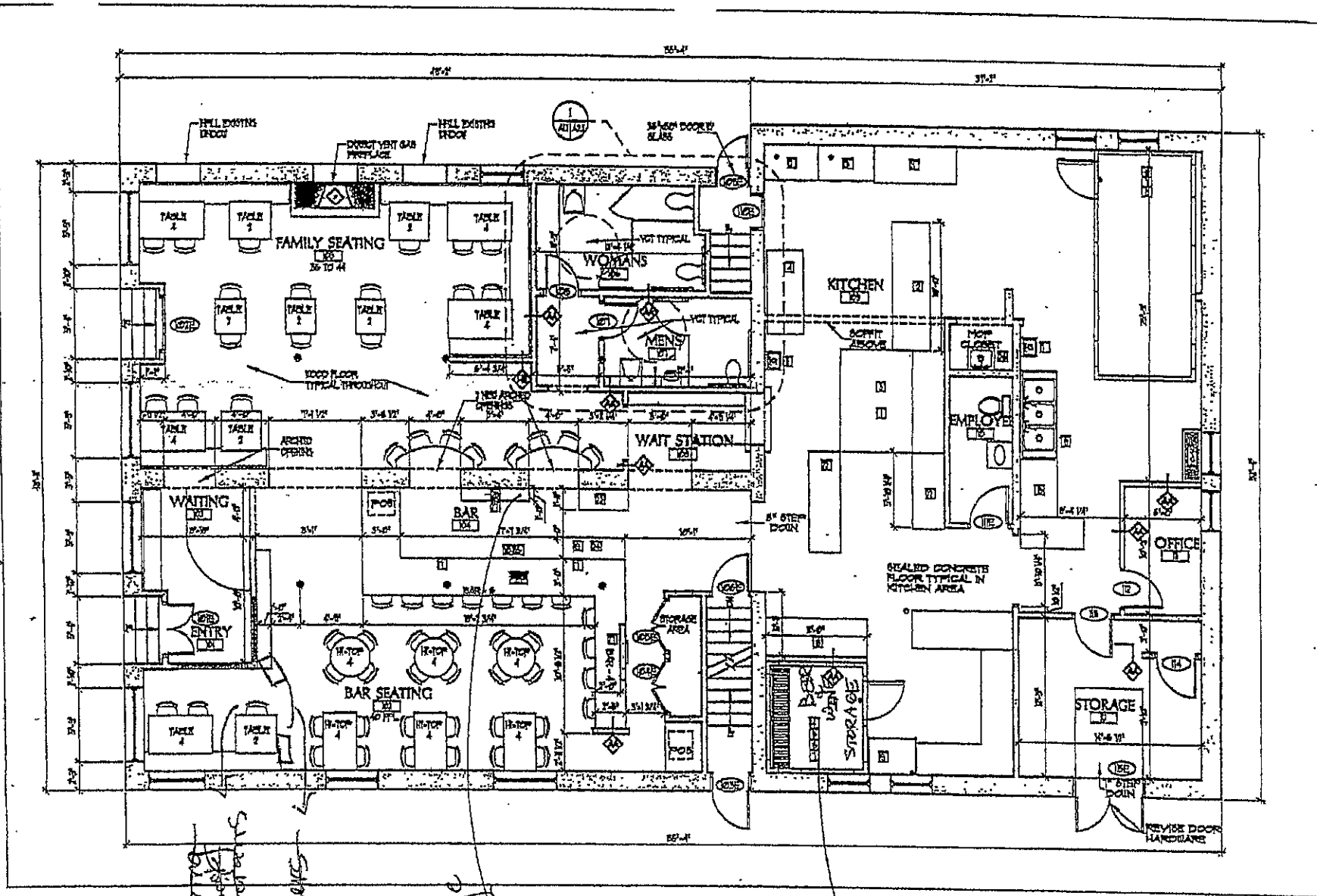
 9/27/17
Signature of Duly Authorized Person Date

JEFF PERKINS
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

York Street



gather no
space
for restaurants

speakers

beer liquor
storage
+ wine storage

Maple Street

FLOOR PLAN

SCALE 1/8" = 1'-0"

[HOME](#)[ABOUT US](#)[MENUS](#)[SHOP](#)[DOUGH](#)[CONTACT](#)[ORDER ONLINE](#)

CLASSIC MENU

Ordering out? Download our [Take Away Menu](#) or [Order Online](#)

APPETIZERS

CHEESY BREADSTICKS

Our signature dough lightly seasoned with oregano, topped with cheese and baked to perfection. Served with a side of marinara. 6.99

BUFFALO WINGS

Hot wings served with bleu cheese dressing and celery sticks. 10.99 Half Order 6.99

NACHO GRANDE

Southwest seasoned tortilla chips topped with melted Monterey Jack cheese and fresh onions, green peppers, tomatoes and jalapeños, finished with cilantro. Topped with sour cream, guacamole and our freshly-made pico de gallo. 9.99

Add ground beef or chicken 3.00

SPINACH & ARTICHOKE DIP

A creamy, cheesy dip served hot in a bread bowl with tortilla chips. 8.99

CAPRESE SLIDERS

Sliced tomatoes, fresh mozzarella & basil drizzled with olive oil and a balsamic reduction, served on toasted mini focaccia. 8.99

SPINACH & BACON-STUFFED MUSHROOMS

Fresh button mushrooms stuffed with spinach, bacon, garlic and cream cheese filling, topped with melted artisan cheese. 8.99

HUMMUS PLATE

Garlic hummus served with fresh veggies and house-made pita wedges. 8.99

BAKED POTATO FRIES

A full pound of golden baked french fries covered in melted cheese, smoked bacon and topped with chives. Served with a side of sour cream. 8.99

Just want French Fries?

A full pound of our signature fries baked until golden and crispy. 5.99

CHICKEN FINGER BASKET

Breaded chicken tenders baked until golden. Served with fries and your choice of dipping sauce. 9.99

CHICKEN QUESADILLA

A sun-dried tomato tortilla filled with chopped chicken, sautéed veggies, a blend of four cheeses and grilled until golden brown. Served with a side of sour cream and pico de gallo. 9.99

SALADS & SOUPS

Choice Of Dressing: Italian, Ranch, Balsamic Vinaigrette, Bleu Cheese, Parmesan Peppercorn, Apple Cider Vinaigrette

CAESAR SALAD

Crisp romaine lettuce, shaved artisan cheese, freshly-made croutons. Half 4.99 Entrée 7.99

GARDEN SALAD

Artisan lettuce, broccoli, cucumbers, tomatoes, mushrooms, green peppers and red onion. Half 4.99 Entrée 7.99

BUFFALO CHICKEN SALAD

Artisan lettuce, carrot sticks, diced celery, cucumbers, tomatoes and bleu cheese crumbles, topped with

COBB SALAD

Artisan lettuce, roasted chicken, tomatoes, black olives, smoked bacon and egg. 9.99

ORCHARD SALAD

Artisan lettuce, Granny Smith apples, Bosc pears, dried cranberries, roasted walnuts & goat cheese. Served with an apple cider vinaigrette. 9.99

STEAK & BLEU SALAD

Crisp romaine lettuce, tomatoes, cucumbers, red onion

breaded buffalo tenders. Served with a side of bleu cheese dressing. 10.99

and seasoned beef tenderloin tips topped with bleu cheese crumbles. Served with a side of bleu cheese dressing. 11.99

Hot & Fresh Soups Two selections of Kamasouptra soups available daily. Cup 3.99 Bowl 5.99 Bread Bowl 7.99

TOASTED SANDWICHES

Bread Options: Basil focaccia, basil pocket, ciabatta, sun-dried tomato wrap, Portland Pie roll. Gluten-free bread Add 1.00
All sandwiches served with potato chips. **Upgrade** to pasta salad, fruit salad, side salad or cup of soup Add 1.00

VINALHAVEN THANKSGIVING

Fresh roasted turkey, layered with rosemary stuffing and cranberry sauce on our focaccia. 10.99

ACADIA TURKEY APPLE

Roasted turkey breast, a layer of Brie, fresh greens, Granny Smith apple slices and crispy bacon. 10.99

EAGLE RIDGE STEAK BOMB

Montreal-seasoned sirloin steak covered in mushrooms, green peppers and onions sautéed with garlic, layered with melted American cheese.
Finished with mayonnaise. 9.99

OWL'S HEAD WRAP SOUTHWEST

Southwestern-spiced chicken breast, Monterey Jack cheese, tomato, red onion and crisp romaine. Spiced up with pico de gallo, cooled down with fresh guacamole and sour cream.
Served in a sun-dried tomato wrap. 9.99

FRYEBURG FAIR CHEESEBURGER

Two beef patties topped with American cheese, lettuce, tomato, red onion and pickle, finished with a mix of ketchup & mustard. Served in our pie pocket. 10.99

DOWNEAST BUFFALO

Roasted chicken marinated in buffalo sauce, layered with provolone cheese, cool diced celery and finished with a drizzle of bleu cheese dressing. 9.99

BLUE HILL CAPRESE

A fresh, light option served on our basil focaccia. Freshly-made herbed mayo, sliced cucumbers, sliced tomatoes and fresh mozzarella. 8.99

AVERY ROCK DAGWOOD

Hand-sliced pepperoni, ham, provolone cheese, tomatoes, black olives, green peppers, red onions, pepperoncinis, and pickles. Finished with mayo. 9.99

SATURDAY POND CHEESE MELT

Our spinach and artichoke dip with tomato and melted Swiss cheese, served on our Signature Focaccia. 9.99

PEAKS ISLAND MEATBALL PARM

Freshly-made meatballs* smothered in marinara sauce and layered in provolone cheese. 9.99

Add bacon or ham 3.00

SPECIALTY PIES

10" 12.29 • 10" Gluten free basil 14.99 • 14" Thin 17.49 • 16" 20.99

Choose your dough flavor: basil, beer, garlic, wheat, seasonal

MERRIMACK RIVER MARGARITA

A Margherita-style pizza with marinara sauce, fresh mozzarella and sweet basil.

OLD PORT PEPPERONI

Red sauce and piles of our specialty hand sliced pepperoni woven in our three cheese blend.

CAPE NEDDICK 'RONI MOZZARELLA

Marinara sauce, fresh mozzarella, specialty hand-sliced pepperoni, woven in our three cheese blend and finished with sweet basil.

HARBORMASTER BBQ

Red sauce, sliced chicken smothered in BBQ sauce, caramelized onions and smoked bacon woven in our three cheese blend.

MOUNT KATAHDIN PESTO

Pesto sauce, fresh spinach, artichoke hearts and sliced tomatoes woven in our three cheese blend.

NOR'EASTER BUFFALO

A base of bleu cheese dressing, grilled buffalo chicken smothered in Frank's RedHot sauce, woven in our three cheese blend. Served with a side of cool celery.

THE COUNTY TWICE BAKED POTATO

Mashed potatoes topped with caramelized onions,

MOOSEHEAD LOADED

Red sauce, sweet Italian sausage, pepperoni, red

bacon and cheddar cheese. Out of the oven we garnish with a sour cream drizzle and scallions.

DEAD RIVER RICOTTA BURGER

Red sauce, fresh spinach, fire roasted red peppers, garlic, ricotta cheese and hamburger, woven in our three cheese blend and finished with crushed red pepper.

MONHEGAN STEAK BOMB

No red sauce, a layer of American cheese, Montreal-seasoned steak, mushrooms, onions and green peppers sautéed in fresh garlic woven in our three cheese blend.

OLD ORCHARD ROASTED VEGGIE

Red sauce, green peppers, fire roasted red peppers, mushrooms, artichoke hearts, fresh garlic, woven in our three cheese blend and finished with crushed red pepper.

onions, green peppers and fresh mushrooms, woven in our three cheese blend.

PAWTUCKAWAY PARMESAN

Marinara sauce, provolone cheese, freshly-made meatballs* and breaded chicken cutlets with Parmesan and our three cheese blend, finished with sweet basil.

CRESCENT BEACH CHEESEBURGER

A ketchup and mustard base, American cheese, hamburger, onion, bacon and Montreal steak seasoning, all woven in our three cheese blend. Finished with romaine, sesame seeds and pickles.

GREAT DIAMOND WHITE

No red sauce, fresh garlic and olive oil, topped with sliced tomatoes, feta and sweet basil woven in our three cheese blend.

BRADBURY MUSHROOM GOAT CHEESE

A base of our three cheese blend is topped with portobello, crimini and button mushrooms. Out of the oven this pie is topped with an arugula and goat cheese salad, finished with a balsamic reduction.

BUILD YOUR OWN PIZZA

WHAT SIZE?

10" Personal Cheese Pizza	8.99
10" Gluten Free Sweet Basil	11.99
14" Crispy Thin Crust Pizza	13.99
16" Large Cheese Pizza	14.99

DOUGH

Basil	Wheat
Beer	Seasonal
Garlic	Gluten free

CHEESE

Extra three cheese blend
Fresh mozzarella
Vegan cheese

SAUCE

Red Sauce	Marinara Sauce
Buffalo Sauce	Bleu Cheese Dressing
Garlic & Oil	BBQ Sauce
Pesto	

WANT MORE?

10" Pizza	1.50 Per Topping
14" Pizza	2.00 Per Topping
16" Pizza	2.25 Per Topping

Pepperoni • Hamburger • Sausage • Bacon • Ham • Chicken • Green Peppers • Jalapenos • Tomato Slices Caramelized Onions • Red Onion • Mushrooms • Black Olives • Kalamata Olives • Garlic
Roasted Red Peppers • Broccoli • Spinach • Artichoke Hearts • Pineapple • Basil • Roasted Walnuts • Pears Apples • Feta • Bleu Cheese Crumbles • Ricotta • Monterey Jack • Goat Cheese

PASTA

Garlic bread and a half salad — choice of garden or caesar

CHEESE LASAGNA

Layers of marinara sauce, ricotta and Parmesan cheese, topped with our signature three cheese blend and baked to perfection. 11.99

MEAT LASAGNA

Layers of our freshly-made Bolognese* sauce, ricotta and Parmesan cheese topped with our signature three cheese blend and baked to perfection. 14.99

PENNE MARINARA

Pasta topped with marinara sauce and Parmesan cheese. 9.99
Add Meatballs 3.00

BAKED MACARONI & CHEESE

Macaroni in a rich, creamy blend of sharp cheddar and Monterey Jack cheese, with white pepper, cayenne and a touch of nutmeg, topped with bread crumbs. 12.99

CALZONES

Basil • Beer • Garlic • Wheat • Gluten free • Seasonal

CHEESE

Red sauce, ricotta and three cheese blend. 8.99

Choose from any of our toppings 1.50 each

MEAT-LOVERS

Sausage, bacon, hamburger, red sauce, ricotta and three cheese blend 12.29

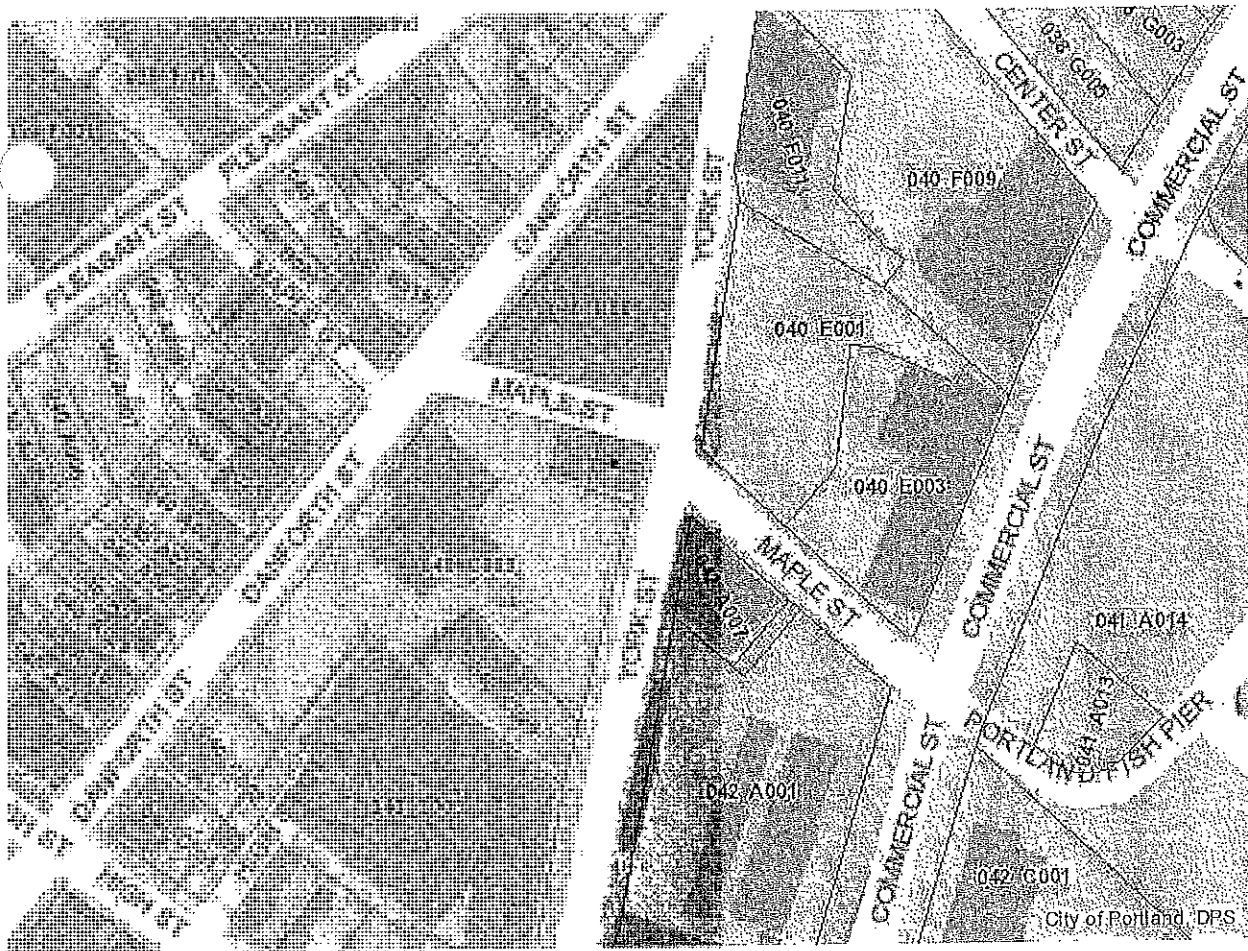
NONESUCH

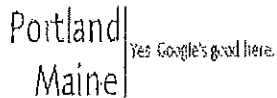
Provolone, freshly-made meatballs*, tomato, garlic, basil, red sauce, and three cheese blend. 12.29

CASCO BAY

Marinated chicken breast, prosciutto, red sauce, ricotta and three cheese blend. 12.29

*Our Bolognese sauce and meatballs are prepared daily with fresh ground beef and pork.
Consuming raw or undercooked food such as meat, poultry, fish, shellfish and egg may increase your risk of foodborne illness.





Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Portland Pie Company

Kevin Cashman <kevindc@portlandmaine.gov>

Fri, Oct 6, 2017 at 3:32 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>, 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>

PD has no objections.

Kevin C

On Fri, Oct 6, 2017 at 11:36 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Portland Pie Company, 51 York Street. This is a change of ownership of an existing business. One of the owners has left the LLC. They are applying for a Class I FSE and will go before council on 11/6.

Owner is
Portland Pie LLC
Jeff Perkins
Bill Ryan

Contact is
Jeff Perkins
jeff@portlandpie.com
207-671-5627

The information has been added to UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D385365

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-06) :

Inquiries Name(s) JEFF PERKINS (1963-12-26)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D385366

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-06) :

Inquiries Name(s) BILL RYAN (1967-09-06)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

October 16, 2017

Portland Pie LLC
269 Ocean Street
South Portland, ME 04106

Re: Portland Pie LLC dba Portland Pie Company. Application for a Class I FSE at 51 York Street.

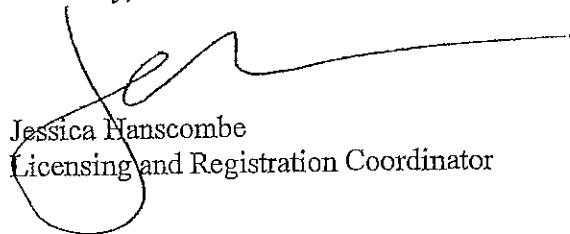
Dear Mr. Perkins,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Class I FSE at 51 York Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., Portland Pie LLC dba Portland Pie Company. Application for a Class I FSE at 51 York Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

Order 92-17/18
Tab 10 11-6-17

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:

Viale LLC dba The Tasting Room. Application for a Class A Lounge at 495 Forest Avenue.

October 6, 2017

To the Mayor and Members of the City Council,

Hello. My name is Dean Nowell and we would like to apply for a Class A Lounge at 495 Forest Avenue called The Tasting Room.

We will use this for beer, wine and liquor tastings and trainings.

Thank you

Dean Nowell

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 Tasting Room Phone: 207-615-6064
Location Address:	495 Forest Ave Portland 04101
If new, what was formerly at this location:	New build out / old Sony Building -
Mailing Address:	79 Bow Street Freeport - ALTA Sheila 04032
Contact Person:	Sheila Nappi Dean Nappi Phone: 207 615-6064
Contact Person Email:	Dean@Bowstreetdistributing.com
Manager of Establishment:	Dean Nappi Date of Birth: 5/19/1960 Phone: 207 615-6064
Owner of Premises (Landlord):	ALTA VISTA LLC
Address of Premises Owner:	79 Bow Street Freeport 04032

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	
Viale LLC		79 Bow Street Freeport ME 04032	
Contact Person:	Sheila Nappi	Phone:	207-615-6064
Principal Officers	Title	Date of Birth	Residence Address
Adam Nappi	President	3/21/67	21 S Freeport Rd 04032
Sheila Nappi	Vice President	7/5/66	21 S Freeport Rd 04032

About Your Establishment

Class of Liquor License: <u>X</u>	<u>Class A Lounge</u>	
Type of food served: <u>Pick up</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>25% +/-</u>	Generated from Alcohol: <u>75% +/-</u>
Hours & days of operation:	<u>14 +/- daily</u>	

QUESTIONS

Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?

Y/N

Y

If No, please explain: class A Lounge - pick up food only - snacks

Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?

NO

N

If yes, give the distance: 1000+ +

Will you have entertainment on the premises? (If yes, a Supplemental Application for Dancing & Entertainment is required.)

Y

Will you permit dancing on the premises?

Y

Will you permit dancing after 1:00 a.m.?

Y

Will you have outside dining? (If yes, an Outdoor Dining Application is required)

Y

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

If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____

What is your targeted opening date? NOU

Does the issuance of this license directly or indirectly benefit any City employee(s)?

Y

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

If Yes, please list business name(s) and location(s):

P1922A LLC - 28 monument sq -

Is any principal officer under the age of 21?

Y

Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?

Y

If Yes, please explain:

I Dean Howell 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 Operator MGR Date 8/24/17

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.

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>Viale LLC</u>		Business Name (D/B/A) <u>The Tasting Room</u>	
APPLICANT(S) --(Sole Proprietor) DOB:		Physical Location: <u>495 Forest Ave</u>	
DOB:		City/Town <u>Portland</u>	State <u>ME</u>
Address <u>495 Forest Ave</u>		Zip Code <u>04101</u>	
City/Town <u>Portland</u>	State <u>ME</u>	Zip Code <u>04101</u>	
Telephone Number <u>207-615-6064</u>	Fax Number <u>N/A</u>	City/Town <u>Freeport</u>	State <u>ME</u>
Federal I.D. #		Business Telephone Number <u>207-615-6064</u>	Fax Number <u>N/A</u>
Email Address: Please Print <u>Dean@Bowstreetdistributing.com</u>		Seller Certificate #: or Sales Tax #: <u>82-2730384</u>	
		Website: <u>N/A</u>	

If business is NEW or under new ownership, indicate starting date: Nov 2017

Requested inspection date: will contact Business hours: _____

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
- State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 0 LIQUOR \$ 0
- 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 own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

2017-2018 A-806 Bow St Beverage (Use an additional sheet(s) if necessary.)
License # 28 Monument Sq Portland ME 04101
Physical Location A-133 Bow St Market
City/Town 29 Bow Street Freeport ME 04032

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

6. If manager is to be employed, give name: Dean Novell

7. Business records are located at: 79 Bow Street Freeport ME 04032

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

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

10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Adam Nappi	3/31/67	Portland
Dean Novell	5/19/1960	Garland ME
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Adam Nappi 21 So Freeport Rd Freeport ME 04032		
Dean Novell 119 Highland Ave Garland ME 04034		

11. 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)

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

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

14. Does/do applicant(s) own the premises? Yes ☒ No ☒ If No give name and address of owner: ALTA Vista LLC
79 Bow Street Freeport ME 04032

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

16. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☐ NO ☒ Applied for: Age-Health

17. 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? 1000 + FT
Which of the above is nearest? Trinity Church

18. 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: Bank loans Bath Savings

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: Freeport ME on 10/2/17, 20
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Adam Kapp
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.



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: Viale LLC
2. Doing Business As, if any: The Tasting Room
3. Date of filing with Secretary of State: 9/7/17 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:

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 %
Adam Nappi	21 S Freeport RD Freeport ME 04032	3/31/67	president	50
Sheila Nappi	21 S Freeport RD Freeport ME 04032	9/5/66	vice president	50

(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 10/2/17

Adam Kappi
Print Name of Duly Authorized Person

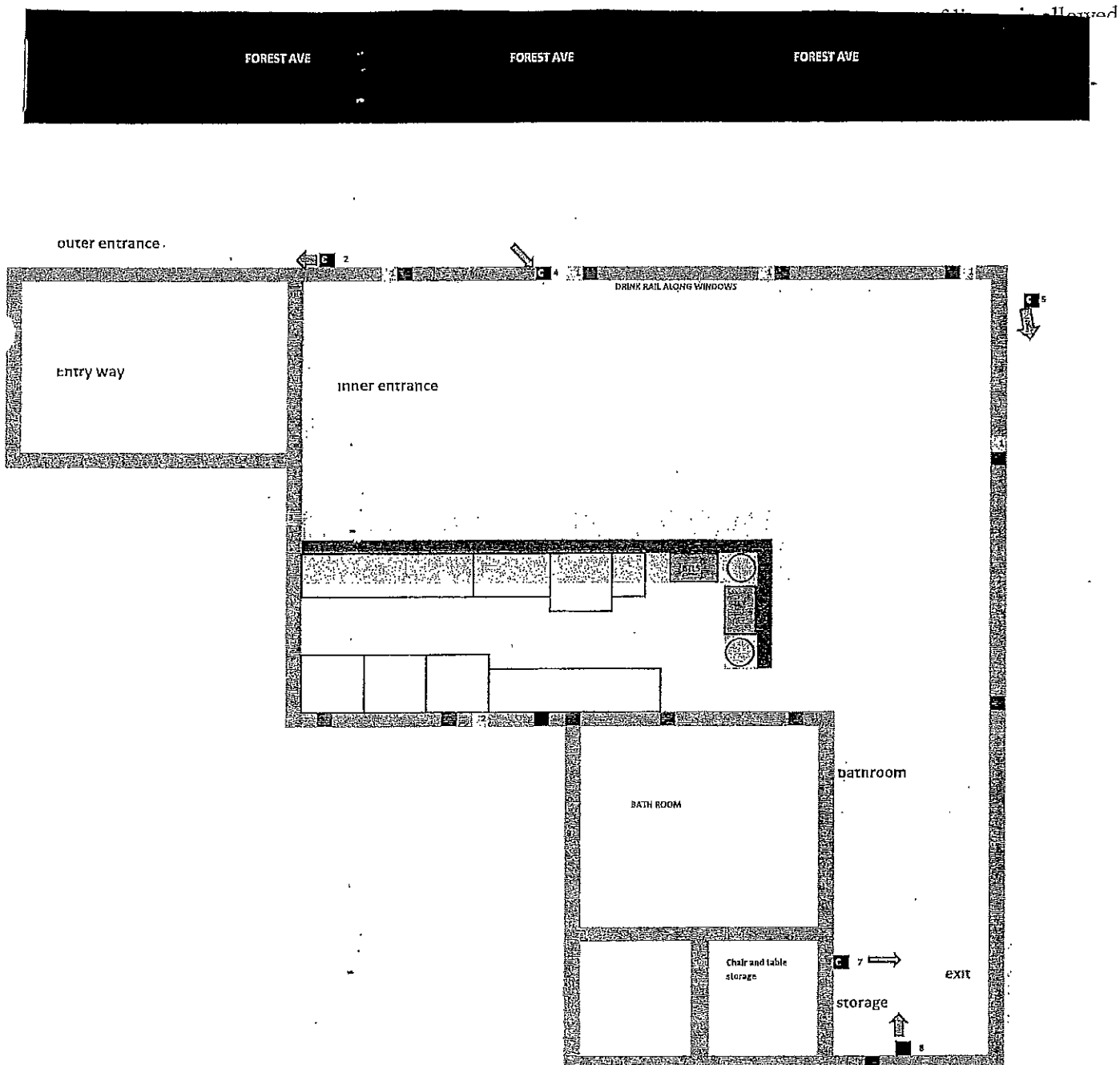
Submit Completed Forms to:

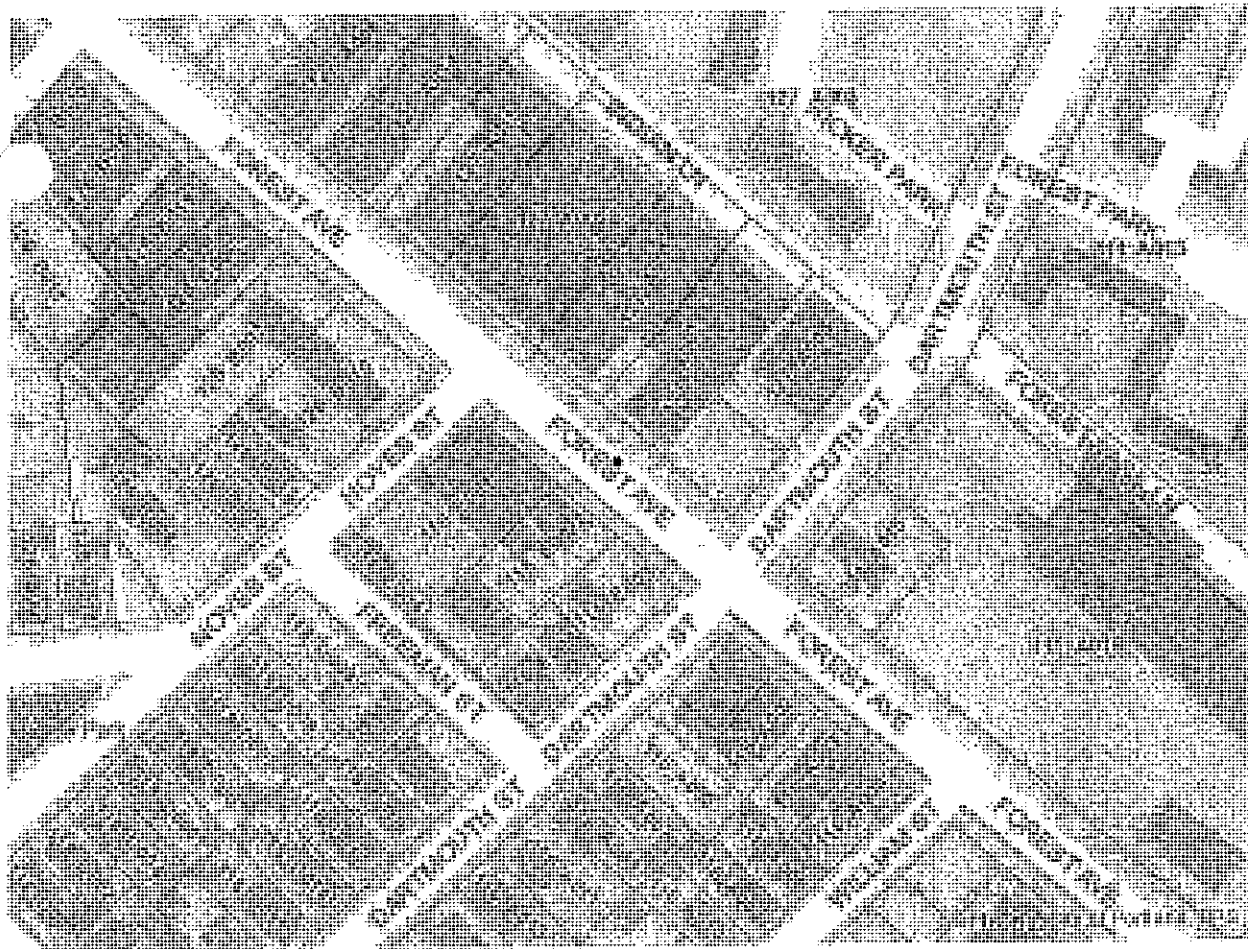
Bureau of Alcoholic Beverages
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, Me 04333-0008 (Regular address)
10 Water Street, Hallowell, ME 04347 (Overnight address)
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@Maine.gov

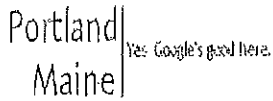
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
☐	Approved
☐	Not Approved
BY:	

ON PREMISE DIAGRAM







Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Tasting Room

Kevin Cashman <kevindo@portlandmaine.gov>

Fri, Oct 6, 2017 at 3:33 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>, 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, Oct 6, 2017 at 12:53 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon

Please see the attached application for The Tasting Room, 495 Forest Ave for a Class A Lounge license. They will be going before council on 11/6.

Owner is
Viale LLC
Adam Nappi
Sheila Nappi

Contact is
Dean Nowell
207-615-6064
dean@bowstreetdistributing.com

The information has been added to UI for approvals. Thanks Jessica
Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D385406

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-06) :

Inquiries Name(s) SHEILA NAPPI (1966-09-05)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D385405

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-06) :

Inquiries Name(s) ADAM NAPPI (1967-03-31)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

October 16, 2017

Viale LLC
79 Bow Street
Freeport ME 04032

Re: Viale LLC dba The Tasting Room. Application for a Class A Lounge at 495 Forest Avenue.

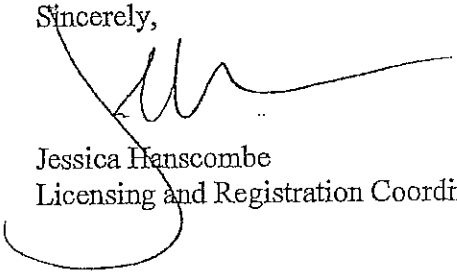
Dear Mr. Nowell

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Class A Lounge at 495 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 item may be postponed.

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

Sincerely,



Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., Viale LLC dba The Tasting Room. Application for a Class A Lounge at 495 Forest Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 23-17/18
Tab 11 11-6-17*

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:**

Maine & Loire LLC dba Drifters Wife. Application for a Class I FSE at 59 Washington Avenue.

September 27, 2017

Dear Mayor Strimling and the Honorable Members of Portland City Council,

It is with great excitement that we, Orenda and Peter Hale, announce our intent to expand our restaurant, Drifters Wife, and retail wine shop, Maine & Loire which are both located at 63 Washington Ave to the space next door (59 Washington Avenue).

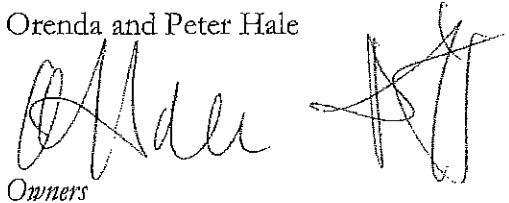
The restaurant will continue to offer the neighborhood a seasonally curated menu alongside low-intervention, natural wines. The wine shop will continue to specialize in being the only shop in the area to offer low-intervention, natural wines as well. Both businesses will share the same space as they currently do.

Our background in the service industry for over fifteen years has inspired us to share what we know and love: quality wine and beer, classic cocktails, and excellent food in a convivial, intimate setting.

The space will include a 10-seat bar with approximately 44 additional seats. Our hours to start will be open 5 days per week for dinner only: Tuesday-Saturday, 3pm-10pm

Sincerely,

Orenda and Peter Hale

The block contains two handwritten signatures. The signature on the left is written in cursive and appears to be 'Orenda'. The signature on the right is also in cursive and appears to be 'Peter Hale'. Both signatures are written in dark ink.

Owners

Maine & Loire (Wine Shop)

Drifters Wife

63 Washington Ave. - Portland

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):	DriPeters Wife Phone: 207-805-1336
Location Address:	59 Washington Ave, Portland Zip: 04101
If new, what was formerly at this location:	Restaurant (Rousta about)
Mailing Address:	59 Washington Ave. Portland Zip: 04101
Contact Person:	Orenda Hale Phone: 207-805-1336
Contact Person Email:	maineandlorre@gmail.com
Manager of Establishment:	Peter Hale Date of Birth: 05/13/79 Phone: 646-298-8228
Owner of Premises (Landlord):	Jed Harris, Cotton Street Holdings LLC
Address of Premises Owner:	75 Washington Ave. St. 2H Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address
Peter Hale	05/13/79	25 Mundy Rd, Cape Elizabeth
Orenda Hale	12/26/82	25 Mundy Rd, Cape Elizabeth

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

Corporate Name		Corporate Mailing Address	
Maine & Lore LLC		63 Washington Ave Portland Zip: 04101	
Contact Person:	Orenda Hale	Phone:	207-805-1336
Principal Officers	Title	Date of Birth	Residence Address
Peter Hale	co-owner	05/13/79	25 Mundy Rd, Cape Elizabeth
Orenda Hale	co-owner	12/26/82	25 Mundy Rd, Cape Elizabeth

About Your Establishment

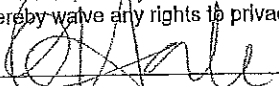
Class of Liquor License:	Restaurant, Class 1		
Type of food served:	American Continental/Bistro		
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food: 55	Generated from Alcohol: 45	
Hours & days of operation:	Tuesday-Saturday 3pm-10pm		

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):	
Maine & Lore (retail) and Drifters Wife (restaurant) / 163 Washington Ave, Portland ME	☒ Y ☐ N
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, Ovenda Hale 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 Co-owner Date 9/27/17

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.

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>MAINE & LOIRE LLC</u>	Business Name (D/B/A) <u>Drifters Wife</u>
APPLICANT(S) - (Sole Proprietor) <u>Orenda Hale</u> DOB: <u>12/26/82</u>	Physical Location: <u>59 Washington Ave.</u>
<u>Peter Hale</u> DOB: <u>05/13/79</u>	City/Town <u>Portland</u> State <u>ME</u> Zip Code <u>04101</u>
Address <u>25 Trundy Rd.</u>	Mailing Address <u>59 Washington Ave.</u>
City/Town <u>Cape Elizabeth</u> State <u>ME</u> Zip Code <u>04107</u>	City/Town <u>Portland</u> State <u>ME</u> Zip Code <u>04101</u>
Telephone Number <u>917-862-0410</u> Fax Number <u>NONE</u>	Business Telephone Number <u>207-805-1336</u> Fax Number <u>NONE</u>
Federal I.D.# <u>47-2341621</u>	Seller Certificate #: or Sales Tax #: <u>1171321</u>
Email Address: Please Print <u>maineandloire@gmail.com</u>	Website: <u>drifterswife.com</u>

If business is NEW or under new ownership, indicate starting date: relocating from 63 to 59 Washington Ave.
 Requested inspection date: January 2018 Business hours: Tues-Sat 4-10pm (next door)

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
 2. State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 157,680 LIQUOR \$ 146,108
 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 own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No
 If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

541 Maine & Loire (Use an additional sheet(s) if necessary.)
 License # Name of Business
59 Washington Ave, Portland ME 04101, formerly 63 Washington
 Physical Location City/Town
ME, Portland as well.

5. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
6. If manager is to be employed, give name: _____
7. Business records are located at: 59 Washington Ave.
8. Is/are applicant(s) citizens of the United States? YES ☒ NO ☐
9. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
10. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Peter Smith Hale	05/13/79	Odessa, TX
Dorenda Grace Hale	12/26/82	Danby, NY
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
25 Trundy Rd, Cape Elizabeth, ME 04107		
451 Deering Ave, Portland, ME 04103		
32 Pleasant Ave, Portland, ME 04103		

11. 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)

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

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

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

15. Describe in detail the premises to be licensed: (On Premise Diagram Required) Street Holdings LLC, 75 Washington Ave, Suite 211 Portland, ME 04103
Restaurant with 45 seats

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

17. 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 m

Which of the above is nearest? Church

18. 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: Bangor Savings Bank loan for expansion to move next door with a full kitchen set-up.

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 9/20, 20 17
Town/City, State Date

P. Hale
Signature of Applicant or Corporate Officer(s)
Orenda Hale
Print Name

Please sign in blue ink

Peter Hale
Signature of Applicant or Corporate Officer(s)
Peter Hale
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.

All fees must accompany application, make check payable to the Treasurer, State of Maine.

This application must be completed and signed by the Town or City and mailed to:
Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement
8 State House Station, Augusta, ME 04333-0008.
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

Dated at: _____, Maine _____
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises li-

cense that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an 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 Towns 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.

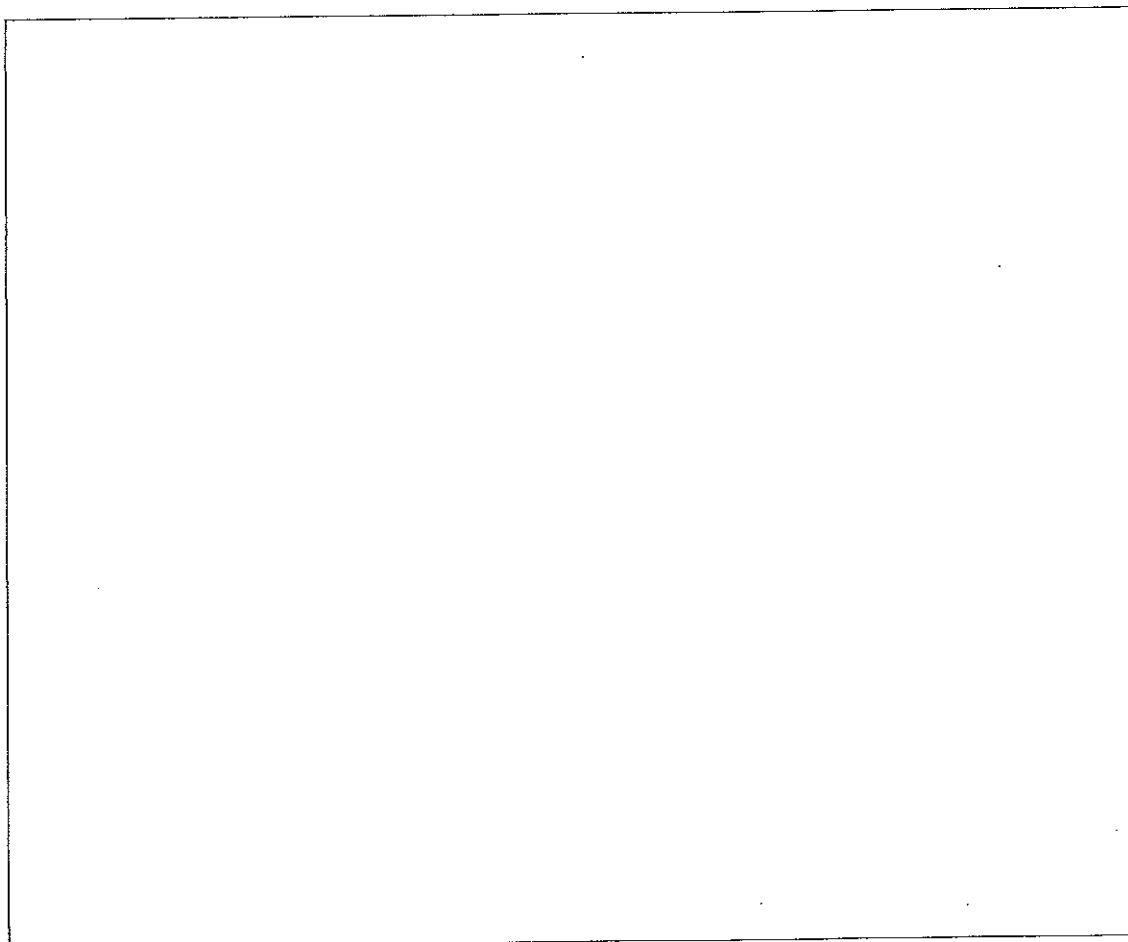
*Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov*

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.





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.

- Exact legal name: MAINE & LOIRE LLC
- Doing Business As, if any: Drifters Wife
- Date of filing with Secretary of State: 2/27/15 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

- 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 %
Peter Hale	25 Mundy Rd, Cape Elizabeth 451 Deering Ave, Portland 32 Pleasant Ave, Portland	05/13/79	Co-owner	50
Orenda Hale	25 Mundy Rd, Cape Elizabeth 451 Deering Ave, Portland 32 Pleasant Ave, Portland	12/26/82	Co-owner	50

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

- 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:

O. Hale
Signature of Duly Authorized Person

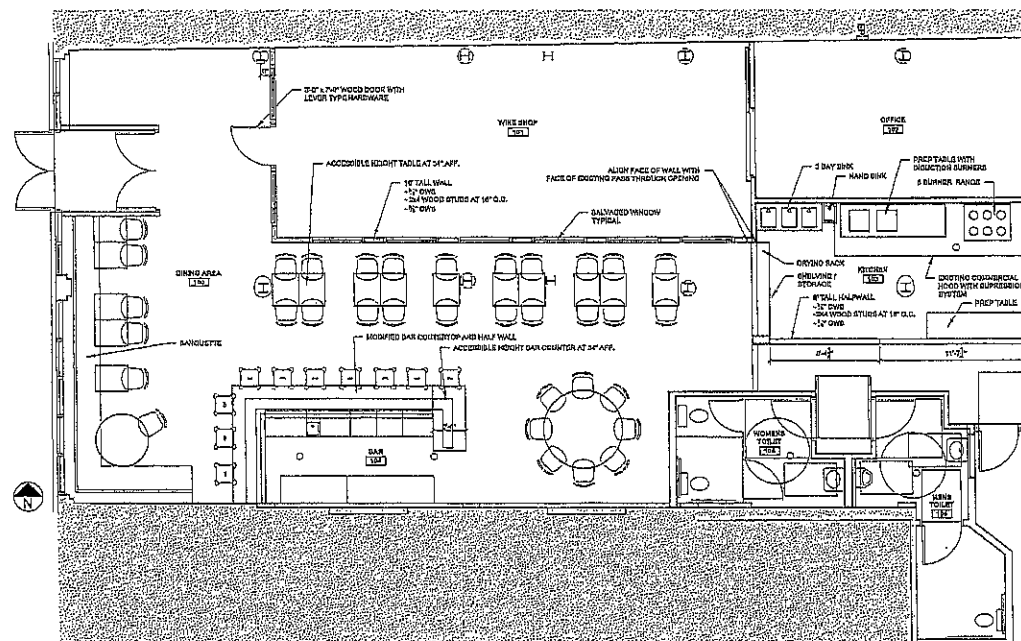
Date

9/20/2017

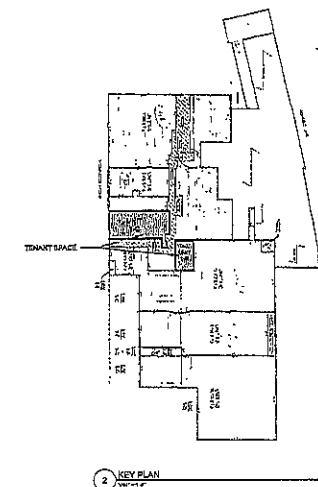
Orenda Hale
Print Name of Duly Authorized Person

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



1 FLOOR PLAN



2 KEY PL



MAINE AND LOIRE
75 WASHINGTON AVENUE
PORTLAND, MAINE



CONSULTANTE	
-------------	--

REVISIONS:

DATE: SEPTEMBER 22, 2017

PROJECT NO.	172
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DRAWN BY:	IN:
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CHESBROUGH	PL
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SCALE: AS NOTED

PHOTOGRAPH

FLOOR PLAN

FLOOR PLAN

100

1. *Journal of the American Medical Association*, 2000; 284: 2669-2674.

100

Δ10

A1-U

1

1. *Journal of the American Medical Association*, 1997; 278: 1039-1044.

Our menu will continue to support local farmers and utilize produce that is in season as well as offer meat from local farms and only wild-caught fish. A sample menu is below:

DRIFTERS WIFE

THURSDAY, SEPTEMBER 14, 2017

NIGHT MOVES BREAD

dulse butter

6

POTATO TORTILLA

aioli

7

CHICKEN LIVER MOUSSE

pickles, sourdough

13

CLAMS

white wine, garlic

14

FRISÉE

creamy garlic vinaigrette, cheddar, rye

13

GRASS-FED BURGER

pickled onions, french fries

15

LAMB

wild mushrooms, radicchio, anchoiade

29

GOD

eggplant, cherry tomatoes, basil

26

FLOURLESS CHOCOLATE CAKE

whipped cream

8

MALABI

berries

8

10/16/2017

City of Portland Mail - Re: Drifters Wife

Portland
Maine

Yes, Google's good here.

Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Drifters Wife

Kevin Cashman <kevindc@portlandmaine.gov>

Fri, Oct 13, 2017 at 12:48 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>, 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>

PD has no objections.

Kevin C

On Fri, Oct 13, 2017 at 10:58 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Drifters Wife, 59 Washington Avenue for a Class I FSE. This is the former location of Roustabout.

They will be going before council on 11/6 with an estimated opening date of late January early February.

Owner is
Maine & Loire LLC
Peter Hale
Orenda Hale

Contact is
Orenda Hale
207-805-1336
maineandloire@gmail.com

The information has been added to UI for approvals. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D392742

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-13) :

Inquiries Name(s) ORENDA HALE (1982-12-26)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D392735

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-13) :

Inquiries Name(s) PETER HALE (1979-05-13)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

October 16, 2017

Maine & Loire LLC
63 Washington Ave
Portland ME 04101

Re: Maine & Loire LLC dba Drifters Wife. Application for a Class I FSE at 59 Washington Avenue.

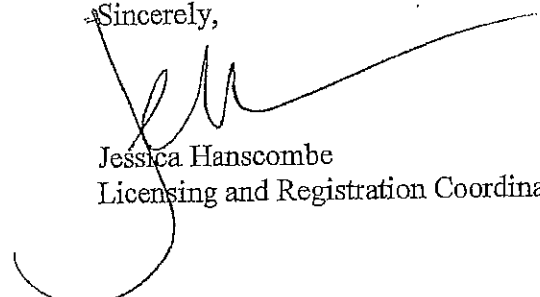
Dear Ms. Hale,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Class I FSE at 59 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 item may be postponed.

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

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., Maine & Loire LLC dba Drifters Wife. Application for a Class I FSE at 59 Washington Avenue. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 95-17/18
Feb 13 11-6-17*

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 High Roller Lobster LLC dba The High Roller Lobster Co. Application for a Class I
FSE with Outdoor Dining on Private Property at 104 Exchange Street.**

To: Mayor Ethan Strimling
RE: The Highroller Lobster Company

Mr. Mayor,

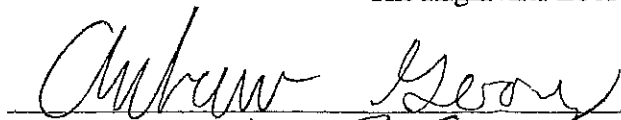
Please find attached the required documents to begin the process of obtaining the necessary licensing for our brick-and-mortar iteration of The Highroller Lobster Company, which has been delighting tourists and locals alike with our unique, local lobster dishes served on food carts since summer 2015.

We have all served the greater Portland food and drink community for many years, and this next step for all of us is one that will offer a fresh, youthful twist to the longtime Maine seafood staple.

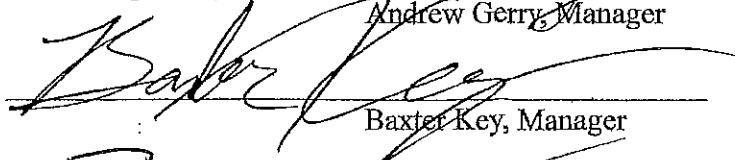
In the past few years, our fresh lobster rolls with meat from Casco Bay, bread baked in South Portland, and homemade sauces and aiolis have garnered us national acclaim. The people have spoken, and they want a permanent restaurant where they can get our food on a more regular basis. We hope you will honor this application and allow us to continue to do our part to put Maine on the map as a world-class dining and drinking destination, and allow us to help further contribute to the economy of this state that we love so much.

Sincerely,

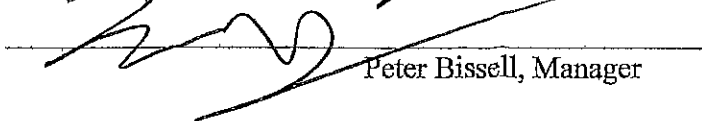
The Highroller Lobster Company



Andrew Gerry, Manager



Baxter Key, Manager



Peter Bissell, Manager

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 Highroller Lobster Co. Phone: 207-712-7553
Location Address:	104 Exchange St. Zip: 04101
If new, what was formerly at this location:	Portland Meatball Company.
Mailing Address:	104 Exchange St. Zip: 04101
Contact Person:	Baxter Key Phone: 207-712-7553
Contact Person Email:	Baxter@thehighroller.me
Manager of Establishment:	Baxter Key Date of Birth: 6/24/1991 Phone: 207-712-7553
Owner of Premises (Landlord):	Joe Palacci
Address of Premises Owner:	112 Jeanne Street Portland 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	
The High Roller Lobster Co.		104 Exchange St. Zip: 04101	
Contact Person:	Baxter Key	Phone:	207-712-7553
Principal Officers	Title	Date of Birth	Residence Address
Baxter Key		6/24/1991	74 Winter St. #3 04102
Andrew Gerry		5/6/1991	346 Ocean St. #3 04106
Peter Bissell		8/10/1983	166 Mussey St. 04106
Noah Bissell		12/27/1989	11 EVERETT ST PORTLAND ME 04101

About Your Establishment

Class of Liquor License:	Class A / Class I		
Type of food served:	Lobster Rolls, Burgers & Fries		
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor		
Projected percentage of sales:	Generated from Food: 60%	Generated from Alcohol:	40%
Hours & days of operation:	Su, M, W, Th, F, Sa 11AM - 11 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).	Both
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?	12/1/2017
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):	
The Highroller Lobster Co. (Mobile) Bissell Brothers Brewing (Portland)	☒ Y ☐ N
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, Baxter Key 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 Baxter Key Title Owner Date 10/20/2017

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
 389 Congress St. Room 307 • Portland, ME 04101 • (207) 874-8557
www.portlandmaine.gov

**Outdoor Dining Permit on Private Property
 Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
 Valid April 1-November 15

☒ Outdoor Dining on Private Property \$125.00 ☐ Legal Advertisement Deposit \$100.00

Business Information	
Business Name (d/b/a):	THE HIGHROLLER LOBSTER CO. Phone: 207-712-7553
Location Address:	104 EXCHANGE ST PORTLAND Zip: 04101
Mailing Address:	11 Zip:
Contact Person:	BAXTER KEY Phone: 207-712-7553
Contact Person Email:	info@thehighroller.me
Manager of Establishment:	BAXTER KEY Date of Birth: 6/24/91 Phone: 207-712-7553
Owner of Premises (Landlord):	JOE PALACCI
Address of Premises Owner:	112 JEANNE ST, PORTLAND ME Zip: 04101

Owner Information

Corporate Name		Corporate Mailing Address	
HIGHROLLER LOBSTER LLC	104 Exchange St Portland	Zip: 04101	
Contact Person:	BAXTER KEY	Phone: 207-712-7553	
Principal Officers	Title	Date of Birth	Residence Address
BAXTER KEY	OWNER	6/24/91	74 Winter St Portland
ANDREW GERRY	OWNER	5/06/91	346 Ocean St #3, So. Portland
PETER BISSELL	OWNER	8/10/83	166 MUSSEY ST South Portland
NOAH BISSELL	OWNER	12/27/89	11 Everett St Portland

About Your Establishment

Class of License:	A
Type of food served:	Lobster Rolls, burgers, fries
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor
Hours & days of operation:	11 AM - 11 PM 7 days a week
Number of Tables	9
Number of Chairs	25

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

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.

Signature  Title OWNER Date 10/13/17
Peter Bissett

For Administrative Use Only

Amount: _____	Request Date /	Approval	Notes: _____
Date Paid: _____	FD: _____	_____	_____
CC _____ CA _____ CK _____	Health: _____	_____	_____
	PD: _____	_____	_____
Amount: _____	PR: _____	_____	_____
Date Paid: _____	Treasury: _____	_____	_____
CC _____ CA _____ CK _____	Zoning: _____	_____	_____

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: <u>The High Roller Lobster LLC</u>		Business Name (D/B/A) <u>The Highroller Lobster Co.</u>	
APPLICANT(S) - (Sole Proprietor) DOB: _____		Physical Location: <u>104 Exchange St.</u>	
DOB: _____		City/Town <u>Portland</u>	State <u>ME</u>
Address		Zip Code <u>04101</u>	
City/Town <u>Portland</u>		State <u>ME</u>	Zip Code <u>04101</u>
Telephone Number		Business Telephone Number <u>207-712-7553</u>	
Fax Number		Fax Number	
Federal ID. # <u>47-4193862</u>		Seller Certificate #: <u>1174.732</u>	
Email Address: Please Print <u>info@thehighroller.me</u>		Website: <u>Thehighroller.me</u>	

→ If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: Nov 6 Business hours: 11AM-11PM

3. If a premise is a hotel, indicate number of rooms available for transient guests: NA

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: _____

9. Business records are located at: 104 Exchange 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
Baxter P Key	6/24/1991	Portland, ME
Andrew J Gerry	5/6/1991	Portland, ME
Peter J Bissell Noah Bissell	8/10/1983	Salem, OR
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
See addendum attached		

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: See addendum attached 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: Joe Palacci
112 Jeanne St. Portland, ME 04102

17. Describe in detail the premises to be licensed: (On Premise Diagram Required) A 50 person seated restaurant with bar area and counter service.

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

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? .1 Mi Which of the above is nearest? Parish unitarian universalist

→ 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 MAINE on 10/13/17, 2017
Town/City, State Date

Signature of Applicant or Corporate Officer(s)
Peter Bissell

Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)
Baxter Key

Print Name

APPLICATION ADDENDUM:

RESIDENCES OF THE OWNERS FOR THE PAST 5 YEARS:

ANDREW GERRY:

2012-2013: 12 Angel Ave Apt 2, South Portland ME
2013-2015: 74 Winter St Apt 3, Portland ME
2015-2017: 461 Cumberland Ave Apt 4, Portland ME
2017- 346 Ocean St. Apt 3, South Portland ME

BAXTER KEY:

2012-2013: 12 Angel Ave Apt 2, South Portland ME
2013-2017: 74 Winter St Apt 3 Portland ME

PETER BISSELL:

2012-2015: 42 High St Apt 1, Portland ME
2015- 166 Mussey St, South Portland ME

NOAH BISSELL:

2012-2013 42 High St Apt 1, Portland ME
2013- 11 Everett St, Portland ME

CRIMINAL HISTORIES:

ANDREW GERRY-

crime-Leaving the scene of an accident (no injuries)

date- May 2013

Punishment – 30 days loss of license

context – fell asleep driving in a residential area, damaged a parked car. Went to look for owner and in that time the police were called

PETER BISSELL-

crime - providing a place for minors to consume alcohol

date – November 2004

Punishment - \$400 fine

context – college dorm room party at University of Maine. I was 21, some of my friends were 20.

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to the Treasurer of Maine. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

10/13



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: The High Roller Lobster LLC
2. Doing Business As, if any: The Highroller Lobster Co.
3. Date of filing with Secretary of State: 6/1/2015 State in which you are formed: ME
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 %
Baxter Key	12 Angel Ave So. Portland, ME 10/2012 - 10/2013 74 Winter St. Portland, ME 10/2013 - 10/2017	6/24/91	owner	24.5
Andrew Gerry		5/6/91	owner	24.5
Peter Bissell	166 MURPHY ST, SOUTH PORTLAND ME 2013 - present 401 CUMBERLAND AVE PORTLAND ME 2013 - present	8/10/83	owner	50
Noah Bissell	11 EVERETT ST PORTLAND ME 2013 - present 41 HIGH ST PORTLAND ME 2012 - 2013	12/27/89	owner	1

(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 ☐

see attached addendum

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:

Baxter Key

Signature of Duly Authorized Person

10/9/2017

Date

Baxter Key

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

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

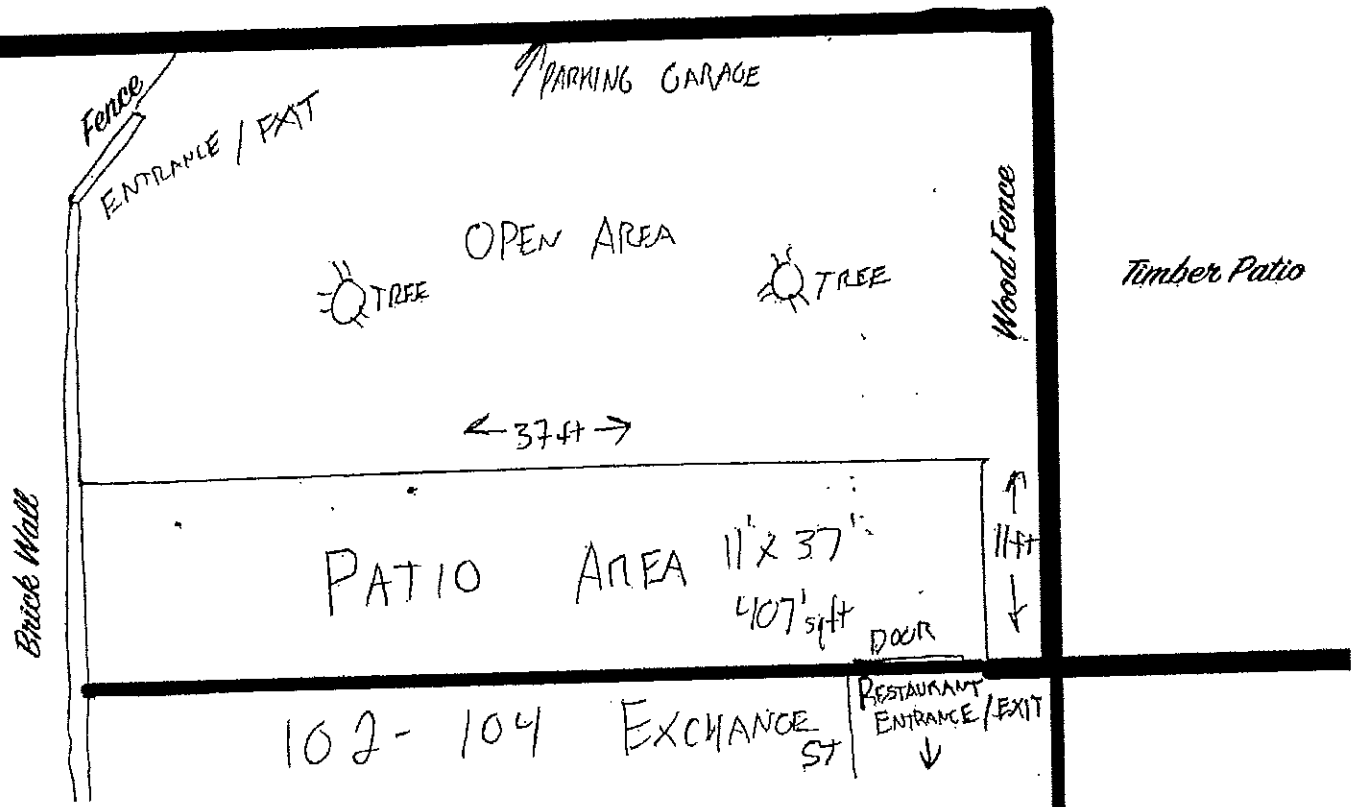
In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

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, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

See attached floor plan

10/16/2017

pattodiagram.jpg



FOOD

LOBSTER ROLL \$16

CRAB ROLL \$14

LOBSTER GRILLED CHEESE \$17

CHEESE CRISP TACO \$17

HIGHBURGER \$9

SURF & TURF \$20

FRIES \$3/5

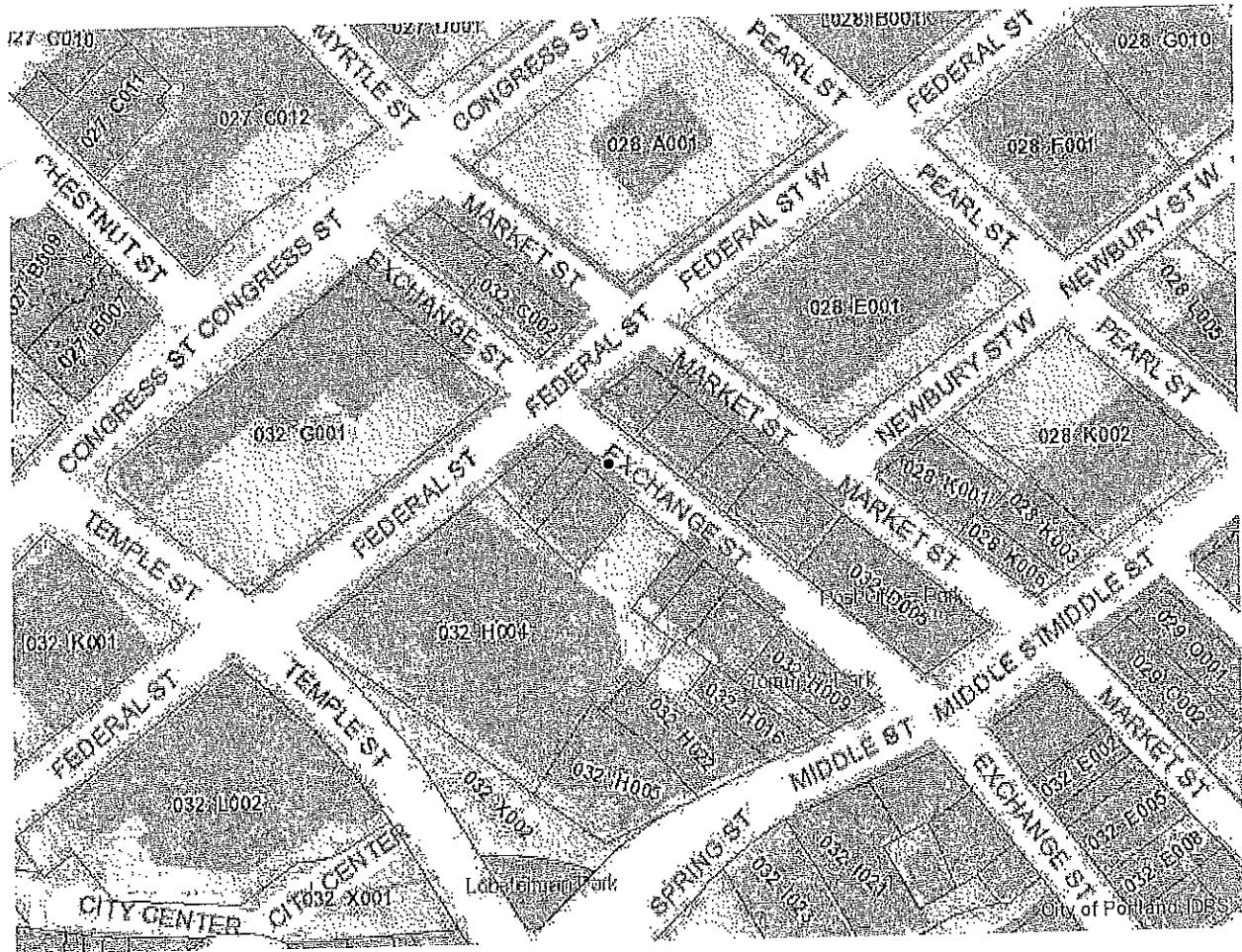
DRINK

COCA-COLA \$3

BEER \$6

WINE \$6

MIXED DRINK \$7



10/17/2017

City of Portland Mail - Re: The Highroller Lobster Co

Portland
Maine

Yes, Google's good here.

Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: The Highroller Lobster Co

Tue, Oct 17, 2017 at 11:23 AM

Kevin Cashman <kevindc@portlandmaine.gov>

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>, 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>

PD has no objections.

Kevin C.

On Tue, Oct 17, 2017 at 10:21 Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for The Highroller Lobster Co, 104 Exchange Street for a Class I FSE with Outdoor Dining on Private Property.

This will go before Council on 11/6/2017.

Owner is
The High Roller Lobster LLC
Baxter Key
Andrew Gerry
Peter Bissell
Noah Bissell

Contact is
Baxter Key
baxter@thehighroller.me
207-712-7553

The information has been added to UI for approvals. Thanks Jess

Jessica Blais Hanscombe
Licensing and Registration Coordinator
389 Congress Street Room 307
Portland, Maine 04101
207-874-8783
jhanscombe@portlandmaine.gov

Sent from Gmail Mobile



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D396074

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-17) :

Inquiries Name(s)

BAXTER KEY (1991-06-24)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D396079

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-17) :

Inquiries Name(s) ANDREW GERRY (1991-05-06)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D396084

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-17) :

Inquiries Name(s) NOAH BISSELL (1989-12-27)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D396082

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-17) :

Inquiries Name(s) PETER BISSELL (1983-08-10)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

****THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2017-10-17**

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

10/17/2017

<https://www5.informe.org/cgi-bin/online/pcr/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99D396082&i=3337878>

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (323761A).

Identification

Subject Name/or potential Alias Name(s)

BISSELL, PETER J

Subject Description (date information provided listed in parentheses)

State ID Number

ME0079747

DOC Number

Unknown/NA

Sex

Male

Race

White

Skin Tone

Unknown/NA

Height

510

Weight

155

Date of Birth

1983-08-10

Hair Color

Brown

Eye Color

Green

Scars, Marks, and Tattoos

Unknown/NA

Place of Birth

Unknown/NA

Citizenship

Unknown/NA

Residence

Residence as of
Address

2004-12-02

22 BAUMANN NELSON
ORONO, ME 04469

Caution Information

Firearms Disqualified

X - Unknown

Criminal History

Cycle 001

ATN/Tracking Number

323761A

Earliest Event Date

2004-11-13

Arrest/Charge

(Cycle 001)

10/17/2017

<https://www5.informe.org/cgi-bin/online/pcr/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99D396082&i=3337878>

Arrest/Charge Date 2004-11-13
Arresting/Charging Agency UNIVERSITY OF MAINE PD ORONO; ME0101800
Subject Name(s) BISSELL, PETER J
Arrest Type Adult
Charge 1

Charge Number 323761A 001
Charge Tracking Number 323761A
Charge Case Number 04U-09507
Agency UNIVERSITY OF MAINE PD ORONO; ME0101800
Offense Date 2004-11-13
Charge Description ALLOW MINOR TO POSSESS OR CONSUME LIQUOR (Charge Class D)
Statute 28-A MRSA SUBSECTION 2081(1)(B)(1)
State Sequence Code 9859
Severity Misdemeanor

Prosecutor Disposition No data supplied

Court Disposition (Cycle 001)
Court Case Number BANDCCR200500078
Court Agency 3RD DISTRICT COURT BANGOR; ME010025J
Charge 1

Charge Number 323761A 001
Charge Tracking Number 323761A
Agency 3RD DISTRICT COURT BANGOR; ME010025J
Offense Date 2004-11-13
Charge Description ALLOW MINOR TO POSSESS OR CONSUME LIQUOR (Charge Class D)
Statute 28-A MRSA SUBSECTION 2081(1)(B)(1)
State Sequence Code 9859
Severity Misdemeanor
Disposition 2005-01-28; GUILTY

Sentencing (Cycle 001)
Sentencing Agency 3RD DISTRICT COURT BANGOR; ME010025J
Court Case Number BANDCCR200500078
Charge Number 323761A 001
Charge Sequence Number 1
Charge Tracking Number 323761A
Sentence 2005-01-28: FINED \$400.00

Corrections No data supplied

Index of Agencies

10/17/2017

<https://www5.informe.org/cgi-bin/online/pcr/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99D396082&i=3337878>

Agency	3RD DISTRICT COURT BANGOR; ME010025J
Agency Telephone	207-561-2300
Address	78 exchange street BANGOR, ME 04401

Agency	UNIVERSITY OF MAINE PD ORONO; ME0101800
Agency Telephone	207-581-4053
Address	5794 PUBLIC SAFETY ORONO, ME 04468-0001

Portland, Maine



Yes. Life's good here.

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

October 17, 2017

The High Roller Lobster LLC
104 Exchange Street
Portland ME 04101

Re: The High Roller Lobster LLC dba The High Roller Lobster Co. Application for a Class I FSE with Outdoor Dining on Private Property at 104 Exchange Street.

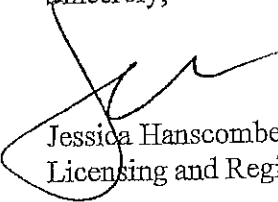
Dear Mr. Key,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Class I FSE with Outdoor Dining on Private Property at 104 Exchange Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., The High Roller Lobster LLC dba The High Roller Lobster Co. Application for a Class I FSE with Outdoor Dining on Private Property at 104 Exchange Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

*Order 94-17/18
Tab 12 11-6-17*

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:**

**Atwater Holdings, LLC dba Sagamore Hill Lounge. Application for a Class A Lounge
with Outdoor Dining on Public Property at 638 Congress Street.**

ATWATER HOLDINGS, LLC

54 Chatham Place, Newtown, PA 18940
215.317.7469 - Rdeskins3@mac.com

October 16, 2017

Honorable Mayor Ethan K. Strimling
Honorable Members, Portland City Council
389 Congress Street
Portland, ME 04101

**RE: Application for Municipal Approval Class A Lounge (Class X) and
Application for Outdoor Dining on Public Property**

Dear Mayor Strimling and Members of Council:

On behalf of Atwater Holdings, LLC, a Maine Limited Liability Company, we hereby submit the enclosed Application for Municipal approval of a Class A Lounge (Class X) Alcoholic Beverage License and the enclosed Application for Outdoor Dining on Public Property for the property located at 638 Congress Street, in Council District 2.

The enclosed applications, if approved, will permit the renovation of a portion of the existing lobby space in the Lafayette Building, a mixed-use residential and retail building and Portland landmark, to accommodate a new, high-end cocktail lounge with outdoor, seasonal, sidewalk seating. The property occupies a prominent position at the intersection of Congress and Park, and the conversion of the lobby space will create a unique environment for patrons to enjoy both the historic aspects of the building as well as the thriving commercial environment of the western end of Congress Street.

Further, the approval of the within applications will promote job growth and economic development in this location. Our business plan contemplates the hiring of 2-3 full-time employees, as well as 8-10 part-time and seasonal workers and your approval will allow the conversion of a vacant lobby space into a viable business, which will contribute to the tax base of the City.

We appreciate your consideration and look forward to many years of success in Portland.

Very truly yours,

ATWATER HOLDINGS, LLC

By: 
Ryan L. Deskins

RLD/mjs
Enclosures

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):	Sagamore Hill Lounge	Phone:	215-317-7469
Location Address:	638 Congress Street, Portland, ME	Zip:	04101
If new, what was formerly at this location:	The location is new - being created by dividing off a portion of the lobby of the Lafayette Building.		
Mailing Address:	54 Chatham Place, Newtown, PA	Zip:	18940
Contact Person:	Ryan L. Deskins	Phone:	215-317-7469
Contact Person Email:	rdeskins3@mac.com		
Manager of Establishment:	Ryan L. Deskins	Date of Birth:	11/06/1980
		Phone:	215-317-7469
Owner of Premises (Landlord):	638 Congress Street Partners, LLC		
Address of Premises Owner:	104 Grant 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	
Atwater Holdings, LLC		54 Chatham Place, Newtown, PA	
		Zip:	18940
Contact Person:	Ryan L. Deskins	Phone:	215-317-7469
Principal Officers	Title	Date of Birth	Residence Address
Ryan L. Deskins	Member	11/06/1980	54 Chatham Place, Newtown, PA 18940 (current)
Michael J. Savona	Member	12/29/1971	54 Chatham Place, Newtown, PA 18940

About Your Establishment

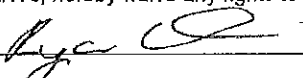
Class of Liquor License:	Class A Lounge (Class X)
Type of food served:	Limited food service as required under 18-553 Ch.102(6) of the Maine Code
Please circle all that will be served:	Beer Wine Liquor
Projected percentage of sales:	Generated from Food: 2% Generated from Alcohol: 98%
Hours & days of operation:	Seven days per week. Noon-1:00 AM.

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). Private	
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? April 1, 2018	
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, Ryan L. Deskins 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 Member Date 10/13/17

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

**Outdoor Dining Permit on Public Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
Valid April 1-November 15

☐ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$80.00 plus \$2.00 per Square feet $\$2.00 \times 595 \text{ SF} = \$1,190.00 + \$80.00 = \$1,270.00$
☐ Outdoor Dining on Public Property in a City Park \$80.00 plus \$6.00 per Square feet $\$6.00 \times \text{SF} = \text{_____}$

Business Information	
Business Name (d/b/a):	SAGAMORE HILL LOUNGE
Location Address:	638 Congress St. Portland ME Zip: 04101
Mailing Address:	54 Chatham Pl. Newtown PA Zip: 18940
Contact Person:	Ryan L. Deskins
Contact Person Email:	rdeskins3@mac.com
Manager of Establishment:	Ryan L. Deskins Date of Birth: 11/06/80
Owner of Premises (Landlord):	638 Congress Street Partners, LLC
Address of Premises Owner:	104 Grant St. Portland ME Zip: 04101

Owner Information

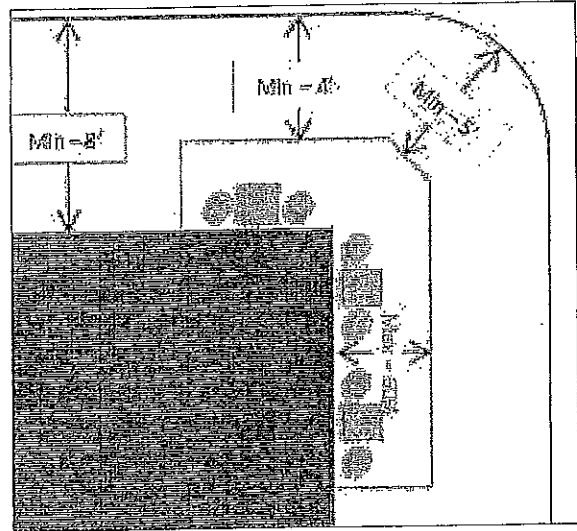
Corporate Name		Corporate Mailing Address	
Atwater Holdings, LLC		54 Chatham Pl. Newtown PA Zip: 18940	
Contact Person:	Ryan L. Deskins	Phone:	215 317 7469
Principal Officers	Title	Date of Birth	Residence Address
Ryan L. Deskins	Member	11/6/80	54 Chatham Pl. Newtown PA 18940
Michael J. Savona	Member	12/29/71	54 Chatham Pl. Newtown PA 18940

About Your Establishment

Class of License:	Class A Lounge (Class X)
Type of food served:	Limited food service required under 18-553 ch. 102 (6)
Please circle all that will be served:	(Beer) (Wine) (Liquor)
Hours & days of operation:	Seven days per week; noon - 1:00 AM. Seasonal Exterior 11:00 AM - 9:30 PM per base
Number of Tables	Exterior - 13 (seasonal) Interior - none
Number of Chairs	Exterior - 38 (seasonal) Interior - 57

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes - up to 60% of sidewalk
Sidewalk Type	Sidewalk Passage Width (Min)
Standard sidewalk	4'0"
Street corner	5'0"

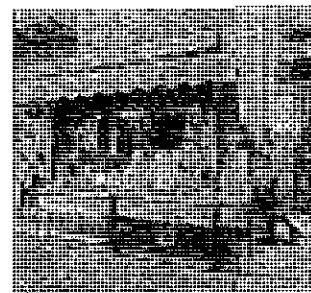
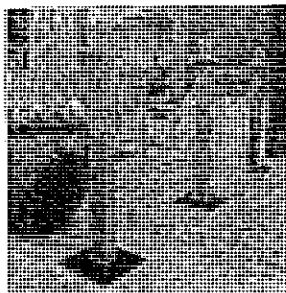
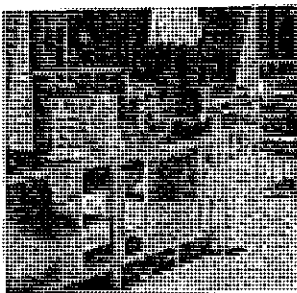


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation



Maintenance and Operations

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- 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.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and 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.

Signature *[Signature]* Title Member Date 10/13/17

For Administrative Use Only

Amount: _____		Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____	_____
CC _____ CA _____ CK _____	Health: _____	_____	_____
	PD: _____	_____	_____
Amount: _____	BI: _____	_____	_____
Date Paid: _____	Treasury: _____	_____	_____
CC _____ CA _____ CK _____	Zoning: _____	_____	_____

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: ATWATER HOLDINGS, LLC			Business Name (D/B/A) SAGAMORE HILL LOUNGE		
APPLICANT(S) --(Sole Proprietor) DOB:			Physical Location: 638 Congress St.		
DOB:			City/Town Portland	State ME	Zip Code 04101
Address 54 Chatham Pl.			Mailing Address 54 Chatham Pl		
City/Town Newtown	State PA	Zip Code 18940	City/Town Newtown	State PA	Zip Code 18940
Telephone Number 215-317-7469		Fax Number	Business Telephone Number Pending		Fax Number
Federal ID. # 82-2949210			Seller Certificate #: or Sales Tax #:		
Email Address: Please Print rdeskins3@mac.com			Website: Pending		

If business is NEW or under new ownership, indicate starting date: 9/18/17

Requested inspection date: _____ Business hours: _____

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: Ryan L. Deskins

9. Business records are located at: 638 Congress 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
Ryan L. Deskins	11/06/1980	Charlestown WV

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

Philadelphia PA
Newtown PA

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:
638 Congress Street Partners, LLC 104 Grant St. Portland ME 04101

17. Describe in detail the premises to be licensed: (On Premise Diagram Required)
approximately 1,600 sq. ft. of former lobby area in the Lafayette Building

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? _____ Which of the above is nearest? _____

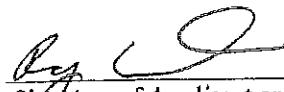
20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: SBA Loan Pending - Bangor Savings Bank

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 October 13, 2017
Town/City, State Date


Signature of Applicant or Corporate Officer(s)
Ryan Deskins
Print Name

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Print Name

NOTICE -- SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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 fees must accompany application, made payable to the Treasurer of Maine. This application must be completed and mailed to Bureau of Alcoholic Beverages and Lottery Operations, Division of Liquor Licensing and Enforcement, 8 State House Station, Augusta ME 04333-0008. Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.



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: Atwater Holdings, LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 9/18/17 State in which you are formed: ME
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 %
Ryan L. Deskins	314 Brown St. Philadelphia PA 54 Chatham Pl. Newtown PA	11/06/80	Member	90%
Michael J. Savona	314 Brown St. Philadelphia PA 54 Chatham Pl. Newtown PA	12/29/71	Member	10%

(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: _____

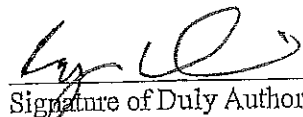
Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:


Signature of Duly Authorized Person

10/13/2017
Date

Ryan Deskins
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

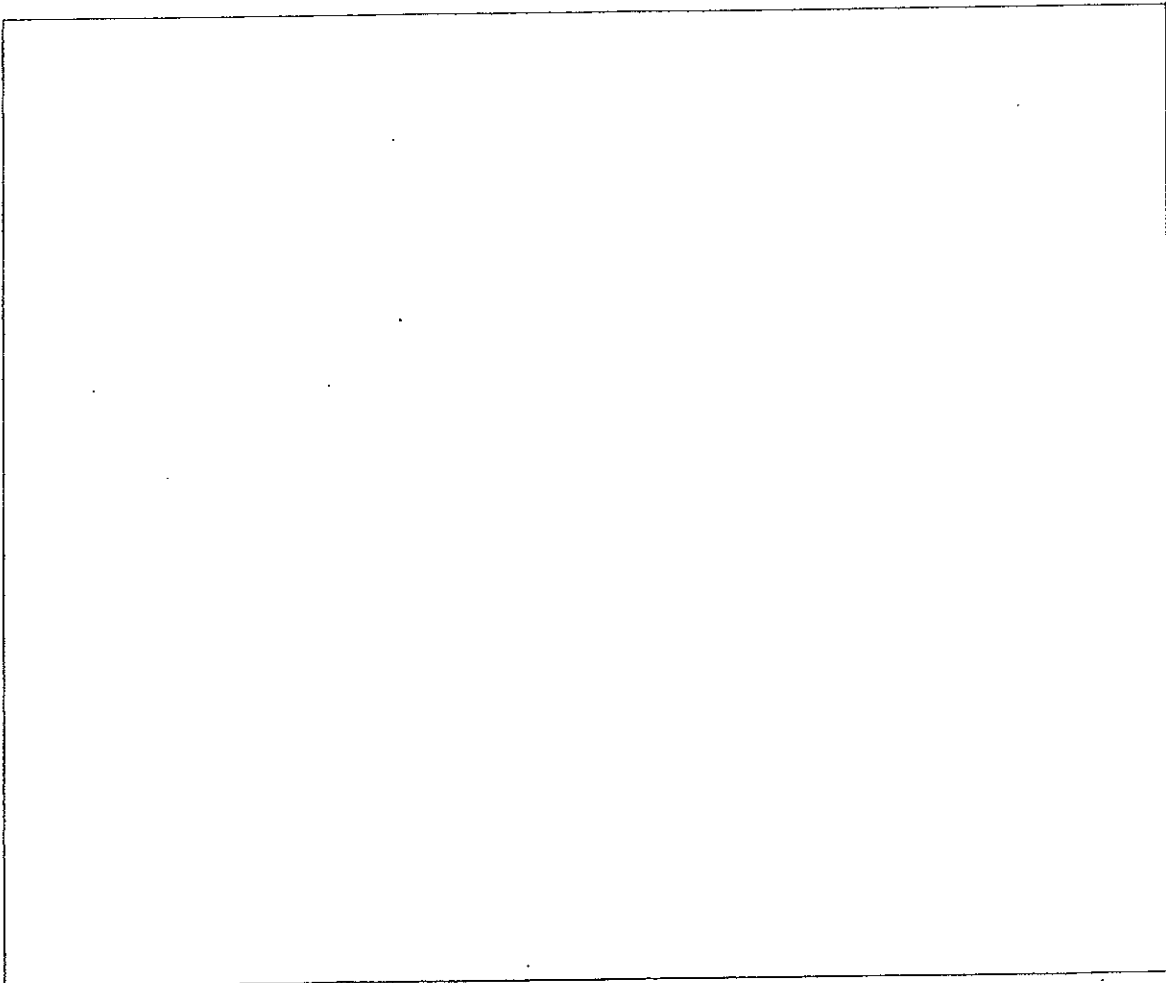
*Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing & Enforcement
8 State House Station, Augusta, ME 04333-0008
10 Water Street, Hallowell, ME 04347
Tel: (207) 624-7220 Fax: (207) 287-3434
Email Inquiries: MaineLiquor@maine.gov*

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, function rooms, decks and all areas that you are requesting approval from the Division for liquor consumption.





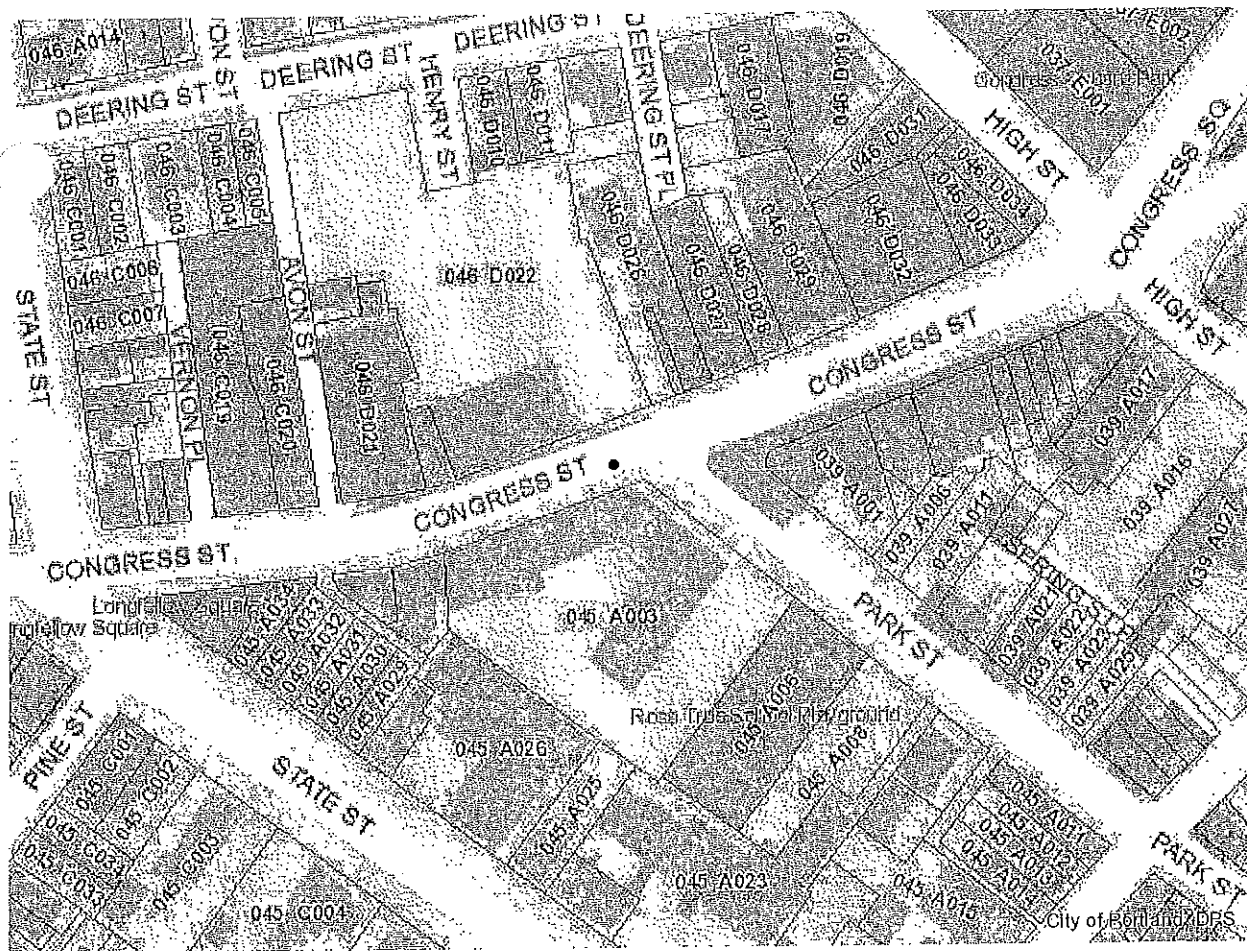
DATE:	06/13/17
DRAWN BY:	JL
REVISED:	
PHASE	SCHEMATIC DESIGN

OUTDOOR SEATING

A-1.2



2 TYPICAL FREESTANDING BARRIER



10/16/2017

City of Portland Mail - Re: Sagamore Hill Lounge

Portland
Maine

Yes, Google's good here.

Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Sagamore Hill Lounge

Kevin Cashman <kevindc@portlandmaine.gov>

Mon, Oct 16, 2017 at 4:29 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>, 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 Mon, Oct 16, 2017 at 10:31 AM, Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for Sagamore Hill Lounge, 638 Congress Street For a Class A Lounge with outdoor dining on Public Property. This will go to council on 11/6

Owner is
Atwater Holdings
Ryan Deskins
Michael Savona

Contact is
Ryan Deskins
215-317-7469
rdeskins3@mac.com

The information has been put in UI for approvals. Target opening date is 4/1. Thanks Jessica

Jessica Blais Hanscombe
Licensing and Registration Coordinator
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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D394540

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-16) :

Inquiries Name(s) MICHAEL SAVONA (1971-12-29)

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)

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99D394536

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2017-10-16) :

Inquiries Name(s) RYAN DESKINS (1980-11-06)

NO MATCH WAS FOUND FOR YOUR REQUEST.

Portland, Maine



Yes. Life's good here.

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

October 16, 2017

Atwater Holdings LLC
54 Chatham Place
Newtown PA 18940

Re: Atwater Holdings, LLC dba Sagamore Hill Lounge. Application for a Class A Lounge with Outdoor Dining on Public Property at 638 Congress Street.

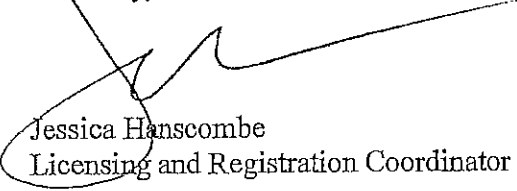
Dear Mr. Deskins,

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday November 6, 2017 at 5:30 p.m.**, for the review of an application for a Class A Lounge with Outdoor Dining on Public Property at 638 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 item may be postponed.

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

Sincerely,


Jessica Hanscombe
Licensing and Registration Coordinator

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 6th at 5:30 P.M., in City Council Chambers, 389 Congress St., Atwater Holdings, LLC dba Sagamore Hill Lounge. Application for a Class A Lounge with Outdoor Dining on Public Property at 638 Congress Street. Sponsored by Michael Russell, Director of Permitting and Inspections.

Com 6-17/18
Tab 14 11-6-17

MEMORANDUM
City Council Agenda Item

TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Christine Grimando, Senior Planner, Planning and Urban Development

DATE: October 27, 2017

SUBJECT: Communication Item – Comprehensive Plan Consistency Determination

SPONSOR: Jeff Levine, Director, Planning and Urban Development

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading___ **Final Action**___ November 6, 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)

Christine Grimando will be available if there are any questions.

I. ONE SENTENCE SUMMARY

Portland's Plan 2030, the City's newly adopted Comprehensive Plan, has been found consistent with Maine's Growth Management Act by the Department of Agriculture, Conservation & Forestry (DACF).

II. AGENDA DESCRIPTION

Portland's Plan 2030, adopted by the City Council adoption on June 5, 2017, was subsequently forwarded to the State's DACF, Bureau of Resource Information & Land Use Planning, for review. On August 8th, DACF found it complete and consistent with Maine's Growth Management Act. Following the State's determination, the Plan received a final proofread, incorporated technical clarifications based on State review comments, and an index was created, as discussed at Council's June 5th public hearing.

III. BACKGROUND

The new Comprehensive Plan was developed over a nearly two-year period, under the oversight of the Planning Board, in consultation and support of the City Council, and with robust public involvement. A long-range planning document required under Maine's Growth Management Act, it serves to guide decision making in Portland for the next 12 years. On June 5, 2017, the Council unanimously adopted Portland's new Comprehensive Plan.

Following adoption, it was forwarded to the DACF for review, and on August 8th found it to be complete and consistent with the State's Growth Management Act. The determination included comments from other State agencies that included suggestions for technical clarifications in the Natural & Water Resources appendix (presented as entirely optional technical clarifications that

do not substantively alter the plan or influence any policy position). Staff incorporated these technical clarifications to the Natural & Water Resources appendix on pages 112/116/124, 126-127. The plan was subsequently given an exhaustive proofread. Lastly, at the suggestion of the Council, an index has been prepared for inclusion in the document, so as to allow for greater ease of tracking subjects that appear through the document. Printed and bound versions of the Plan were deferred until these final steps were completed; bound hard copies will be distributed to the Council in the coming weeks.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The intent of the communication is to keep the Council apprised of the progress of the Comprehensive Plan.

V. FINANCIAL IMPACT

There is no financial impact from the changes.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

VII. RECOMMENDATION

No action required.

VIII. LIST ATTACHMENTS

1. August 8, 2017 letter from Phil Carey, Senior Planner, Municipal Planning Assistance Program
2. Link to *Portland's Plan 2030*: <https://view.publitas.com/p222-12026/portlands-plan-2030/>

Prepared by: Christine Grimando, Senior Planner

Date: October 27, 2017



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
BUREAU OF RESOURCE INFORMATION & LAND USE PLANNING
93 STATE HOUSE STATION
AUGUSTA, MAINE 04333

WALTER E. WHITCOMB
COMMISSIONER

Mayor Ethan K. Strimling
Ms. Elizabeth Boepple, Planning Board Chairperson
City of Portland
389 Congress Street
Portland, ME 04102

August 8, 2017

Dear Mayor Strimling and Ms. Boepple;

The Department of Agriculture, Conservation & Forestry thanks the City of Portland for submitting its comprehensive plan, *Portland's Plan 2030*, for review for consistency with Maine's Growth Management Act.

Upon accepting your plan for review, we solicited comments from Portland's regional planning agency, neighboring municipalities, and relevant state agencies. We subsequently received comments from the Town of Falmouth, and the Maine Departments of Inland Fisheries & Wildlife (DIFW), Environmental Protection (DEP), Agriculture Conservation & Forestry (DACF) and Transportation (DOT). Those comments are attached to this letter.

We have now concluded our review and are very pleased to inform you that we find *Portland's Plan 2030*, adopted June 5, 2017, to be **complete** and to be **consistent** with the Growth Management Act. Thanks to the hard work of the Planning Board, the Project Team and its consultants, other City staff, and the many organizations and citizens who participated in the planning process, this thoughtful and visually dynamic plan will provide important guidance to the City's decision-makers for years to come.

Our decision is in no way conditional, but we urge the City to consider amending the plan to reflect suggestions found in the attached state agency comments. This Finding of Consistency hereby extends to amendments made pursuant to those suggestions, so such amendments will not alter the plan's "consistent" status or require further review by our Department.

Please accept our warm congratulations. If you have any questions, or if I can be of any assistance to the City, please don't hesitate to contact me.

Sincere Best Wishes,

Phil Carey
Senior Planner
Municipal Planning Assistance Program

cc (via email):
Christine Grimundo, Senior Planner, City of Portland
Jeff Levine, Director, Planning & Urban Development, City of Portland
Stephanie Carver, Greater Portland Council of Governments

MUNICIPAL PLANNING ASSISTANCE PROGRAM
22 STATE HOUSE STATION
18 ELKINS LANE, HARLOW BUILDING
AUGUSTA, ME 04333



PHONE: (207) 287-3860
WWW.MAINE.GOV/DACF/MUNICIPALPLANNING



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE FOREST SERVICE
22 STATE HOUSE STATION
AUGUSTA, MAINE 04333

WALTER E. WHITCOMB
COMMISSIONER

July 26, 2017

Phil Carey
Land Use Planning
22 State House Station
Augusta, ME 04333-0022

RE: Maine Forest Service, Maine Natural Areas Program review of the City of Portland Comprehensive Plan

Dear Phil:

The Maine Forest Service (MFS) and Maine Natural Areas Program (MNAP) have reviewed the City of Portland draft comprehensive plan. Kudos to Portland for submitting a plan that is well-organized, well-referenced, and generally easy to read. We believe that Portland has largely addressed agriculture, conservation, and forestry comprehensive planning objectives; however, we note some missing information and inaccuracies below that Portland's planners should consider.

Current Maine Tree Growth current use taxation data:

Town Name	Total Acres	Number of Landowners	Number of Parcels	Date Recd
PORTLAND	88.00	2.00	3.00	8/9/2016

The plan briefly references Tree Growth on page 135, but it is tucked into the Agriculture, Conservation, and Forestry data under the heading of City Owned Woodlots, therefore it is easy to miss and slightly confusing as to whether it is public or private ownership.

The plan refers to using Best Management Practices as well as timber harvesting regulations in the shoreland zone. Portland has opted to maintain local regulations, and therefore management of those regulations (Option Refer to the MFS website for a copy of the State rule:

http://www.maine.gov/dacf/mfs/policy_management/water_resources/sws/sws.html

A guide for best management practices for timber harvesting to protect Maine's water quality can be found here:

http://www.maine.gov/dacf/mfs/publications/handbooks_guides/bmp_manual.html

DOUG DENICO, DIRECTOR
MAINE FOREST SERVICE
18 ELKINS LANE, HARLOW BUILDING



PHONE: (207) 287-2791 OR 800-367-0223
FAX: (207) 287-8422
www.maineforestservice.gov

Timber harvest data was only minimally referred to.

Summary of Timber Harvest Information for the town of:

Portland

YEAR	Selection harvest, acres	Shelterwood harvest, acres	Clearcut harvest, acres	Total Harvest, acres	Change of land use, acres	Number of active Notifications
1991-1995	70	0	8	78	0	6
1996-2000	10	0	47	57	57	3
2001-2005	0	0	0	0	20	9
2006-2010	115	0	0	115	0	10
2011-2015	469	0	0	454	28	10
Total	664	0	55	704	105	38
Average	133	0	11	141	21	8

Data compiled from Confidential Year End Landowner Reports to Maine Forest Service.

Department of Agriculture, Conservation and Forestry - Maine Forest Service
We help you make informed decisions about Maine's forests

*** To protect confidential landowner information, data is reported only where three or more landowner reports reported harvesting in the town.**

The plan covers the topic of city urban forests well. Where specific recommendations and strategies are suggested- such as increasing canopy cover by 15%; we recommend quantifying that to some degree by identifying the number of trees planted in a specific time frame. Such campaigns have been successful in other cities throughout the nation.

MNAP Comments:

Page 112 of the plan, at the bottom of the page, where it talks about Fore River Marsh. The Maine Natural Areas Program has mapped a rare wetland type here, Tidal Marsh Estuary Ecosystem, and this should be included in the discussion. Splitting out the two species of cordgrass by their common names is confusing, and the salt marsh does not include the entirety of the Fore River Sanctuary. We recommend the following edits (strikeouts in red, additional text in green):

The Fore River serves as the inner portion of Portland Harbor, running from the Stroudwater River into Casco Bay. While the Fore River has an important water transportation function, it is also a highly productive estuary with associated tidal marshes. West of Thompson's Point, there is an ~~extensive area of salt marsh cord grass and salt marsh hay, including~~ area mapped as a rare wetland type, a Tidal Marsh Estuary Ecosystem, and this includes portions of the Fore River Sanctuary, which contributes to the productivity of the estuary and multiple ecosystem services. In 2000 and 2001, the Resource Protection Zone for the Fore River Estuary was enlarged to incorporate and protect over 112 acres of additional land held by the Maine Audubon Society, Portland Trails, the City of Portland, and Union Water and Power Company.

Page 116, the section about floodplains. The introductory sentence to this is incorrect and should be modified. The term "100-year flood" is misleading. It is not the flood that will occur once every 100 years. Rather, it is the flood that has a 1-percent chance of being equaled or exceeded each year. Thus, the 100-year flood could occur more than once in a relatively short period of time or even within the same month. Because this term is misleading, FEMA has also defined it as the "1-percent-annual-chance flood." The "1-percent-annual-chance flood" is the term that is now used by most federal and state agencies and by the National Flood Insurance Program. FMI, <https://www.fema.gov/national-flood-insurance-program/definitions#F> and

<https://www.fema.gov/insurance-professionals-lenders-frequently-asked-questions>. We recommend the following edits, beginning right after the header "Floodplains":

A floodplain is any land area susceptible to being inundated by floodwaters from any source ~~is defined as a region periodically inundated with floodwaters during the largest flood event that can be expected within a span of 100 years. Flooding during this type of storm~~ Major floods swells the banks of these waterways as well as the lower elevation of surrounding areas. Floodplain areas help store excess water during major floods so that other areas are not inundated with water.

The Federal Emergency Management Agency (FEMA) develops flood zone maps for Portland. The 1% annual chance flood zone (formerly known as the 100 year flood zone) is the area where there is a 1% annual risk of being flooded to the line drawn on the FEMA map, meaning there is a 1% chance there will be a flood to that line, in any given year, each and every year. In 2013, FEMA released new flood zone maps for York and Cumberland Counties. The 2013 flood zone maps were a revision of the preliminary maps that were released in 2009 but not adopted due to concerns about their accuracy. The new maps expand flood zones farther inland to account for the effects from sea level rise and more frequent and intense storms, and also include special hazard zones. Although the updated flood maps are available as a preliminary product, the updated flood maps for Cumberland County have not been officially adopted by FEMA as the effective flood maps.

Page 127, Beginning with Habitat and the paragraph about Maine Natural Areas Program. We suggest using the material from the Beginning with Habitat website in the introductory paragraph. In addition, the paragraph about Maine Natural Areas Program primarily talks about animal species. Animals and their habitats are the purview of the Maine Department of Inland Fisheries and Wildlife (MDIFW). MDIFW will address content in this paragraph, but note that what is currently there runs on a bit. Note that wild leeks and spotted turtles are vulnerable to collection, and it would be prudent to not mention their locations in the text of the plan. There are a couple of rare animal species missed in the plan as written, and MDIFW can speak to that; they are included in the edit below just for continuity. It makes sense to strike the headers for Maine Natural Areas Program and MDIFW and just discuss the pertinent natural resource features here. We recommend the following edits:

Beginning with Habitat (BwH) Inventory

~~In 2001, a cooperative effort of environmental organizations and government agencies introduced a program call "Beginning with Habitat, An Approach to Conserving Open Space." Today, BwH still provides periodically updated maps and data identifying valued habitats and rare species locations to municipalities.~~ The availability of high quality habitat for plants, animals, and fish is essential to maintaining abundant and diverse populations for ecological, economic, and recreational purposes. Portland has a significant amount of land that offers quality habitat for a variety of species. Beginning with Habitat (BwH), a collaborative program of federal, state and local agencies and non-governmental organizations, is a habitat-based approach to conserving wildlife and plant habitat on a landscape scale. The goal of the program is to maintain sufficient habitat to support all native plant and animal species currently breeding in Maine. BwH compiles habitat information from multiple sources, integrates it into one package, and makes it accessible to towns, land trusts, conservation organizations and others to use proactively.

Maine Natural Areas Program

~~According to the Maine Natural Areas Program (MNAP), Portland does have two plant species of special concern: hollow Joe-pye weed and wild leek. There are also two endangered animal species found in Portland: The New England cottontail and the peregrine falcon, as well as one threatened species: the spotted turtle, which can be found along Portland's northern boundary with Falmouth in the vicinity of the Presumpscot River. The Tidal Marsh Estuary Ecosystem at Fore River Marsh includes a population of American sea-blight (Threatened). Two Special Concern plant species are also found in Portland: wild leek and hollow Joe-pye weed. Portland is home to many rare animal species as well, including New England cottontail (Endangered), peregrine falcon (Endangered), spotted turtle (Threatened), saltmarsh sparrow (Special Concern), and black-crowned night-heron (Endangered).~~ Any landowner proposing development near endangered or threatened animal species

habitat must first consult with a biologist from the Maine Department of Inland Fisheries and Wildlife to ensure the development will not impact the species.

~~MDIFW Mapped Habitats and Confirmed Species Locations~~
(continue with discussion of significant wildlife habitats)

The **two maps on pages 128 and 129**. These are flat-out confusing and we strongly recommend using the Beginning with Habitat maps.

The first map, titled High Value Wildlife Habitats, the legend item Rare and Endangered Species Habitat is a confusing term. Is this a natural community? Are these mapped rare animal populations? You might get around that by re-naming that item "Rare and Endangered Animals". Also, you're missing the night-heron out at Ram Island, which is off of the map as shown.

The second map, titled High Value Plant and Natural Resource Areas, is also very confusing. Are animals and their habitats not high value natural resources? USFWS defined these high value habitats, but they're not mentioned here? What is a land bank holding? And what is the MNAP score?? MNAP does not 'score' species or habitats, so this is very misleading. **Please strike this portion of the map about MNAP score!** Listing the source for this map as MDIFW is also confusing and potentially misleading. MDIFW has purview over animals and their habitats, and it seems that the data the town is trying to convey on this map is plant-based. The high value habitats seem to be the USFWS Priority Trust Species top 25% habitats.

You can avoid all of this confusion by simply presenting the Beginning with Habitat maps and we strongly recommend that you do so.

Reviewing agency and review coordinator contact information:

Department of Agriculture, Conservation and Forestry - Maine Forest Service
Jan Santerre
22 State House Station
Augusta, ME 04333-0022
207-287-4987
jan.santerre@maine.gov

Department of Agriculture, Conservation and Forestry - Maine Natural Areas Program
Lisa St. Hilaire
22 State House Station
Augusta, ME 04333-0022
207-287-8044
lisa.st.hilaire@maine.gov

If you have any questions regarding these comments, please contact one of the review coordinators directly.
Thank you for your consideration of our comments.



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL MERCER
COMMISSIONER

To: Phil Carey, Municipal Planning Assistance Program, Department of Agriculture, Conservation and Forestry

From: Kristin Feindel, Watershed Management Unit, Division of Environmental Assessment, Department of Environmental Protection

Re: Portland Comprehensive Plan Review

Date: July 25, 2017

I have reviewed Portland's Comprehensive Plan in regards to freshwater surface waters. Overall the plan is very well done and describes the status of surface water resources and the various threats and policies well.

Appropriate use of data provided by the DEP Division of Environmental Assessment

- The Comprehensive Plan includes stream and marine water identification and description. This information is used appropriately.
- On page 124 of the Appendix, it states that the nuisance algae blooms in Back Cove (and Mill Cove, in South Portland?) are caused by drought conditions, excessive heat, and excess fertilizer from cultivated lands and lawns washing into Casco Bay. Given the watershed of Back Cove, the source of the excess nutrients is more likely urban stormwater runoff (including road runoff, pet waste, yard waste, and lawn fertilizer) and CSO overflows.
- Though only a small portion of the Long Creek watershed is in Portland, a brief description of the Long Creek Watershed Management District and permit, and how it interacts with the City and Portland landowners, should be included.

How the plan's policies and implementation strategies promote the State goals relating to DEP's principal objectives and directives

- The Comprehensive Plan's policies and implementation strategies appear to promote the State goals relating to DEP's principal objectives and directives.
- Including which specific urban stream watershed management plans the City plans to implement (including a timeline and funding strategy) would strengthen this implementation strategy.

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143

Consistency of plan with DEP's programs and policies; Measures DEP recommends the town take to ensure its plan addresses and identifies deficiencies and inconsistencies

- The Town's Comprehensive Plan is consistent with the DEP Division of Environmental Assessment programs.

Please feel free to contact me directly at 215-3461 or kristin.b.feindel@maine.gov if you have additional questions or would like more information.



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

Date: July 25, 2017
To: Phil Carey
From: Hugh Coxe
Re: City of Portland Comprehensive Planning Review

On behalf of the Maine Department of Transportation, I have reviewed the Portland Comprehensive Plan ("Portland's Plan") and provide the following comments.

We find Portland's Plan meets the overall intent of the Comprehensive Planning and Land Use Act with regard to transportation. The transportation portions of plan are thorough in scope, the analysis and recommendations are well supported by data and public input, and the structure and format of the plan is clear and concise.

The City is showing a good-faith effort to better manage and coordinate land use and the state highway system so as to preserve its capacity and safety, and they have outlined specific actions and timelines that will further maintain the highway system, bicycle-pedestrian and other transportation modes.

MaineDOT is committed to working with Maine communities such as Portland. The Statewide Planning Office will continue to expand our outreach to work more closely with Maine communities, and will continue to be in contact with the City of Portland to discuss MaineDOT programs and any transportation questions or concerns they may have.

The comments submitted below are based on the Maine Department of Agriculture Conservation & Forestry's instructions for agency commenters.

Please feel free to contact me should you have any questions regarding this information.

- **Appropriate use of data provided by MaineDOT**

The data included in the plan appears to be current and used appropriately.

- **Relation of plan's policies and implementation strategies to MaineDOT principal objectives and directives**

Portland's Plan includes 5 transportation goals, and 44 transportation strategies, that, if successfully implemented, will effectively promote the State Goals relating to MaineDOT's principal objectives and directives.

- **Consistency of plan with MaineDOT programs and policies**

Portland's Plan is consistent with MaineDOT program goals. We do however recommend that the town continue to work with MaineDOT as it seeks to implement transportation related items in the plan.

Our review finds that Portland's Plan, and specifically the Transportation chapter or related plans referenced in the Transportation chapter, address the analyses, conditions and trends, policies, and strategies as follows in the checklist below:

Transportation	✓
Analyses	
What are the transportation system concerns in the community and region? What, if any, plans exist to address these concerns?	✓
Are conflicts caused by multiple road uses, such as a major state or U.S. route that passes through the community or its downtown and serves as a local service road as well?	✓
To what extent do sidewalks connect residential areas with schools, neighborhood shopping areas, and other daily destinations?	✓
How are walking and bicycling integrated into the community's transportation network (including access to schools, parks, and other community destinations)?	✓
How do state and regional transportation plans relate to your community?	✓
What is the community's current and approximate future budget for road maintenance and improvement?	✓
Are there parking issues in the community? If so what are they?	✓
If there are parking standards, do they discourage development in village or downtown areas?	✓
Do available transit services meet the current and foreseeable needs of community residents? If transit services are not adequate, how will the community address the needs?	✓
If the community hosts a transportation terminal, such as an airport, passenger rail station, or ferry terminal, how does it connect to other transportation modes (e.g. automobile, pedestrian, bicycle, transit)?	✓
If the community hosts or abuts any public airports, what coordination has been undertaken to ensure that required airspace is protected now and in the future? How does the community coordinate with the owner(s) of private airports?	✓
If you are a coastal community are land-side or water-side transportation facilities needed? How will the community address these needs?	✓
Does the community have local access management or traffic permitting measures in place?	✓
Do the local road design standards support the community's desired land use pattern?	✓

Do the local road design standards support bicycle and pedestrian transportation?	✓
Do planned or recently built subdivision roads (residential or commercial) simply dead-end or do they allow for expansion to adjacent land and encourage the creation of a network of local streets? Where dead-ends are unavoidable, are mechanisms in place to encourage shorter dead-ends resulting in compact and efficient subdivision designs?	✓
Condition and Trends	
The community's Comprehensive Planning Transportation Data Set prepared and provided to the community by the Department of Transportation, and the Office, or their designees.	✓
Location and overall condition of roads, bridges, sidewalks, and bicycle facilities, including any identified deficiencies or concerns.	✓
Identify potential on and off-road connections that would provide bicycle and pedestrian connections to neighborhoods, schools, waterfronts and other activity centers.	✓
Identify major traffic (including pedestrian) generators, such as schools, large businesses, public gathering areas/activities, etc. and related hours of their operations.	✓
Identify policies and standards for the design, construction and maintenance of public and private roads.	✓
List and locate municipal parking areas including capacity, and usage.	✓
Identify airports within or adjacent to the community and describe applicable airport zoning and airspace protection ordinances your community has in place.	✓
Identify bus or van services.	✓
Identify existing and proposed marine and rail terminals within your community including potential expansions.	✓
If coastal communities identify public ferry service and private boat transportation support facilities (may be covered under Marine Resources with cross reference) including related water-side (docks/piers/wharves) and land-side (parking) facilities.	✓
Policies	
To prioritize community and regional needs associated with safe, efficient, and optimal use of transportation systems.	✓
To safely and efficiently preserve or improve the transportation system.	✓
To promote public health, protect natural and cultural resources, and enhance livability by managing land use in ways that maximize the efficiency of the transportation system and minimize increases in vehicle miles traveled.	✓
To meet the diverse transportation needs of residents (including children, the elderly and disabled) and through travelers by providing a safe, efficient, and adequate transportation network for all types of users (motor vehicles, pedestrians, bicyclists).	✓

To promote fiscal prudence by maximizing the efficiency of the state or state-aid highway network.	✓
Strategies	
Develop or continue to update a prioritized improvement, maintenance, and repair plan for the community's transportation network.	✓
Initiate or actively participate in regional and state transportation efforts.	✓
Maintain, enact or amend local ordinances as appropriate to address or avoid conflicts with: a. Policy objectives of the Sensible Transportation Policy Act (23 M.R.S.A. §73); b. State access management regulations pursuant to 23 M.R.S.A. §704; and c. State traffic permitting regulations for large developments pursuant to 23 M.R.S.A. §704-A.	✓
Maintain, enact or amend ordinance standards for subdivisions and for public and private roads as appropriate to foster transportation-efficient growth patterns and provide for future street and transit connections.	✓

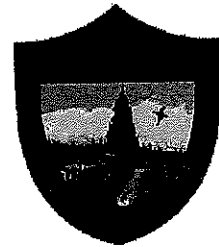


Maine Department of Inland

Fisheries and Wildlife

284 State Street
Augusta, Maine 04333-0041
Telephone: 207-287-5260
Fax: 207-287-6395

Email:
amanda.f.shearin@maine.gov



Paul LePage, Governor

Chandler Woodcock,
Commissioner

Date: July 25, 2017
To: Phil Carey
From: Amanda Shearin
Re: City of Portland Comprehensive Plan Review

On behalf of the Maine Department of Inland Fisheries and Wildlife (MDIFW), we have reviewed the City of Portland's Draft Comprehensive Plan ('the Plan') and provide the following comments.

As you are aware, MDIFW's mission is focused on the protection and enhancement of the State's freshwater fisheries and wildlife. MDIFW provides non-regulatory objective and comprehensive habitat information to equip local decision-makers with the necessary tools to make informed and responsible land use decisions that mesh wildlife habitat conservation with future growth needs. The comments submitted below are based on the Department of Agriculture, Conservation, and Forestry instructions for agency commenters.

Please feel free to contact me (amanda.f.shearin@maine.gov or 207-287-5260) should you have any questions regarding this information.

Appropriate use of data provided by MDIFW

MDIFW data were appropriately used in the Portland Comprehensive Plan; however, please see additional comments provided by the Maine Natural Areas Program regarding fish and wildlife habitats and data that should be included in Portland's Plan. MDIFW provides data depicting high value plant and wildlife habitats and critical natural resources to all Maine municipalities. Data are regularly updated, and we encourage Portland to request information often from MDIFW in the future to ensure that land use decisions are based on the best available information.

The latest fish and wildlife habitat information also can be viewed at:

<http://webapps2.cgis-solutions.com/beginningwithhabitat/>

Relation of Plan's policies and implementation strategies to MDIFW principal objectives and directives

In general, Portland proposes an acceptable program for natural resource conservation within their community. The policies and implementation strategies proposed are consistent with MDIFW objectives and directives.

Consistency of Plan with MDIFW programs and policies

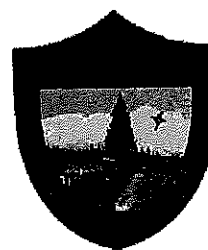
We feel the proposed policies, strategies, and Future Land Use Plan are generally consistent with MDIFW programs and policies.

Attached are specific comments regarding fishery resources in Portland.



Maine Department of Inland
Fisheries and Wildlife
358 Shaker Road
Gray, Maine 04039

Telephone: 207-657-2345 ext.113
Fax: 207-657-2980
Email: brian.lewis@maine.gov



Paul LePage, Governor

Chandler Woodcock,
Commissioner

July 6, 2017

TO: John MacLaine - MDIFW

FROM: Brian Lewis – MDIFW Fisheries

SUBJ: Portland Comprehensive Plan – MDIFW Fisheries Review

To whom it may concern,

The Fisheries Division of MDIFW has completed its review of Portland's comprehensive town growth plan and we offer the following comments. The comments provided below identify key issues of importance with regard to ensuring consistency with MDIFW fisheries management programs.

I. Protection and Enhancement of Fisheries and Fisheries Habitat

The plan appears to adequately address some fishery and fishery habitat protection issues; however, some additional focus is needed in a few areas. Although not all the streams in Portland have been inventoried by MDIFW, many support fish populations. Additional protection should be considered to protect these natural resources when reviewing proposed "development" projects. Fish habitat is vulnerable to a host of land-based activities, which often leads to a loss of riparian habitat. We typically request 100 foot undisturbed buffers along both sides of any stream or stream-associated wetlands. Buffers should be measured from the upland wetland edge of stream-associated wetlands, and if the natural vegetation has been previously altered then restoration may be warranted¹. Protection of riparian areas diminishes erosion/sedimentation problems; reduces thermal impacts; maintains water quality; and supplies leaf litter/woody debris (energy & habitat) for the system. Protection of these important riparian functions insures that the overall health of the stream habitat is maintained. In addition, smaller headwater and lower order streams are often effected the greatest by development and these systems benefit the most from adequately sized, vegetated buffers.

Based on MDIFW surveys around the region, many Town road maintenance and construction projects also often inadvertently impede passage at stream crossings. The plan should identify the need for and adopt stream-crossing practices (i.e., culvert installation/maintenance), which do not impede fish passage as required by the Natural Resources Protection Act². Refer to guidelines attached to this document. In addition, the Army Corp of Engineers has adopted regulations regarding stream crossings that potentially affect municipal road maintenance programs. Fish passage information from recent surveys could be applied to future work plans involving culvert/bridge replacement conducted by the town as a way of signaling potential

passage issues associated with these projects. Fish passage survey results for Portland can be found at the following site. <https://webapps2.cgis-solutions.com/MaineStreamViewer/>

II. Public Access:

There is a public need to provide safe angler access to all Town waters that support recreational and commercial fisheries, as well as, other recreational uses. The Town plan should adopt language that reflects State and MDIFW goals^{3,4,5}, and access development needs to be consistent with those goals. For example, public access to public waters must never be limited to Town residents only, as such action would jeopardize existing MDIFW stocking and management programs⁶, and is inconsistent with MDIFW and State public access goals. Based on the review, no specific problems were identified with Portland's plan in this content area.

Open space is being used more and more by Towns to provide recreational opportunities and access. This is a good idea, particularly when public resources (i.e. lakes, rivers, and streams) are located within or adjacent to the designated open space areas. However, the Town should be sure that such areas are open to all Maine citizens and not just residents of the development.

In adopting measures to address land use and development issues, it is imperative that language and measures not be adopted, which could preclude efforts by the Town, MDIFW, or other State agencies from developing public access to public waters of the State, which would be inconsistent with State and MDIFW goals^{3,4,5}. For example, in discussing allowable uses/structures within the various use districts, including protection/conservation districts, it is important no restrictions be imposed that would prevent reasonable attainment of Town and MDIFW public access goals. Also, land use zoning ordinances and practices designed to protect water quality should not be so strict so as to impede the development of public access opportunities. These measures could severely limit or eliminate good access prospects on heavily developed lakes and ponds. An "exemption" for public access projects should be adopted for projects, which are consistent with Town, State, and MDIFW public access goals. This measure will ensure consistency while foregoing the need to undertake a very detailed and comprehensive review of all plan provisions, including their implications.

Please call me if I can be of any further assistance (657-2345, ext. 113).

Sincerely,

Brian Lewis
Fishery Biologist, MDIFW

Attachments: References/Supportive Documentation, Stream Crossing Guidelines

References/Supportive Documentation

¹ **MAINE DEPARTMENT OF INLAND FISHERIES AND WILDLIFE, FISHERIES MANAGEMENT REGION "A", DRAFT STANDARD ENVIRONMENTAL REVIEW RECOMMENDATIONS, (July 28, 2004)**

Riparian Buffers Along Steams

Streams are vulnerable to environmental impacts associated with increased development and encroachment. Any planned development should be sensitive to this resource issue by including provisions for riparian buffers and minimizing any other potential stream impacts. One-hundred-foot undisturbed, naturally vegetated buffers should be established along both sides of any stream or stream-associated wetlands. Buffers should be measured from the upland wetland edge of stream-associated wetlands, and if the natural vegetation has been previously altered then restoration may be warranted. In some cases where large, extensive forested wetlands are associated with streams 100 foot buffers may be adequate, particularly if a functional analysis reveals that the wetlands are not likely to perform an important groundwater discharge role in maintaining the quality and quantity of stream flows. The requested 100 foot vegetated buffer reduces erosion/sedimentation problems; reduces thermal impacts; maintains water quality; supplies leaf litter and woody debris for the system; and provides valuable wildlife habitat and travel corridors.

Protection of these important riparian functions insures that the overall health of the stream habitat is maintained. One-hundred-foot buffers should be established along all streams regardless of the fisheries present, although the presence of wild brook trout within the watershed certainly increases the potential extent of fisheries impacts. In addition, generally it is the smaller headwater and lower order streams that are effected the greatest by development and these systems benefit the most from vegetated buffers.

Region A Fisheries will rely on MDEP to review project applications for the adequacy of wetland functional assessments and the adequacy of proposed stream buffers, which should be reviewed based upon the aforementioned guidance.

² **MDEP, Natural Resources Protection Act, 38 M.R.S.A SS.480-A to 480-Z, Statute, revised 4/3/2002**

SS. 480-Q. Activities for which a permit is not required... 2. Maintenance and repair... "B. Crossings do not block fish passages in water courses;"

2-A. Existing road culverts..."and that the crossing does not block fish passage in the water course."

³ **MSPO, Comprehensive Planning: A manual for Maine's communities.**

"State Goal: To promote and protect the availability of outdoor recreation opportunities for all Maine citizens, including access to surface waters.

⁴ **Strategic Plan for Providing Public Access to Maine Waters for Boating and Fishing, MDOC & MDIFW, March 1995.**

"Boating and Fishing Access Goal – The primary, long term goal of state fishing and boating access programs is to ensure legal, appropriate, adequate, and equitable means of public access to waters where recreational opportunities exist."

⁵ **MDIFW, Administrative Policy Regarding Fisheries Management, 12/2002**

"The purpose of the Department's Access Program is to ensure that the public is able to gain access to Maine's public waters and to the fisheries within them. By law, all great ponds belong to the people of Maine. Private land ownership may limit access to great ponds. Fishing opportunity is directly linked to the public's ability to get to the waters to fish, so acquiring publicly-owned private points of access is critical, especially in areas where heavy development or restrictive private access already limits legal access by the public to the lake or pond.

It is also important to provide legal public access to flowing waters, although there is no parallel legal right to use flowing waters. Such acquisitions must, therefore, include enough land to allow access to stretches of the river or stream."

⁶ MDIFW, Administrative Policy Regarding Fisheries Management, 12/2002

"The Department will not stock waters without reasonable, legal public access, since stocking programs are to benefit the general fishing public, and not only the people that own land around a lake, pond, river or stream."

⁷ MSPO, Comprehensive Planning: A manual for Maine's communities.

"Legislative requirement: The act requires that each comprehensive plan include an inventory and analysis of: Significant or critical natural resources, such as wetlands, wildlife and fisheries habitats..."

Stream Crossing Guidelines

A good reference for information on fish passage at stream crossings may be found in the Maine Department of Transportation Fish Passage Policy and Design Guide. The following recommendations reduce the potential for culvert installations to create impediments to fish passage for most resident stream fish typically found in Fisheries Management Region A. These recommendations apply to circular culverts installed in streams.

- Do not install hanging culverts.
- Culvert installation should occur between July 1 and October 1.
- Culvert invert (downstream bottom end of the culvert) should be installed below streambed elevation; 6 inches deep for culverts less than 48 inches in diameter and 12 inches deep for larger culverts.
- Installation should not exceed the existing natural gradient.
- Use corrugated steel/aluminum culverts with the largest available corrugations. Smooth concrete and corrugated plastic culverts should only be used in very low gradient areas where water backs up the entire length of the pipe. In addition, polyethylene slip liners and smooth bore plastic culverts are becoming more popular for new or replacement installations due their longevity and low cost; however, they are creating serious fish passage problems around the State. A review of flow capacity specifications for Snap-Tite, a local distributor of slip liner technology, reveals that in all applications where smaller diameter Snap-Tite Solid liners are installed in existing corrugated metal pipes (CMP) flow capacities are increased, even though effective pipe size is decreased. For example, when a 28-inch (26 inch inside diameter) solid liner is installed in a 30 inch (inside diameter) CMP the new liner provides 187% of the original capacity provided by the metal pipe. The increase in capacity results from the smooth walls and nonwetting characteristic of polyethylene, which reduce friction within the pipe. The increased velocities that result from slip liner and smooth bore polyethylene culverts usually far exceed

that which can be negotiated by most fish typically occurring in Maine streams, which typically ranges between 1 and 2 feet per second. Furthermore slip liner projects effectively increase the invert elevation, creating a hydraulic drop at the outlet, which creates an additional obstacle to fish passage. Increased flow velocities within the pipe also increase downstream scour, which can lead to degradation of the outlet plunge pool, important staging habitat for fish attempting to pass through culverts. Resulting erosion can also create "head cuts" or nick points that cause additional scouring of the stream channel and associated habitat degradation. Impediments and barriers to fish passage will generally be created using slip liners and smooth bore culverts, except under the following conditions:

- 1) In drainage ditches or similar circumstances where water is not being conveyed in a jurisdictional stream channel;
- 2) In streams where there are no fish present and where the presence of natural/artificial barriers prevent seasonal use by fish species lower in the drainage;
- 3) In very low gradient settings where water backs up the entire length of the pipe, and where the water depth at the inlet end of the liner/culvert is at least 4-6 inches deep at low flows.
- 4) Where a permanent, natural barrier is located upstream/downstream within 150 feet of the stream crossing. A permanent/natural barrier is defined as a vertical drop of at least 4 feet over a rock/ledge substrate, as measured during summer low flows. Beaver dams would not be considered a permanent impassable barrier.

- Culverts should be installed so as to provide a minimum water depth of 4-inches within the culvert during critical, seasonal movement/migration periods (spawning, summer refugia, etc.), which will vary by species. This minimum water depth is needed to provide passage opportunities for smaller fish that dominate the streams in Region A. MDOT's Fish Passage Policy and Design Guide provides information on movement periods.

- Flow velocities within the culvert should not exceed 1 and 2 feet per second during critical, seasonal movement/migration periods (spawning, summer refugia, etc.), which will vary by species. These low flows velocities are needed to provide passage opportunities for smaller fish that dominate the streams in Region A. The aforementioned flows should not be exceeded more than 50% of the time during periods of movement. MDOT's Fish Passage Policy and Design Guide provides information on movement periods and how to evaluate this standard.

- Two offset culverts may be used, such that one pipe provides passage conditions during low flow periods and the other is installed to pass design peak flows. An experienced engineer should design multiple culvert installations.

- Efforts to mitigate for fish passage problems (e.g., fish ladder, tailwater control, baffles, etc.) should always be coordinated through MDIFW.

Carey, Phil

From: Theo Holtwijk <tholtwijk@falmouthme.org>
Sent: Monday, July 10, 2017 6:51 PM
To: Carey, Phil
Cc: cdg@portlandmaine.gov; jlevine@portlandmaine.gov
Subject: Portland Comprehensive Plan review

Hi Phil: I appreciated the opportunity to read (admittedly only parts of) the 324-page Portland Comprehensive Plan. Thank you.

I enjoyed the thematic organization and readability of the plan. It seemed that it was a herculean effort to bring all the pieces of the puzzle together.

Falmouth has a good working relationship with Portland as its immediate northerly neighbor. As such Falmouth does not have any substantive comments on the plan.

Thank you. Theo

Theo H.B.M. Holtwijk
Director of Long-Range Planning and Economic Development
Town of Falmouth
271 Falmouth Road
Falmouth, Maine 04105
207-699-5340 (direct)
www.falmouthme.org

Tab 15 11-6-17

Order 75-17/18

Motion to postpone to November 6, 2017: 8-0 (Strimling absent) on 10/16/2016

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 2 ADMINISTRATION
RE: SENIOR TAX RELIEF PROGRAM**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That the Portland City Code is hereby amended by adding Article XI, Sections 2-451 to 2-459, which said sections read as follows:

ARTICLE XI. PORTLAND SENIOR TAX EQUITY PROGRAM

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.

Sec. 2-451. Definitions.

For purposes of this article, the following terms shall have the following meanings:

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. § 5219-KK(1)(C), as it 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 it may be amended from time to time.

Year shall mean January 1 through December 31.

Sec. 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.

Sec. 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 or older 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.

Sec. 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.

Sec. 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.

Sec. 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.

Sec. 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.

Sec. 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.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Anita LaChance, Deputy City Manager

DATE: September 22, 2017

SUBJECT: Order Establishing a Portland Senior Tax Equity Program (P-STEP)

SPONSOR: Finance Committee, Nick Mavodones, Chair. At its September 19, 2017 meeting the Finance Committee voted unanimously to recommend this change to the City Council.

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: 10/2/17 **Final Action:** 11/6/17

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)

Mayor Strimling will provide a brief overview of the proposal

I. ONE SENTENCE SUMMARY

This program would provide property tax relief to Portland residents, 62 or older, who meet the eligibility criteria for the State of Maine Property Tax Fairness Credit Program.

II. AGENDA DESCRIPTION

The State of Maine Property Tax Fairness 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. In order to qualify for the State program, adjusted gross income must be between \$33,333 and \$53,000, depending on the size of the household; and property taxes paid in the refund year must be more than 6% of the household income. Rent must be more than 40%. The state only rebates half of what is needed to truly bridge the gap. Almost 900 seniors living in Portland qualify for the State credit.

This program, modeled on programs implemented in a number of surrounding communities, will relieve the other half, in an effort to help ease the burden of rising housing costs for low-income seniors, 62 or older. The program utilizes the State of Maine Property Tax Fairness Credit Program as its foundational eligibility structure. The

program will provide up to \$900 in tax/rent relief. The average, for Portland residents, under the State program is \$300.

III. BACKGROUND

Since FY 2013, property taxes in Portland have risen a total of 15%, equaling an increase of about \$680 for the average home. Increases in the State Homestead exemption have decreased that amount to 10.6%, or \$460, for resident homeowners. Further, rents have climbed 20%-40% between 2010 and 2015. This 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.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Establishing a targeted property tax relief was one of the City Council's stated goals for 2017.

V. FINANCIAL IMPACT

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, which is very high, the projected cost would be approximately \$250,000. This amount would need to be added to next fiscal year's budget

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

VII. RECOMMENDATION

Finance Committee votes unanimously to recommend this program

VIII. LIST ATTACHMENTS

Mayor's Proposal
Minutes of 9/20/17 Finance Committee Meeting

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.

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 84-17/18
~~Tab 21 10-16-17~~
Tab 16 11-6-17

**ORDER APPROVING THE COLLECTIVE BARGAINING AGREEMENT
WITH THE POLICE BENEVOLENT ASSOCIATION FOR 2017 TO 2019**

ORDERED, that the Collective Bargaining Agreement with the Police Benevolent Association for January 1, 2017 through December 31, 2019 is hereby approved in substantially the form attached.

**CITY OF PORTLAND
MEMORANDUM**

To: Mayor Ethan Strimling and Members of the City Council

From: Thomas Caiazzo, Labor Relations Manager 

Date: October 11, 2017

RE: Tentative Agreement with Police Benevolent Association (PBA)
On a Successor Contract – First Reading on October 16, 2017

City staff has reached a tentative agreement with the Police Benevolent Association (PBA) which is within guidance. The PBA represents 125 police officers and detectives in the Portland Police Department.

The Union has ratified the tentative agreement and the City negotiating team recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018 and 4% effective January 6, 2019.

Other economic agreements are as follows:

- **Eliminate the first step in the pay plan and split the 8 – 12 yr step into 8 – 10 and 10 – 12 (See attached pay plan)**
- **Article 4.2.2** – add Defensive Tactics and Accident Reconstruction to the part-time specialty list
- **Article 4.3** – increase educational stipends by \$.10 for each level
- **Article 5.11.5 – new section**, officers shall be allowed to cash in one week (40 hours) of accrued comp time per year
- **Article 7.5 – new section**, officers earning three (3) weeks of vacation or more shall be allowed to cash in one week (40 hours) of accrued vacation time per year
- **Article 11.2.1** – increase bereavement leave for an immediate family member from three (3) days to five (5) days or a maximum of forty (40) hours
- **Increase the amount paid by the City when an officer dies in the line of duty from \$2500.00 to \$15000.00**
- Implement a standard on-call process for Criminal Investigation Division (CID)
Detectives to include a payment of \$225.00 per week each for two Detectives. There currently is no set procedure.

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately one million (\$1,000,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a Memorandum of Agreement (MOA) to begin discussions on implementing a pilot program regarding body worn cameras with no additional compensation.

This item must be read on two separate days, with the first reading on October 16, 2017.

Attached are the tentative agreement, cost sheet and pay plan, provided as backup to this memo. A copy of the revised contract is available for review upon request.

Cc: Jon P. Jennings – City Manager
Anita LaChance – Deputy City Manager
Danielle West-Chuhta – Corporate Counsel
Anne Torregrossa – Associate Corporate Counsel
Michael Sauschuck – Portland Police Chief
Gina M. Tapp – Human Resources Director
Brendan O'Connell – Finance Director
Carlene Kessler – Employment Services Manager
Jennifer Lodge – Budget Analyst
Lori Schools – Payroll Manager

Attachment(s)

PORTLAND POLICE BENEVOLENT ASSOCIATION

TERM SHEET

August 25, 2017

1. **Term**

3 year term.

2. **Wages**

(See attached Exhibit A with new wage scale.)

Year 1: 2% COLA (effective January 1, 2017); Expand first Step from 0 to 1 year to 0-3 years; change the 8-12 year Step to 8-10 year; create a 10-12 year Step which is 3% greater than the last Step; employ a Step from 12-18 years which is 3% greater than the last Step; then set the 18+ year Step 3% higher than the last Step. (Pay retro to first pay date of 2017; any new stipends, increases, etc. effective only after new contract signed.)

Year 2: 4% COLA (effective January 1, 2018)

Year 3: 4% COLA (effective January 1, 2019)

3. **Educational Stipends - Art. 4**

Increase existing 3 stipends by \$0.10 per hour.

4. **Equipment List and Support – Art. 8**

Update list as may be required to add new equipment. Make language changes with regard to seeking approval for costs for specialized equipment. See, for example, rifles and scopes.

5. **Funeral Expenses** for officers who die on duty. The current \$2,500 allocation is increased to \$15,000.

6. Reset the **Outside Detail** to a flat rate of \$50.00 per hour.

7. **Bereavement Leave**. Increase bereavement leave for immediate family members from 3 days to 40 hours. Allow sick time to be used thereafter; this type of sick time use is not to appear on the Sick Time Abuse list.

8. When an off-duty officer is called in to do **mandatory testing**, it shall be treated as a call-in.

9. **Exhibit J.** This will be removed from the Contract as substantially moot.
10. **Exhibit K for ET's.** Reform this agreement to meet both parties halfway: Increase minimum comp time to 3 hours per week versus 8 hours per month. (See attached Exhibit B.)
11. **Vacations/Compensatory Time.** Add an option to cash-in 1 week of vacation time per year **and** one week of Comp Time. (To qualify for vacation cash-in an officer must earn at least three weeks per year).
12. Create a **CID call-in system/list.** Detectives to receive monetary compensation on a weekly basis for being on the list. Two detectives on at a time for one week rotations at \$225 each per week. (See attached Exhibit C).
13. Add **Defensive Tactics** as a Part-Time Specialty
14. Reform **Sick Leave Abuse Policy.** Change Doctor's Note form to better protect privacy of reporting employees.
15. Add **Accident Reconstruction** as part-time specialty
(This PT specialty stipend not available to those who receive the FT traffic detail stipend)
16. Add **Direct deposit** and paperless pay stub to Article 4.1.15
17. Add current **shift chart** to Contract to illustrate the existing shifts that employees now work. (See Exhibit D)
18. Body Cameras. Parties agree to initiate body camera program at PD. (See attached MOA at Exhibit E.)
19. Police Civilian Review Subcommittee. (See MOA at Exhibit F reflecting changes to the PCRS Guidelines.)

for the City
Tom Chicago 8-25-17

K. PBH -
[Signature]
9/6/17



PBA PAY PLAN

<u>Police Officer</u>	Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
	Current	0.02	0.04	0.04
1 0-3	\$ 21.64 \$ 865.60	\$ 22.07 \$ 882.80	\$ 22.95 \$ 918.00	\$ 23.87 \$ 954.80
2 3-5	\$ 23.13 \$ 925.20	\$ 23.59 \$ 943.60	\$ 24.53 \$ 981.20	\$ 25.51 \$ 1,020.40
3 5-8	\$ 24.04 \$ 961.60	\$ 24.52 \$ 980.80	\$ 25.50 \$ 1,020.00	\$ 26.52 \$ 1,060.80
4 8-10	\$ 24.74 \$ 989.60	\$ 25.23 \$ 1,009.20	\$ 26.24 \$ 1,049.60	\$ 27.29 \$ 1,091.60
5 10-12	\$ 25.69 \$ 1,027.60	\$ 26.20 \$ 1,048.00	\$ 27.25 \$ 1,090.00	\$ 28.34 \$ 1,133.60
6 12-18	\$ 26.46 \$ 1,058.40	\$ 26.99 \$ 1,079.60	\$ 28.07 \$ 1,122.80	\$ 29.19 \$ 1,167.60
7 18+		\$ 27.80 \$ 1,112.00	\$ 28.91 \$ 1,156.40	\$ 30.07 \$ 1,202.80

Detective, Court Officers, Evidence Technicians

	Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
	Current	0.02	0.04	0.04
1 0-3	\$ 22.72 \$ 908.80	\$ 23.17 \$ 926.80	\$ 24.10 \$ 964.00	\$ 25.06 \$ 1,002.40
2 3-5	\$ 24.28 \$ 971.20	\$ 24.77 \$ 990.80	\$ 25.76 \$ 1,030.40	\$ 26.79 \$ 1,071.60
3 5-8	\$ 25.24 \$ 1,009.60	\$ 25.74 \$ 1,029.60	\$ 26.77 \$ 1,070.80	\$ 27.84 \$ 1,113.60
4 8-10	\$ 25.98 \$ 1,039.20	\$ 26.50 \$ 1,060.00	\$ 27.56 \$ 1,102.40	\$ 28.66 \$ 1,146.40
5 10-12	\$ 26.98 \$ 1,079.20	\$ 27.52 \$ 1,100.80	\$ 28.62 \$ 1,144.80	\$ 29.76 \$ 1,190.40
6 12-18	\$ 27.79 \$ 1,111.60	\$ 28.35 \$ 1,134.00	\$ 29.48 \$ 1,179.20	\$ 30.66 \$ 1,226.40
7 18+		\$ 29.20 \$ 1,168.00	\$ 30.36 \$ 1,214.40	\$ 31.58 \$ 1,263.20



EXHIBIT K (AMENDED)

EVIDENCE TECHNICIANS

The City of Portland and the Portland Police Benevolent Association agrees as follows in regard to the "on-call" status of Evidence Technicians:

7. Each Evidence Technician will receive three (3) hours of compensatory time per week in consideration of this Agreement. Evidence Technicians shall receive the full 3 hours of compensatory time for any week in which they are eligible to be called in for any of the days of that week. The compensatory time awarded pursuant to this Agreement will be treated the same as any other compensatory time awarded by the City.



EXHIBIT L

Criminal Investigation Division (CID) Detectives

The City of Portland and the Portland Police Benevolent Association (PBA) agree as follows in regard to the "on-call" status of detectives:

- 1) Twenty-four hour investigative coverage by qualified personnel is essential whenever crimes occur which require an immediate investigation by Detectives.
- 2) When the services of a Detective(s) are required and there is insufficient CID staff on duty, the "on-call" Detective(s) will be notified and expected to respond as soon as possible.
- 3) Call-ins will be organized by a weekly schedule. Two (2) Detectives will be "on-call" every week starting Monday morning at 0700 hours and ending the following Monday morning at 0659 hours.
 - a) Trades or swaps are allowed but each Detective must be on-call for his/her share of the on-call duty on an annualized basis.
 - b) If a Detective is assigned to be on-call and he/she is unavailable for any reason, it is his/her responsibility to swap on-call weeks with an available Detective with the approval of the CID Lieutenant or his/her designee.
 - c) Detectives on military leave, sick leave or Family Medical Leave (FML) will not be subject to the on-call schedule until their return.
 - d) During the Detective's on-call weeks they will not be eligible for overtime; however they will receive a mark in the overtime book during this period.
- 4) Within reason, Detectives who are on-call are not required to stay within any specific distance of the City and there are no restrictions on their use of off-duty time; however Detectives must comply with SOP # 10 section IV.A.17.
- 5) Each Detective will be compensated with a lump sum of \$225.00 for the week that he/she is on-call.
- 6) When a Detective is called in to work during their on-call week, they will be paid in accordance with Article 5.9 of the PBA contract.

**Criminal Investigation Division**

700	0800 - 1600	Mon - Fri	Lt.
721	0900 - 1700	Mon - Fri	Sgt.
722	0800 - 1600	Mon - Fri	Sgt.
701	0800-1600	Mon - Fri	Det.
702	0730-1530	Mon - Fri	Det.
703	0700 - 1500	Mon - Fri	Det.
704	0700 - 1500	Mon - Fri	Det.
705	0700 - 1700	Mon - Thu	Det.
706	0700 - 1500	Mon - Fri	Det.
707	0800 - 1800	Tue - Fri	Det.
708	0900 - 1700	Mon - Fri	Det.
710	0600 - 1600	Tue - Fri	Det.
711	0700 - 1500	Mon - Fri	Det.
713	1100-1900	Mon - Fri	Det.
714	0800 - 1600	Mon - Fri	Det.
715	0900 - 1700	Mon - Fri	Det.
718	0700-1500	Mon - Fri	Det.
742	0700 - 1700	Tue - Fri	Det.

Forensic Services - Court

731	1500 - 0100	Sun - Wed	ET
732	0700 - 1700	Wed - Sat	ET
733	0600 - 1600	Sun - Wed	ET
734	1500 - 0100	Wed - Sat	ET
743	0600 - 1400	Mon - Fri	Ofc.
744	0800 - 1600	Mon - Fri	Property
745	0800 - 1600	Mon - Fri	Process Server
746	0730 - 1530	Mon - Fri	Victim Advocate

MDEA / Special Investigations

750		Mon - Fri	Sgt.
751		MDEA	Det.
752		MDEA	Det.
753		SSTF	Det.

Crime Reduction Unit

351	1300 - 2100	Tue - Sat	Sgt.
355	1300 - 2100	Tue - Sat	
356	1300 - 2100	Tue - Sat	Ofc.
357	1300 - 2100	Tue - Sat	Ofc.
358	1300 - 2100	Tue - Sat	Ofc.
359	1300 - 2100	Tue - Sat	Ofc.

Internal Affairs / Training

760	0800-1600	Mon - Fri	Lt.
761	0700-1500	Mon - Fri	Sgt.
763	0800 - 1600	Mon - Fri	Sgt.

Community Services Division

900	0700 - 1500	Mon - Fri	Lt.
922	0700 - 1500	Mon - Fri	Sgt.
931	0700 - 1500	Mon - Fri	Ofc.
932	0700 - 1500	Mon - Fri	Ofc.
933	0700-1500	Mon - Fri	Ofc.
903	0630 - 1630	Tue - Fri	Ofc.
904	0630 - 1630	Tue - Fri	Ofc.
905	0630 - 1630	Tue - Fri	Ofc.
907	0730 - 1730	Sat - Tue	Ofc.

Traffic & Peaks Island

920	0800 - 1600	Mon - Fri	Lt.
921	0700 - 1500	Mon - Fri	Sgt.
901	0600 - 1600	Tue - Fri	Ofc.
902	0600 - 1600	Mon - Thu	Ofc.
911	0700 - 0700	Peaks	Ofc.
912	0700 - 0700	Peaks	Ofc.
913	0700 - 0700	Peaks	SLO
914	0700 - 0700	Peaks	Ofc.

Jetport

821	0700 - 1500	Mon - Fri	Sgt.
801	1200 - 2200	Wed - Sat	Ofc.
802	1200 - 2200	Sun - Tue	Ofc.
	0800 - 1800	Wed	Ofc.
803	0330 - 1230	Wed - Sat	Ofc.
804	0330 - 1230	Sun - Wed	Ofc.

MCJA August 2017

A			B			C		
0630 - 1630	100	Lt.	1600 - 0200	300	Lt. (1300-2300)	2100 - 0700	500	Lt.
	121	Sgt.		321	Sgt.		521	Sgt.
Tuesday	101	Ofc.		301	Ofc.		501	Ofc.
Wednesday	102	Ofc.		302	Ofc.		502	FTO
Thursday	103	Ofc.		304	Ofc.		503	FTO
Friday	104	Ofc.		306	Ofc.		504	Ofc.
	105	Ofc.		312			505	Ofc.
	106	FTO.		313	FTO		506	Ofc.
0730 - 1730	122	Sgt.	1700 - 0300	322	Sgt.	2200 - 0800	522	Sgt.
	107	FTO		307	FTO		507	Ofc.
Wednesday	108	Ofc.		308	Ofc.		508	Ofc.
Thursday	109	Ofc.		309	Ofc.		509	
Friday	110	Ofc.		310	FTO		510	Ofc.
Saturday	111	Ofc.		311	Ofc.		511	Ofc.
0630 - 1630	200	Lt.	1600 - 0200	400	Lt.	2100 - 0700	600	Lt.
	221	Sgt.		421	Sgt.		621	Sgt.
Friday	201	Ofc.		401	Ofc.		601	Ofc.
Saturday	203			402	Ofc.		603	Ofc.
Sunday	204	Ofc.		403	Ofc.		604	Ofc.
Monday	205	Ofc.		405	Ofc.		605	Ofc.
	206	Ofc.		406	Ofc.		606	Ofc.
	212	Ofc.						
	215	Ofc.						
0730 - 1730	222	Sgt.	1700 - 0300	422	Sgt.	2200 - 0800	622	Sgt.
				404	FTO		607	Ofc.
Saturday	207						608	
Sunday	208	Ofc.		407	Ofc.		610	Ofc.
Monday	209	Ofc.		408	Ofc.		611	Ofc.
Tuesday	210			409			612	Ofc.
	211	Ofc.		410	Ofc.		609	Ofc.
				411	Ofc.			
0730 - 1530	114	Ofc.	Sun - Thu	303	Ofc.	Sun - Thu	512	Ofc.
Sun - Thu	115	Ofc.	1300 - 2100	305	FTO	2400 - 0800	509	Ofc.
	118			314	Ofc.			
Sun - Thu	113	K9		312	Ofc.	Wed - Sat		
	140	DPW	Wed - Sat	315	K9		513	K9
	141	ACO						



MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of July 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the implementation of a policy for body worn cameras and a pilot program for uniformed officers; and

WHEREAS, the PBA and the City have agreed to discuss matters related to the appropriate utilization of body worn cameras by PBA members; and

WHEREAS, a successful pilot program may result in the expansion of the use of body worn cameras by all sworn officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. The Chief of Police, in consultation with the PBA's Executive Board, will appoint a committee to initiate a pilot program to test the use of body worn cameras in the Patrol Division and to draft policies and procedures to govern the use of the cameras as standard issue equipment. The committee will be composed of various members of the department of different ranks and will include command staff members. The policies and procedures adopted by the department will also be provided to interested community groups to obtain public comment.

2. The goal of the committee is to identify the specific objectives behind the program, as well as, the anticipated benefits, costs, uses, and privacy impact of body worn cameras.

3. The parties acknowledge that body worn cameras shall be introduced incrementally, starting with the pilot program, and shall include the solicitation of feedback from the committee.

4. The parties acknowledge that both the implementation of the pilot project and the expanded policy or policies will address the terms and conditions set forth in the points below; and, further, that these terms and conditions shall not only be part of this MOA but shall also be part of any SOP that is enacted in the future by the department.

- Pre-event recording will be limited to no more than two (2) minutes of video. Pre-event audio recording will not occur.
- Body worn camera footage may be used in performance reviews but is not intended to replace the review of officer performance in the field.

- If body worn camera footage exists, discipline will not be dispensed solely on the basis of the body worn camera footage, but rather upon consideration of all relevant evidence collected during the Internal Affairs investigation; including video footage.

- Public access to body worn camera footage shall be governed by Maine law.

- Officers may review video footage during report preparation; except when ordered otherwise and/or in a situation involving the use of deadly force. In a situation involving the use of deadly force, an officer must obtain the express permission of a member of the Command staff to review video footage prior to report preparation.

- When a body worn camera is powered on, it is passively recording video; similar to the WatchGuard cruiser cameras in use by the department, as of the date of this agreement. Both audio and video are recorded only when the body worn camera is switched to active record mode. Body worn cameras shall not be completely powered off during an officer's shift for any reason. The body worn camera shall be stored in an officer's uniform pants cargo pocket during bathroom breaks and locker room visits. The uniform pants cargo pocket is the only acceptable means of storing a body worn camera while an officer is on-duty. Other potential recording situations, including, but not limited to, domestic violence safety planning and hospital visits, will be discussed in detail during future SOP committee meetings.

5. The PBA agrees that the implementation of both the pilot program and the anticipated expansion of the program to all sworn officers shall not require any further impact bargaining and shall not generate, require, or cause any additional wages, salaries, compensation, stipends, or specialty payments to be paid by the City to PBA members due to the introduction and use of body worn cameras.

This agreement contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA



Draft 7/30/17

MEMORANDUM OF AGREEMENT

AGREEMENT made this _____ day of _____ 2017, by the City of Portland (hereinafter the "City"), and the Portland Police Officers Benevolent Association (hereinafter the "PBA").

WHEREAS, the City is committed to the continued examination and evaluation of the police department's investigation of citizen complaints regarding police personnel;

WHEREAS, the PBA and the City both have an interest in assuring that the investigation of citizen complaints is done in a fair, objective, thorough and timely manner;

WHEREAS, the PBA and the City recognize the importance of maintaining public confidence in the methods of investigation of citizen complaints about police officers.

NOW, THEREFORE, the City and the PBA do hereby agree as follows:

1. Except as noted below in Paragraph #2, the parties agree to the changes to Chapter 2, Article VI of the City of Portland Code of Ordinances recommended to City Manager Jon Jennings by the Police Citizen Review Subcommittee, in a memo dated January 11, 2017(which memo is attached hereto and incorporated by reference.)
2. The parties hereto do not agree with the Subcommittee's recommendation to limit the PCRS member disqualifiers listed in section 2-49(a-b) to two years; instead, the parties hereto agree that the disqualifiers shall remain in effect for a period of ten (10).
3. The parties agree that the suggested changes to Section 2-76, Function and Duties of the ordinance are reasonable and fair and will result in the continued efficient and effective functioning of the subcommittee.
4. That the PBA agrees that the implementation of the ordinance changes recommended by the Police Citizen Review Subcommittee, other than the two year disqualification period, is a sensible approach to the subcommittee and community concerns and that the changes will not generate, require or cause any additional wages, salaries, compensation, stipends or specialty payments to be paid by the City to PBA members due to the amendment of Chapter 2, Article VI of the City of Portland Code of Ordinances.

This side letter contains the full and complete understanding of the parties and is effective upon its execution.

For the City of Portland

For the PBA

Police Benevolent Association - ADMINISTRATIVE RECOMMENDATION

ITEM	BASE COST	YEAR 1 (FY17)	% INCR	YEAR 2 (FY18)	% INCR	YEAR 3 (FY19)	% INCR	NOTES:
Base Wages	6,517,362	130,347	2.0%	265,908	4.0%	276,545	4.0%	
Night Shift Differential	67,808							
Step		167,054	2.6%					Split 8 - 12 yr step for Police Officer only, 8-10, 10-12 Add call-in stipend for 2 detectives \$225/wk, Add Accidental Reconstruction PT stipend for 2 \$30/wk, Add Defensive Tactics PT stipend for 8 \$30/wk Increase Educational Stipends \$0.10 each
Specialty Pay	246,643	59,717	24.2%					
Funeral Expenses, death in line of duty	-	-		-		-		Increase from \$2,500 to \$15,000
Bereavement Leave	-	-		-		-		Increase leave from 3 days to 5 days for immediate family Based on 109 employees accruing 3 weeks, 75% cashing out
Vacation Cash Out	-	86,743	1.3%					40 Hrs vacation
Comp.Cash Out	-	46,068	0.7%					Based on 58 employees with 40 hrs, 75% cashing out 40 Hrs.
Sub-Total Wages	6,831,813	489,928	7.2%	265,908	3.6%	276,545	3.6%	
Overtime	474,263	9,485.25	2.0%	14,512	3.0%	14,948	3.0%	Based on increase in base wages
Clothing Allowance	65,500		0.0%					
Total Direct Costs	7,371,576	499,414	6.8%	280,421	3.6%	291,493	3.6%	
Health Insurance	1,587,713	158,771	10.0%	174,648	10.0%	192,113	10.0%	Inflationary increase only
Health Insurance-Plan Changes		(52,395)						Projected 9% Savings less 3% Cost of Wellness Initiative
Group Life	43,524	870.49	2.0%	1,332	3.0%	1,372	3.0%	Based on increase in total wages
Pension	633,507	45,314	7.2%	53,988	8.0%	56,617	7.7%	Based on increase in total wages and increase in MEPRS employer rate
Workers' Compensation	191,974	3,839	2.0%	5,874	3.0%	6,051	3.0%	Based on increase in total wages
Total Indirect Costs	2,456,718	156,401	6.4%	235,843	9.0%	256,152	9.0%	
Total	9,828,294	655,815	6.7%	516,264	4.9%	547,645	5.0%	

PBA PAY PLAN

<u>Police Officer</u>	Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
	Current	0.02	0.04	0.04
1 0 - 3	\$ 21.64 \$ 865.60	\$ 22.07 \$ 882.80	\$ 22.95 \$ 918.00	\$ 23.87 \$ 954.80
2 3 - 5	\$ 23.13 \$ 925.20	\$ 23.59 \$ 943.60	\$ 24.53 \$ 981.20	\$ 25.51 \$ 1,020.40
3 5 - 8	\$ 24.04 \$ 961.60	\$ 24.52 \$ 980.80	\$ 25.50 \$ 1,020.00	\$ 26.52 \$ 1,060.80
4 8 - 10	\$ 24.74 \$ 989.60	\$ 25.23 \$ 1,009.20	\$ 26.24 \$ 1,049.60	\$ 27.29 \$ 1,091.60
5 10 - 12	\$ 25.69 \$ 1,027.60	\$ 26.20 \$ 1,048.00	\$ 27.25 \$ 1,090.00	\$ 28.34 \$ 1,133.60
6 12 - 18	\$ 26.46 \$ 1,058.40	\$ 26.99 \$ 1,079.60	\$ 28.07 \$ 1,122.80	\$ 29.19 \$ 1,167.60
7 18+		\$ 27.80 \$ 1,112.00	\$ 28.91 \$ 1,156.40	\$ 30.07 \$ 1,202.80

Detective, Court Officers, Evidence Technicians

	Effective 1/3/2016	Effective 1/2/2017	Effective 1/1/2018	Effective 1/7/2019
	Current	0.02	0.04	0.04
1 0-3	\$ 22.72 \$ 908.80	\$ 23.17 \$ 926.80	\$ 24.10 \$ 964.00	\$ 25.06 \$ 1,002.40
2 3-5	\$ 24.28 \$ 971.20	\$ 24.77 \$ 990.80	\$ 25.76 \$ 1,030.40	\$ 26.79 \$ 1,071.60
3 5-8	\$ 25.24 \$ 1,009.60	\$ 25.74 \$ 1,029.60	\$ 26.77 \$ 1,070.80	\$ 27.84 \$ 1,113.60
4 8-10	\$ 25.98 \$ 1,039.20	\$ 26.50 \$ 1,060.00	\$ 27.56 \$ 1,102.40	\$ 28.66 \$ 1,146.40
5 10-12	\$ 26.98 \$ 1,079.20	\$ 27.52 \$ 1,100.80	\$ 28.62 \$ 1,144.80	\$ 29.76 \$ 1,190.40
6 12-18	\$ 27.79 \$ 1,111.60	\$ 28.35 \$ 1,134.00	\$ 29.48 \$ 1,179.20	\$ 30.66 \$ 1,226.40
7 18+		\$ 29.20 \$ 1,168.00	\$ 30.36 \$ 1,214.40	\$ 31.58 \$ 1,263.20

Order 85-17/18
Tab 22 10-16-17
Tab 17 11-6-17

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 THE COLLECTIVE BARGAINING AGREEMENT WITH
POLICE SUPERIOR OFFICERS BENEVOLENT ASSOCIATION
FOR 2017 TO 2019**

ORDERED, that the Collective Bargaining Agreement with the Police Superior Officers Benevolent Association for January 1, 2017 through December 31, 2019, is hereby approved.

**CITY OF PORTLAND, MAINE
MEMORANDUM**

TO: Mayor Ethan Strimling and Members of the City Council
FROM: Thomas A. Caiazzo, Labor Relations Manager *TAC*
DATE: October 11, 2017
RE: First Reading - Tentative Agreement with:
Police Superior Officers Benevolent Association (PSOBA)

Staff has reached a tentative agreement with the Police Superior Officers Benevolent Assoc. (PSOBA) on a successor contract. The prior collective bargaining agreement expired December 31, 2016.

The PSOBA, which is comprised of 32 Police Lieutenants and Sergeants, has reached a tentative agreement with the City. The Administration is requesting a first reading on October 16, 2017. The tentative agreement is within the guidance received by the City Council on January 18, 2017 and again on May 1, 2017.

The Union has ratified the tentative agreement and the Administration recommends your support for the agreement.

Terms of the Agreement include a three (3) year contract with general wage increases of 2% effective January 1, 2017; 4.0% effective January 7, 2018 and 4% effective January 6, 2019.

Other economic agreements are as follows:

- **Add a 5 – 8 year step and an 8+ year step (FY 2019) (See attached pay plan)**
- **Article 4.2.2** – add Defensive Tactics and Accident Reconstruction to the part-time specialty list
- **Article 4.3** – increase educational stipends by \$.10 for each level
- **Article 5.11.5 – new section**, officers shall be allowed to cash in one week (40 hours) of accrued comp time per year
- **Article 7.5 – new section**, officers earning three (3) weeks of vacation or more shall be allowed to cash in one week (40 hours) of accrued vacation time per year
- **Article 11.2.1** – increase bereavement leave for an immediate family member from three (3) days to five (5) days or a maximum of forty (40) hours
- **Increase the amount paid by the City when an officer dies in the line of duty from \$2500.00 to \$15000.00**

The contract term is January 1, 2017 through December 31, 2019.

The total direct costs of the general wage increases are approximately three hundred and thirty eight thousand (\$338,000.00) dollars over the three (3) year agreement. In consideration for the wage adjustments, the Union has agreed to carry and administer Narcan, they have agreed to direct deposit of all monies owed to employees by the City and they have agreed to a

Memorandum of Agreement (MOA) regarding body worn cameras with no additional compensation.

This item must be read on two separate days, with the first reading on October 16, 2017.

Attached are the tentative agreement, cost sheet and pay plan, provided as backup to this memo. A copy of the revised contract is available for review upon request.

Cc: Jon P. Jennings – City Manager
Anita LaChance – Deputy City Manager
Danielle West-Chuhta – Corporate Counsel
Anne Torregrossa – Associate Corporate Counsel
Michael Sauschuck – Portland Police Chief
Gina M. Tapp – Human Resources Director
Brendan O'Connell – Finance Director
Carlene Kessler – Employment Services Manager
Jennifer Lodge – Budget Analyst
Lori Schools – Payroll Manager

Attachment(s)

CITY OF PORTLAND, MAINE
Memorandum

TO: Sean McArdle, NEPBA
Eric Nevins, President, PSOPA

FROM: Tom Caiazzo, Chief Negotiator *TAC*

DATE: August 31, 2017

RE: 2016/2017 PSOPA Contract Negotiations – TENTATIVE AGREEMENT

The tentative agreement for a successor collective bargaining agreement with the Portland Police Superior Officers Benevolent Association is summarized below:

Article 4. Salaries

- 4.1.1 Effective January 1, 2017 employees will receive a general wage increase of 2% and an additional 5+ year step that will be reflected in the pay plan attached as Appendix A. Both will be retroactive to January 1, 2017.

Effective January 7, 2018 employees will receive a general wage increase of 4%

Effective January 6, 2019 employees will receive a general wage increase of 4% and add an 8+ year step

- 4.2 Change "Administrative" Lieutenant to Operational Lieutenant
- 4.3 Change Lieutenant – Administrative to Lieutenant - Operational
- 4.3.2 Added Supervisor – Animal Control to list of part time specialties
- 4.5.1 Increase each level of education by \$.10 per hour * Effective upon Council approval of contract
- 4.7 **New** add shift differentials as follows:
Majority of hours worked after 6:00 PM \$.50 per hour for entire shift
Majority of hours worked after 11:00 PM \$.65 per hour for entire shift
Majority of hours worked between 1:00 and 9:00 PM \$.40 per hour for entire shift

Article 5. Hours and Overtime

- 5.5.2 Change Admin Lieutenant to Operational Lieutenant

Article 7. Vacations

- 7.5 **New** – Employees will be allowed to "cash out" one (1) week of vacation (max 40 hours) and one (1) week of comp time (max 40 hours) per fiscal year. To qualify for vacation cash in, a supervisor must earn at least three (3) weeks vacation per year. * Effective upon Council approval of contract

Article 11. Sick, Bereavement, and Funeral Leave

11.2.1 Increased bereavement leave from 3 days to 5 days up to 40 hour maximum

Article 12. Unused Sick Leave Upon Retirement, Layoff, Resignation or Death

12.3 City agrees to pay up to \$15,000.00 for funeral expenses for a line of duty death

Article 22. Member Rights

22.2.2 Changed "tape recorded" to "digitally recorded" and changed the word tape to recording

22.4 Changed Captain to Major

Article 25. Leaves of Absence

Change all references in Article from "Department Head" to Chief of Police

Article 29. Term

This Agreement governs the rights of the parties from January 1, 2017 through December 31, 2019.

Appendix C Allowable Apparel and Equipment

Added cell phones to the list and update approved firearms language.

MOA's Outside of Contract

1. Nasal NARCAN
 2. Body Worn cameras
 3. Citizens Review Ordinance Changes
-

4/14/2017

Superior Officers Association - ADMINISTRATIVE RECOMMENDATION

ITEM	BASE COST	YEAR 1 (FY17)	% INCR	YEAR 2 (FY18)	% INCR	YEAR 3 (FY19)	% INCR	NOTES:
Base Wages	2,033,262	20,333	1.0%	82,144	4.0%	85,430	4.0%	Based on Increase for 6 months 1/1/17
New Steps	-	32,713	1.6%			30,656	1.4%	Add 5-7 Year Step FY17, Add 8+ Year Step FY19
Specialty Pay	170,560	1,560	0.9%					Add Animal Control PT Stipend \$30/Wk
Night Shift Differential	-	15,184	0.7%					Add NSD 2nd \$.50, 3rd \$.65 Other \$.40
Education Stipends	15,974	4,784	29.9%					Increase by \$0.10 each level
Funeral Expenses, death in line of duty	-	-		-		-		Increase from \$2,500 to \$15,000
Bereavement Leave	-	-		-		-		Increase leave from 3 days to 5 days for immediate family
Vacation Cash Out	-	29,378	1.4%					Based on 31 EE's accruing 3 wks, 75% cashing out 40 Hrs
Comp Cash Out	-	17,882	0.9%					Based on 19 EE's with 40 Hrs, 75% cashing out 40 Hrs
Sub-Total Wages	2,219,797	121,834	5.5%	82,144	3.5%	116,085	4.8%	
Overtime	161,630	3,233	2.0%	6,594	4.0%	6,858	4.0%	Based on Increase in base wages
Clothing Allowance	7,500	1,500	20.0%					
Total Direct Costs	2,388,927	126,567	5.3%	88,738	3.5%	122,944	4.7%	
Health Insurance	515,881	51,588	10.0%	56,747	10.0%	62,422	10.0%	Inflationary increase only
Health Insurance-Plan Changes		(17,024)						Projected 9% Savings less 3% Cost of Wellness Initiative
Group Life	13,799	276	2.0%	563	4.0%	586	4.0%	Based on increase in total wages
Pension	197,050	13,830	7.0%	14,305	6.8%	18,124	8.0%	Based on increase in total wages and increase in MEPERS employer rate
Workers' Compensation	62,376	1,248	2.0%	2,545	4.0%	2,647	4.0%	Based on increase in total wages
Total Indirect Costs	789,105	49,918	6.3%	74,160	8.8%	83,778	9.2%	
Total	3,178,032	176,484	5.6%	162,898	4.9%	206,721	5.9%	

PSOBA PAY PLAN - CITY

			Effective 1/3/2016 Current	Effective 1/2/2017 2%	Effective 1/1/2018 4%	Effective 1/7/2019 4%
Sergeant						
1	0-3 Yrs		29.67 1,186.80	30.26 1,210.40	31.47 1,258.80	32.73 1,309.20
2	3-5 Yrs		30.25 1,210.00	30.86 1,234.40	32.09 1,283.60	33.37 1,334.80
3	5-8 Yrs		31.16 1,246.40	31.78 1,271.20	33.05 1,322.00	34.37 1,374.80
4	8+ Yrs			32.73 1,309.20	34.04 1,361.60	35.40 1,416.00
			Effective 1/3/2016 Current	Effective 1/2/2017 2%	Effective 1/1/2018 4%	Effective 1/7/2019 4%
Lieutenant						
1	0-3 Yrs		33.72 1,348.80	34.39 1,375.60	35.77 1,430.80	37.20 1,488.00
2	3-5 Yrs		34.43 1,377.20	35.12 1,404.80	36.52 1,460.80	37.98 1,519.20
3	5-8 Yrs		35.46 1,418.40	36.17 1,446.80	37.62 1,504.80	39.12 1,564.80
4	8+			37.26 1,490.40	38.75 1,550.00	40.29 1,611.60

Tab 18-

Order 86-17/18

Motion to take up an item not on the agenda: 8-0 (Strimling absent) on 10/16/2017

First Reading on 10/16/2017

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN 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 APPROPRIATING ADDITIONAL EDUCATION
SUBSIDY IN THE AMOUNT OF \$712,351**

ORDERED, that the amount of \$712,351 in additional education subsidy received in the final State of Maine enacted budget is hereby accepted and appropriated for one time expenditures, ongoing programming, and restoration of FY18 Portland Public Schools budget cuts as recommended by the Board of Education and the City Finance Committee.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English

FROM: Brendan T O'Connell – Finance Director

DATE: October 12, 2017

SUBJECT: Appropriation of Additional State of Maine Education Subsidy

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED: August 21, 2017

1st reading _____ 10/16 _____ Final Action _____ 11/6 _____

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

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

I. ONE SENTENCE SUMMARY: This order appropriates \$712,351 in education subsidy over the previously approved FY18 budgeted amount as a result of additional education subsidy received in the final enacted State of Maine budget.

II. AGENDA DESCRIPTION: On Thursday, October 12th, 2017 the Finance Committee voted unanimously to support the Portland School Board's recommendation to appropriate an additional \$712,351 towards the Portland Public Schools FY18 budget as a result of additional education funding received in the final enacted State of Maine budget. These funds will be used for one time expenditures, ongoing programming, and restoration of cuts made during the FY18 budget process.

III. BACKGROUND: The State of Maine budget was enacted long after the City had already approved the Portland Public Schools FY18 budget. In the final State of Maine budget the City received an additional \$1,712,351 in education subsidy. The Portland Public School Department has recommended using \$1M of these funds for tax relief and the remaining \$712,351 for one time expenditures, ongoing programming, and restoration of cuts made during the FY18 budget process. The Superintendent, School Board, and Finance Committee have recommended to the City Council to use the funds in the following way:

Health Centers	145,000
Capital	131,331
Make it Happen Site Coordinator	42,165
Mentoring Coordinator - Deering	42,165

Americorp	19,000
0.50 ELL Teacher - Lincoln	32,500
1.0 ELL Ed Tech - Moore	40,000
1.0 ELL Ed Tech - King	40,000
0.20 Social Worker	9,768
Seal of Biliteracy	15,000
Restore 10% allocation	95,422
<u>Proficiency Grant</u>	<u>100,000</u>
TOTAL RECOMMENDED APPROPRIATION	\$712,351

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED: Usage of a portion of the additional State of Maine education subsidy in a manner consistent with the School Board recommendation and consistent with requirements of City Council order 234A-16/17 requiring City Council approval for any appropriation of additional funds received.

V. FINANCIAL IMPACT: The expenditures are offset by the additional FY18 revenue received from the State of Maine. The FY19 education subsidy has been projected to be even higher. The additional \$1M of funds received from the State of Maine will be used for future tax relief.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

VII. RECOMMENDATION: Staff recommends that the Council adopt the resolution.

VIII. LIST ATTACHMENTS – Memo from Alicia Gardiner – Executive Director of Budget and Finance – Portland Public Schools

<http://www.portlandmaine.gov/AgendaCenter/ViewFile/Item/5425?fileID=27452>

Prepared by: Brendan T O'Connell

Order 96-17/18
Sat 19 11-6-17

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 A LICENSE
AT 20 THAMES STREET
TO ESSEXNORTH PORTLAND LLC**

ORDERED, that a revocable utility license at 20 Thames Street is hereby granted to EssexNorth Portland LLC. 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.

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

DATE: October 26, 2017

SUBJECT: License Agreement for Occupation of Air Space – 20 Thames Street

SPONSOR: Portland Planning Authority

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ Final Action 11/06/2017

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

PRESENTATION: Stuart O'Brien, City Planning Director

I. ONE SENTENCE SUMMARY

This request is for the City to grant a license to EssexNorth Portland, LLC, owner of the property at 20 Thames Street, to allow for the construction of balconies that project over the public right-of-way for the approved mixed-use development known as "20 Thames Street" which consists of 28 condominium units and approximately 4,600 square feet of ground floor commercial space.

II. AGENDA DESCRIPTION

The property at 20 Thames Street is partially located within an established historic district which requires that development proposals be reviewed and approved by the Historic Preservation Board for conformity with applicable design standards for new construction as listed under Chapter 14, Article IX, Historic Preservation, of the Land Use Code. The Historic Preservation Board unanimously voted 5-0 (Pollard, Wood absent) to approve a Certificate of Appropriateness application for the design of this project on January 18, 2017.

This proposal included projecting balconies which extend into the airspace over the public right-of-way for Thames Street. Given that the design of a building located within a historic district falls under the purview of the Historic Preservation Board, at time of site plan approval for this project on September 14, 2017, the Planning Authority added a condition of approval in support of the Historic Preservation Board's decision which requires that the applicant secure a license with the City to occupy air space over a public right-of-way and provide a fair market-value contribution for said occupation to the City's Housing Fund.

The proposal consists of four balconies; two measuring 19' 8" in length and two measuring 22' 4" in length, with the projection of each measuring 4' feet into the public right-of-way. The total

square footage of this space is 337.06 square feet. A contribution of \$7,500 for the 337.06 square feet of occupied space is being requested, which would be paid into the City's Housing Fund. This rate was determined at a factor of 25% of the per square foot value of the lot multiplied by the proposed balcony area.

III. BACKGROUND

Current license protocol, typically reserved for the installation of various building elements such as building footings, canopies and awnings within the public right-of-way, does not require that license requests go before the City Council for approval. These license requests are approved administratively by Corporation Counsel and the Director of Finance and are then recorded and kept on file with the City. Projecting balconies constitute what is considered to be "living space" and as such requires that a fair market-value contribution be provided for occupation of this space. In reviewing this license request, the City's Corporation Counsel in consultation with the Planning Authority requested that the City Council approve this request based upon precedent.

The City Council undertook a similar process for the project at 118 Congress Street, which had requested the right to construct several box bays and open decks projecting over the public sidewalk on both Congress Street and St. Lawrence Street. The applicant for that license was the then property owner, Ed Theriault of EMT, LLC. In support of this request, the Planning Board provided a letter to the City Council enumerating its rationale for approving this project based upon site configuration, building design and surrounding context. As stated in this correspondence, "The Planning Board recommends that in cases where a license enables the creation of valuable real estate floor area, the City Council consider a policy of recouping that value in the issuance of such licenses." This request was approved 7-1 (Donoghue) by the City Council on February 24, 2014 (Leeman absent).

Attachments 9 and 10, which respectively consist of the draft license agreement and associated exhibit showing the dimensions of balcony projections, have been reviewed and edited by Corporation Counsel for final review by the City Council.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The requested license agreement supports the Council's goal of implementing policies to capitalize the Housing Fund, specifically by enacting a fair-compensation mechanism to recapture the value of air rights and convey those funds into the City's Housing Fund.

V. FINANCIAL IMPACT

There is no financial impact on the City.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

As stated previously, the design of the project was reviewed and approved by the Historic Preservation Board on January 18, 2017, with additional revisions being approved administratively by staff on September 22, 2017. The Board's approval was based upon the proposed building's integration within the surrounding built environment, where it was felt that the building's zero lot line construction effectively compliments the existing setback of the

Grand Trunk Office Building located immediately west of this site, and its stepped back top floor maintains an appropriately scaled street wall when compared with the AC Hotel project, currently under construction just east of this site. This integration is further affected by the ground and second floor façade treatment, with varying materials being utilized to mediate between the lower base of the Grand Trunk Building and taller base of the hotel. It was further felt that building materials were appropriate for this district. Certificate of Appropriateness conditions of approval included; revising the fenestration and material palette at penthouse level to present a more unified and consistent appearance, lowering the height of the penthouse roof, utilization of light colored metals for visual consistency and provision of a signage plan. The Historic Preservation Board raised no concerns over the placement or projection of the proposed balconies.

Planning Staff, in review of the Level II site plan application, asked the applicant to either remove the proposed balconies or shift the building back so as to accommodate these balconies within the property limits. However, given that the Historic Preservation Board has jurisdiction over design review of buildings within a historic district, and that the Historic Preservation Board approved the building's design as proposed, the applicant is not obligated to revise their design.

VII. RECOMMENDATION

Based upon the Historic Preservation Board's approval of the 20 Thames Street building design, Level II Site Plan Approval dated September 14, 2017, and precedent with the project at 118 Congress Street, the Planning Authority recommends approval of this license agreement subject to the applicant providing a fair market contribution of \$7,500 for the 337.06 square feet of occupied space, and paid into the City's Housing Fund. This rate was determined at a factor of 25% of the per square foot value of the lot multiplied by the proposed balcony area.

VIII. LIST ATTACHMENTS

1. HP Staff Memo (January 18, 2017)
2. HP Decision Letter (February 14, 2017)
3. Planning Board Public Hearing Report (June 22, 2017)
4. Level III Subdivision and Conditional Use Approval Letter (June 30, 2017)
5. Level II Site Plan Approval Letter (September 15, 2017)
6. HP Final Approval Letter (September 22, 2017)
7. Corporation Counsel Review Email (September 26, 2017)
8. Planning Board Correspondence (February 3, 2014)
9. Draft License Agreement
10. License Agreement Exhibit

Prepared by: Matthew Grooms, Planner
Date: October 20, 2017

**HISTORIC PRESERVATION BOARD
CITY OF PORTLAND, MAINE**

**PUBLIC HEARING
20 THAMES STREET**

TO: Chair Benson and Members of the Historic Preservation Board

FROM: Deborah Andrews, Historic Preservation Program Manager

DATE: January 12, 2017

RE: January 18, 2017 Public Hearing

Application for: Certificate of Appropriateness for New Construction

Addresses: 20 Thames Street

Applicant: Portland Norwich Group LLC.
Represented by Ara Afandilian

Architect: David Lloyd, Archetype

Introduction

Architect David Lloyd is returning to the Board for final review and approval of plans for a new 6-story mixed use structure at 20 Thames Street. The parcel is located immediately east of the former Grand Trunk Railroad Office Building located at the corner of India and Thames. Mr. Lloyd is representing client Portland Norwich Group LLC., which controls most of the block bounded by India, Thames, Fore and Hancock Streets, except for the Grand Trunk building itself and the Portland Water district property at the block's northwest corner. The developer currently has a 19,315 square foot hotel building under construction at the east end of the block.

Mr. Lloyd and Portland Norwich Group representative Ara Afandilian presented preliminary plans for two new buildings at the Board's December 7th meeting, one facing India Street and the proposed structure at 20 Thames Street. Although the developer's long-term plans call for full build-out of the block, at this time he intends to move forward with the 20 Thames Street project only. Board members may recall that only a portion of the 20 Thames parcel falls within the boundaries of the Portland Waterfront Historic District—see maps below. Given its partial inclusion and the 100' compatibility rule under the site plan ordinance, the entire building is subject to design review by the Historic Preservation Board.



Applicant's overall development parcel



Vicinity map showing boundary of historic district

Board members will recall that Mr. Lloyd presented only general renderings of the subject structure at the December workshop session and that the north and east elevations were not shown in the materials provided. The enclosed submission is more comprehensive and includes a wall section, details and notations regarding material specifications. Staff has asked that material samples and finishes be provided at the meeting.

Note that a number of design details have been modified since the workshop session. Some of the changes are described in the written narrative provided by Mr. Lloyd. This report identifies other changes as well.

Copies of the 12/7 renderings are enclosed for reference purposes. (See ATTACHMENT 3)

Development Context

The development parcel at 20 Thames Street is located at the transition between the historic streetscape of Commercial Street and Thames Street, which was created as an extension of Commercial St. several years ago. As a new street extension, Thames Street does not have a strong, established development character from which to draw. As viewed from Thames Street, the subject development parcel is flanked by a secondary elevation of the Grand Trunk Office Building to the west and a 65' tall new hotel building with yellow brick exterior to the east. Pedestrian passageways separate the proposed building from its two neighbors. The enclosed Thames Street elevation shows the approved hotel design for reference.

Note that the very strong architectural consistency that defines the Old Port core of Commercial Street begins to fracture east of the Galt Block at the corner of Franklin and Commercial. Also, the Grand Trunk Building, given its orientation, relates more to India Street than to Thames. Given this fairly disparate context, compatibility factors for consideration are not as strong or consistent as they are on Commercial Street east of Franklin.

Proposed Building at 20 Thames Street

The proposed retail/residential structure is six stories, with the top story set back from the Thames Street elevation. The building exterior is mostly brown brick (a sample will be

provided at the meeting), with the ground floor clad in precast concrete. The building base is a single story closest to the Grand Trunk building, transitioning to a two-story base toward the east end. The two-story base corresponds to the base height of the hotel next door.

The upper floors are fairly symmetrical in composition, with mulled groupings of windows at the two ends and large single punched openings at the center of the façade. Balconies project beyond the window groupings at the fourth and fifth floors.

At 77+ feet tall, the building is considerably taller than the 50' Grand Trunk Building and 12 feet taller than the new hotel next door. The additional height is mitigated by the fact that the top floor is set back 15 from the front façade. An overhanging canopy is supported at both ends by diagonal braces. The setback provides space for a continuous deck at the top floor level. The shift in the exterior cladding on the top floor also serves to set this floor apart from the balance of the building. Nichiha, a fiber-cement product in a "vintage wood" style, is proposed for the siding at the top floor. The finish simulates natural wood and a vertical installation pattern is proposed.

The floor-to-ceiling height of the top floor is shown as 13' tall (the residential floors below are 12'6"). The *apparent* height of the top floor, however, is considerably taller as viewed from Thames Street, as the roof structure pitches up toward the street. While the overall building height is calculated at 77 feet, the roof pitch adds another 4 feet to the height of the top floor as viewed from Thames Street.

On the west elevation, next to the Grand Trunk Building, the defined building base and cement board siding on the top floor shown on the front façade return around the corner a considerable distance, providing a sense of depth and visual continuity with the front façade. From this point the west elevation transitions to metal siding, shown in a dark finish. This material serves as a narrow "hyphen" between the brown brick on the front portion of the building and the yellow brick on the rear. Note that the metal siding extends across the balance of the top floor. Alternating window types mark this elevation.

The east elevation, which faces the new hotel, repeats the building vocabulary established on the front façade. Note that the large windows at the top floor level continues for two bays on the east elevation.

A depiction of the north elevation is provided with this submission, however the faceted concave wall facing the circular drive at the interior of the lot is not shown, however. As noted above, the north elevation is clad in yellow brick. This material choice is proposed to respond to the material palette of the hotel across the circular drive.

Summary of Board's Preliminary Review, Subsequent Design Revisions

At the December 7th workshop Board members appeared generally supportive of the preliminary design scheme for 20 Thames Street. Indeed, the Board focused most of its commentary on the proposed design for 5 India, no doubt because of the more sensitive design relationship with the abutting Grand Trunk building. Also, comment was limited by the fact that only two of the proposed structure's building elevations were included in the preliminary submission and few details were provided.

The one aspect of the design that generated some comment was the height of the top floor as viewed from Thames Street. Some members of the Board suggested that the height be adjusted to be less exaggerated in relation to the height of other upper floors.

Additional Information Provided, Design Revisions following 12/7 Workshop

The enclosed submission includes all four building elevations. It does not, however, include an elevation of the concave wall facing the circular drive at the interior of the lot. The elevations are now annotated to show proposed building materials, window products, etc. A wall section for the Thames Street elevation is provided, as well as typical window details. Other details, such those for the storefront canopies and the roof supports for the projecting canopy at the roofline have not provided. While window and door specifications have not been provided, staff understands that material samples and specifications will be available at the meeting. Also, the proposed site treatment for the area between the Grand Trunk and new building is not shown in the submission. These will be needed for final approval.

Mr. Lloyd has provided a list of design revisions made since the December 7 workshop—see ATTACHMENT 1. In the memo, he indicates that the upper roof has been lowered in response to Board comments. Given that no dimensions were provided with the previous submission, it is difficult to assess the degree to which this detail has been revised in the final submission. Based on the renderings, it does not appear to have changed significantly. The Board may wish to ask for clarification on the revision.

Although not included in Mr. Lloyd's list of design revisions, the west elevation of the building has been revised substantially. Where the original scheme showed the material palette of the Thames Street façade wrapping around the corner of the building for a short distance, the treatment now extends fully half the depth of the building.

Also new to this submission is the proposed introduction of Nichiha in a style intended to simulate wood siding.

Staff Comments

The Board will be reviewing the proposed design solution for its conformance with the historic preservation ordinance's Standards for New Construction, which encourage compatibility with surrounding development. As described in the *Portland Historic Resources Design Manual*, "compatibility refers to the recognition of patterns and characteristics which exist in a given setting, and a responsiveness in new design or renovation which respects these established patterns and characteristics."

As noted in the introduction, only a portion of the proposed building at 20 Thames is located within the Portland Waterfront Historic District boundary. For all intents and purposes, the district terminates with the Grand Trunk Railroad Office Building. Moving east from the proposed development, there are no historic structures and it is likely that the entire land-side frontage of Thames Street will be redeveloped in the future. Also, allowable building heights in this area are more generous than on India Street.

Although the proposed structure is considerably taller than the abutting Grand Trunk Building, the Grand Trunk is oriented towards India, not Thames. This fact makes the height relationship between the two buildings a bit less sensitive than might otherwise be the case. Also, the street wall of the proposed building is 64' tall and achieves its full 77' height only with a substantial setback from this streetwall. The proposed building also relates to the 65' height of the approved hotel building to the east. For these reasons, staff is fairly comfortable with the height as proposed.

The stepped base of the building is an effort to mediate between the lower base of the Grand Trunk Building and the taller base of the hotel.

Two aspects of the final proposed design might warrant further consideration. Although staff understands that the pitched roof on the top floor has been adjusted to make the height of this floor less exaggerated, further adjustment might be appropriate. Staff also questions whether the proposed use of Nichiha—in a style and installation pattern that simulates vertical natural wood siding—is the most appropriate material selection in this context. While its use is very limited on the building's front façade, the material is more prominent on the side elevations.

Finally, given the fact that some details have yet to be provided, the Board will need to decide whether a final decision on the project can be made. If so, should the Board review these details or is staff review acceptable?

Applicable Review Standards

Standards for Review of New Construction

Building characteristics used to gauge compatibility of new construction in an existing context:

Scale and Form

Height

Width

Proportions of principal facades

Roof Shapes

Scale of the structure

Compositions of Principal Facades

Proportion of Openings

Rhythm of solids to voids in facades

Rhythm of entrance porch and other projections

Relationship of materials, texture and color

Presence of signs, canopies and awnings

Relationship to the Street

Walls of continuity

Rhythm of spacing and structures on streets

Directional expression of principal elevations

Attachments

1. Letter from David Lloyd
2. Final submission, including general site plan, perspective views, massing model, floor plans, annotated elevations, wall section and details.
3. Renderings from 12/7 workshop

Att. 1

A R C H I T E C T Y P E

January 12, 2017

Deb Andrews
Historic Preservations Program Manager
Portland City Hall
389 Congress Street
Portland, ME 04101

RE: Portland Gateway – Thames Street

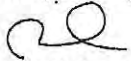
Dear Ms. Andrews,

Since our last presentation to the board we have modified and expanded on our information per the following list.

1. The upper roof, south face looking out over the water has been lowered per boards comments.
2. The railing details on upper deck have been simplified and now detailed.
3. The northern elevations of the building are now defined with material, color and massing.
4. Area identified on roof for HVAC equipment.
5. Details for brick veneer, window sills and headers detailed.
6. Exterior materials all called out as brick, Precast, metal panels and Nichiha, please refer to elevations.

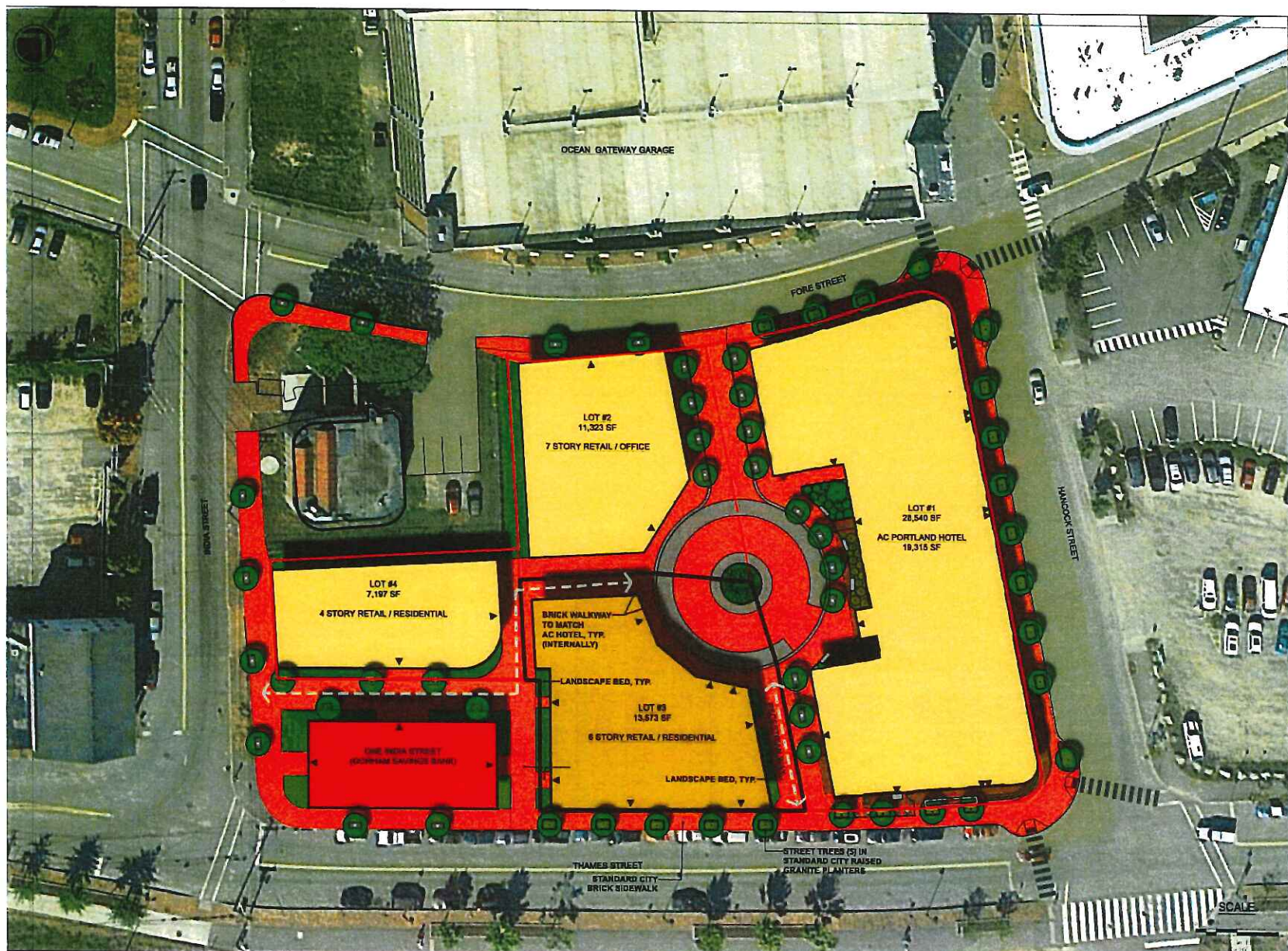
We look forward to our presentation to the board.

Respectfully Submitted,



David Lloyd
Maine Licensed Architect

ATT. 2
FINAL PLANS,
ELEVATIONS,
DETAILS!



RANSOM
Consulting
Engineers
and Scientists
300 Commercial Street, Suite 201
Portland, ME 04101
TEL: (603) 773-2891
FAX: (603) 773-2816
www.ransom-engineers.com

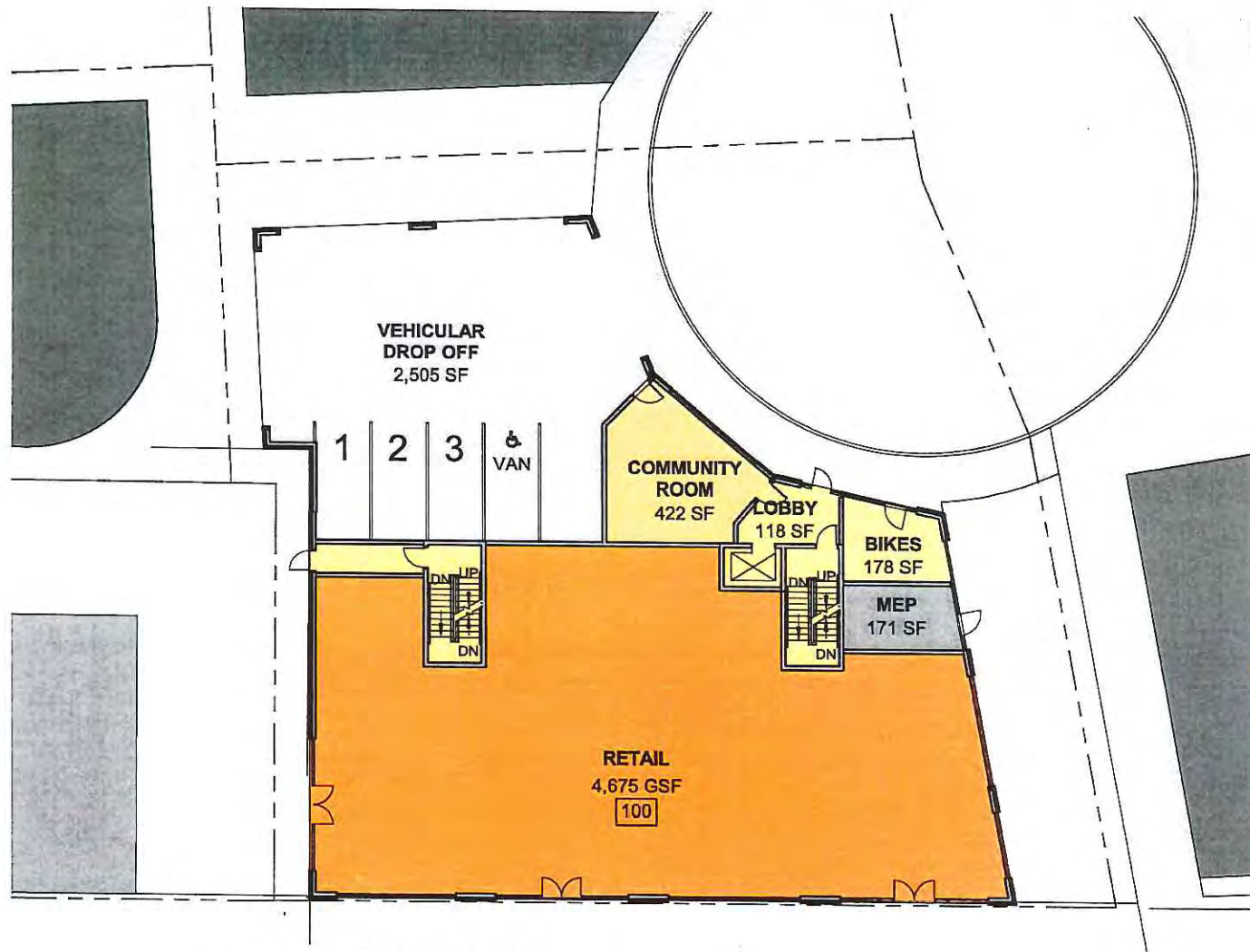
20 THAMES STREET
BUILDING

1	HP REVIEW	01.10.17
No.	Revision/Issue	Date
Author	MAP/PC	Checked By PC
Drawn By	MAP	Reviewed By PC
Project	150.06064	Date FEBRUARY 2016
Sheet No.	C-100	
	Scale 1" = 60'	









1 | 1ST FLOOR

1/16" = 1'-0"

0 4'-0" 8'-0" 16'-0" 32'-0"

THAMES STREET BUILDING

20 Thames Street, Portland Maine

ARCHETYPE
architects

JAN. 9, 2017

48 Union Wharf Portland, Maine 04101

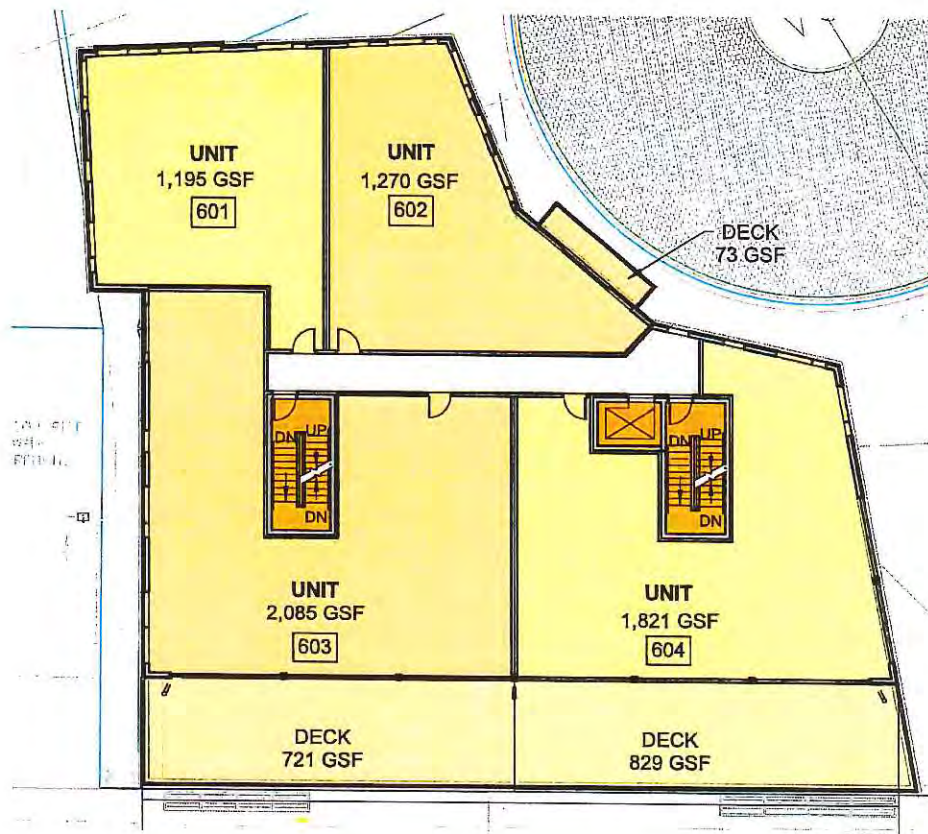


THAMES STREET BUILDING

20 Thames Street, Portland Maine



JAN. 9, 2017 48 Union Wharf Portland, Maine 04101



1 | 6TH FLOOR

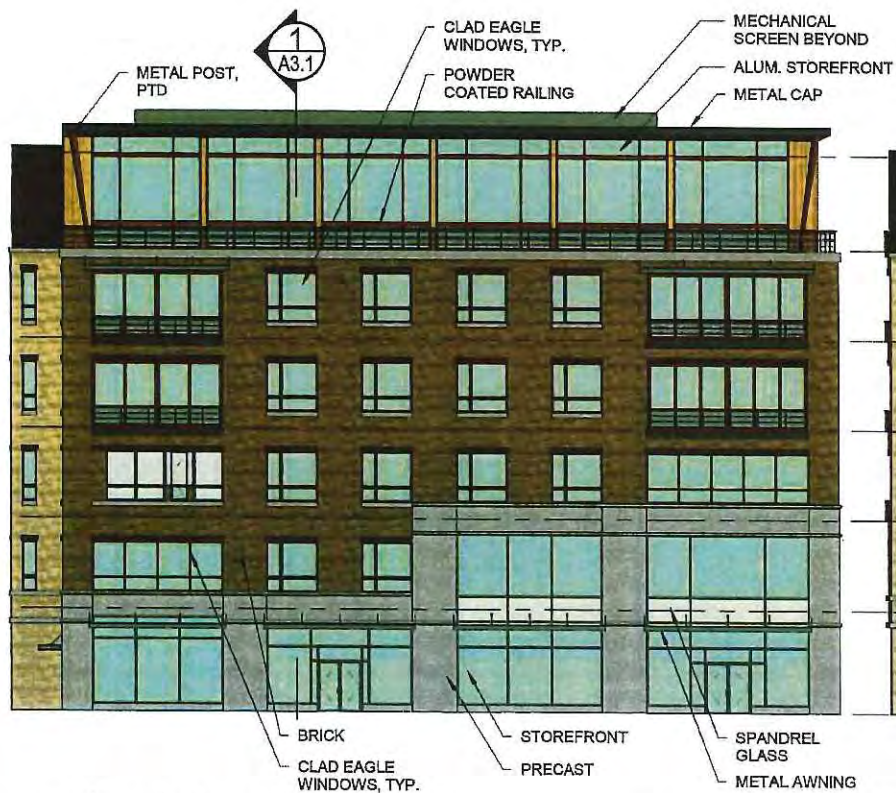
1/16" = 1'-0" 0 4'-0" 8'-0" 16'-0" 32'-0"

THAMES STREET BUILDING

20 Thames Street, Portland Maine

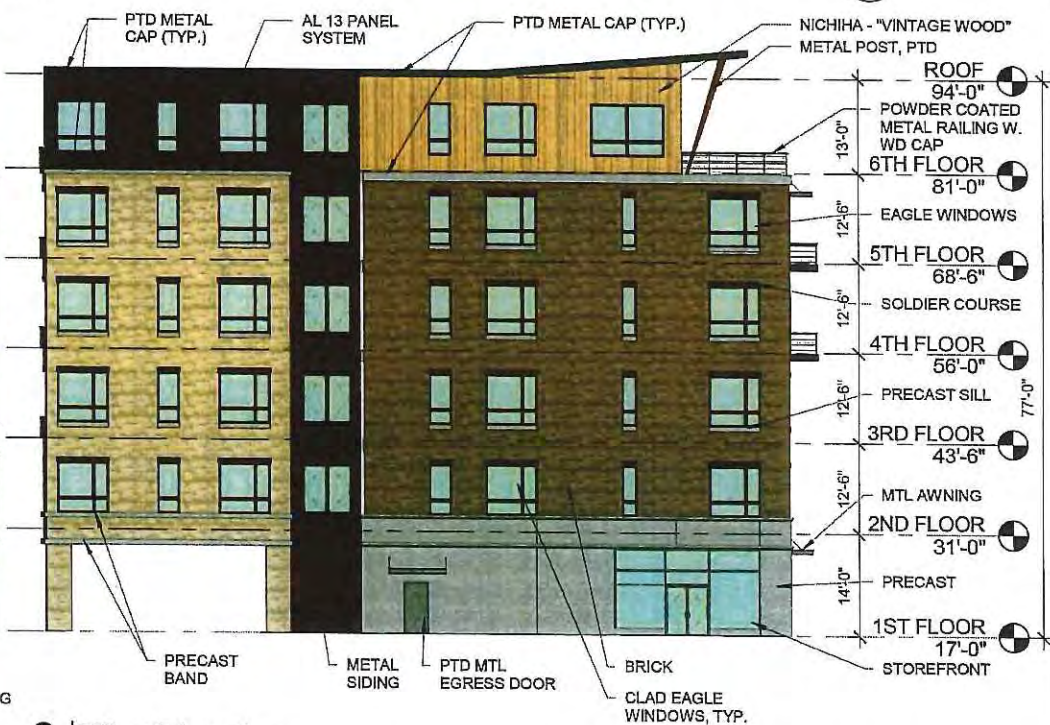


JAN. 9, 2017 48 Union Wharf Portland, Maine 04101



1 | South Elevation

1/16" = 1'-0"



2 | West Elevation

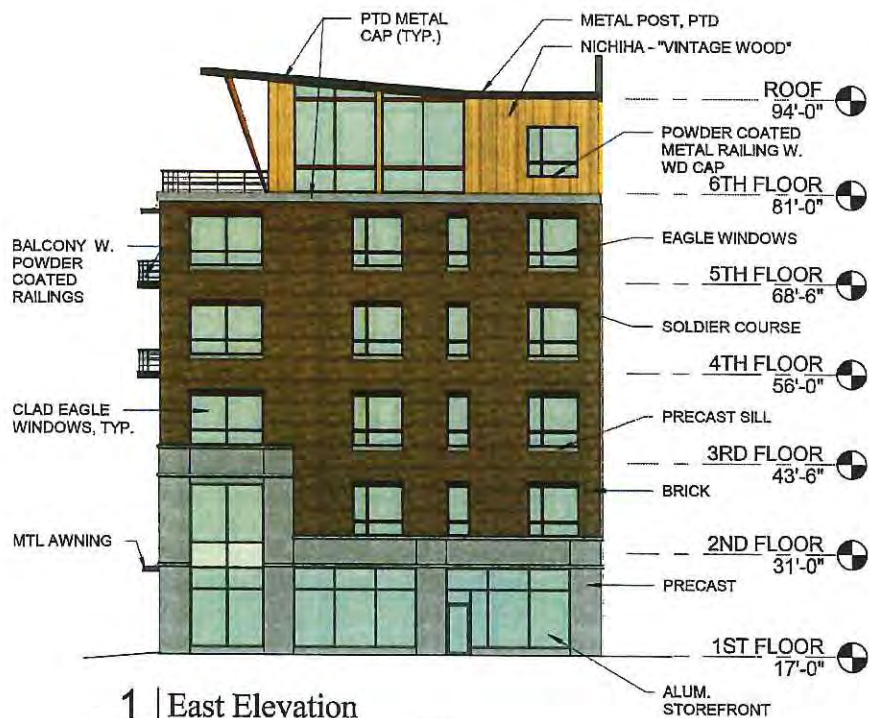
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THAMES STREET BUILDING

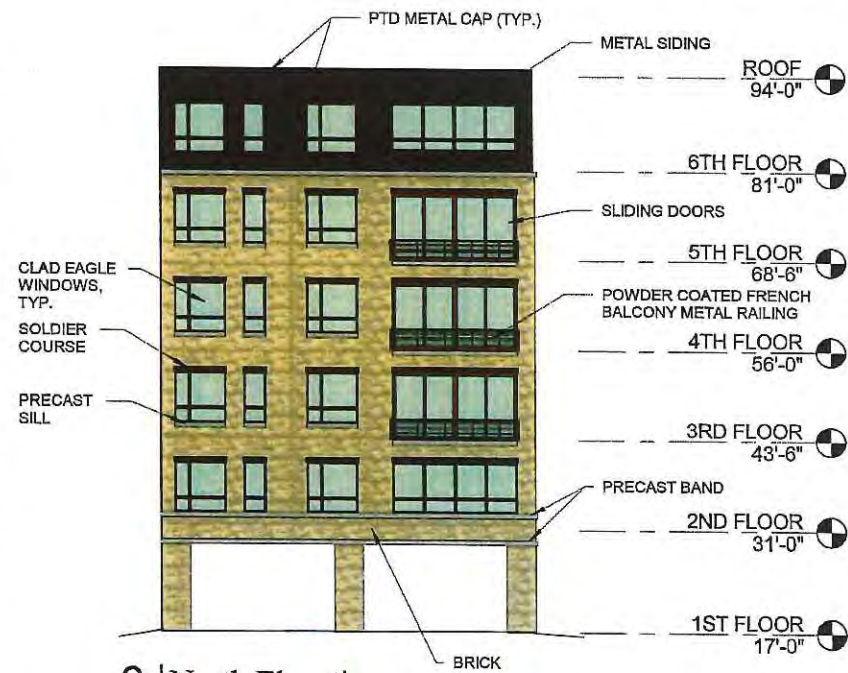
20 Thames Street, Portland Maine



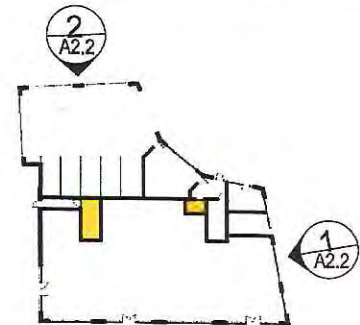
JAN. 9, 2017 48 Union Wharf Portland, Maine 04101



1 | East Elevation
1/16" = 1'-0"



2 | North Elevation
1/16" = 1'-0"

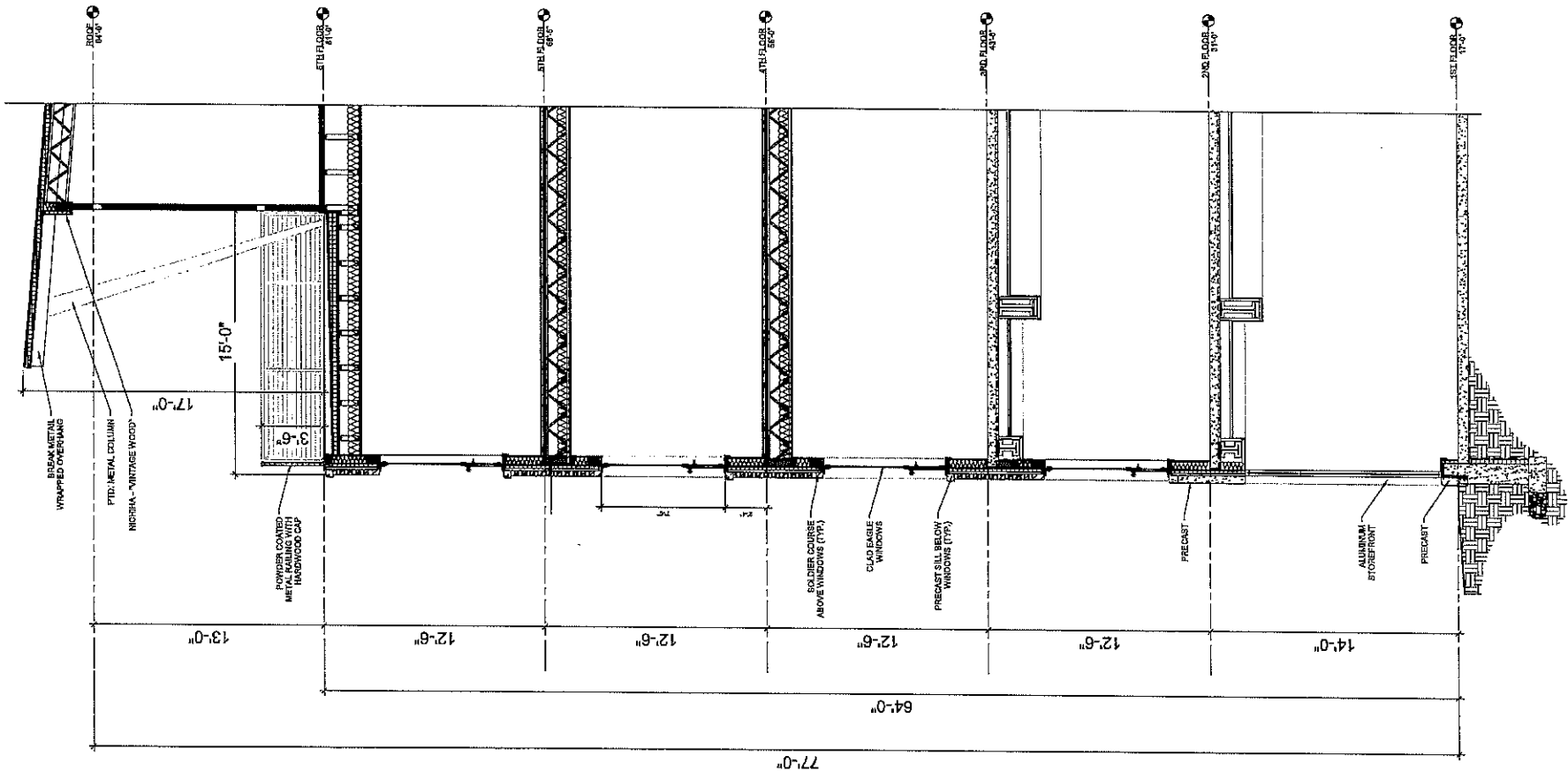


THAMES STREET BUILDING

20 Thames Street, Portland Maine



JAN. 9, 2017 48 Union Wharf Portland, Maine 04101



1 WALL SECTION
3/8" = 1'-0"

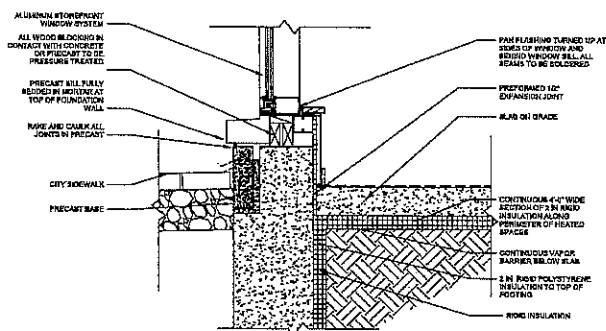
THAMES STREET BUILDING

20 Thames Street, Portland Maine

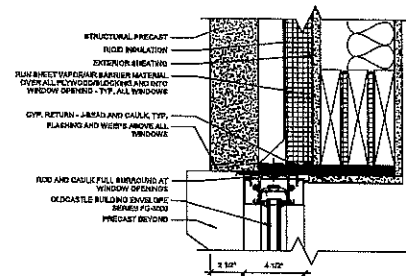
JAN. 9, 2017

A3.1

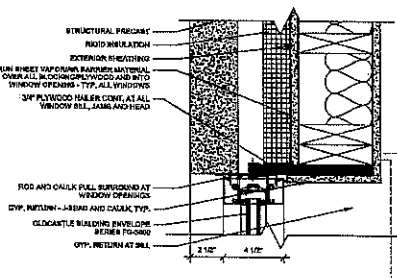




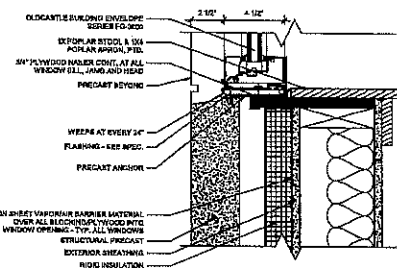
4 | TYPICAL STOREFRONT SILL
1 1/2" = 1'-0"



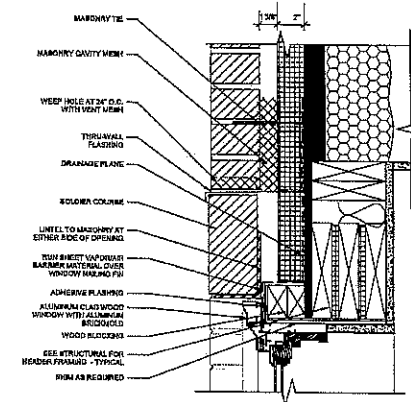
7 | TYP. WINDOW HEAD SECTION AT PRECAST WALL
3" = 1'-0"



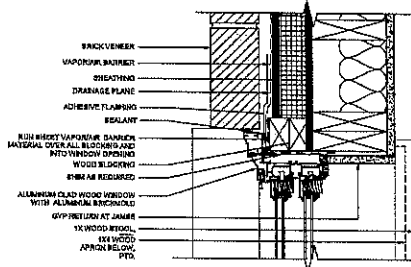
6 | TYP. WINDOW JAMB DETAIL AT PRECAST WALL
3" = 1'-0"



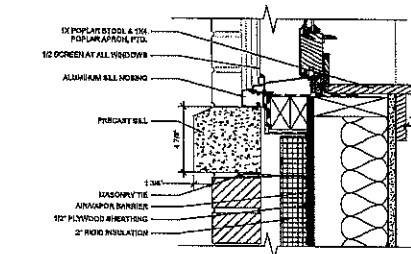
5 | TYP. WINDOW SILL DETAIL AT PRECAST WALL
3" = 1'-0"



3 | WINDOW HEAD AT BRICK
3" = 1'-0"



2 | WINDOW JAMB AT BRICK
3" = 1'-0"



1 | WINDOW SILL AT BRICK
3" = 1'-0"

Date: JAN. 9, 2017	Scale: As indicated	Project: THAMES STREET BUILDING	Architect:  14 Union Street Portland, Maine 04101 P.O. Box 10000 Portland, ME 04112 PPT@ARCHETYPE-PORTLAND.COM	Consultant:		Prepared For: Owner: Address: City, State
DETAILS						
A5.00						

ATT. 3
RENDERINGS
PRESENTED AT
12/7 WKSHD.



Thames Street Elevation
Portland, Maine



ARCH
arc





ARCHETYPE
architects

CITY OF PORTLAND, MAINE

HISTORIC PRESERVATION BOARD

Scott Benson, Chair
Bruce Wood, Vice Chair
Glenn Harmon
Robert O'Brien
Penny Pollard
Julia Sheridan
John Turk

February 14, 2015

Ara Afandilian
Portland Norwich Group LLC
2330 Palm Ridge Road
Unit 10 #305
Sanibel, Florida 33957

Re: Proposed New Construction, 20 Thames Street

Dear Mr. Afandilian,

On January 18, 2017, the City of Portland's Historic Preservation Board voted 5-0 (Pollard, Wood absent) to approve your application for a Certificate of Appropriateness for new construction at 20 Thames Street.

Approval was made subject to the following conditions:

- Fenestration and material palette at penthouse level to be revised to present a more unified, consistent appearance.
- Height of penthouse roof to be lowered. (Penthouse was found to be disproportionately tall.)
- Where metal is shown on the building exterior, metal to be light to reduce visual contrast.
- Applicant to provide master signage plan to serve as template for future individual sign applications.
- Final plans incorporating design/material revisions and additional information listed above to be submitted to Historic Preservation staff for final review and approval.
Revised drawings to be distributed to HP Board for comment.

Construction to be carried out as shown on the plans and specifications submitted for the 1/18/17 public hearing, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Andrews". The signature is stylized with a large, looped initial "D" and a cursive script for the rest of the name.

Deborah Andrews
Historic Preservation Program Manager

Cc: David Lloyd, Archetype Architects

PLANNING BOARD REPORT PORTLAND, MAINE



20 Thames Street
Mixed-Use Residential and Commercial Development
Level III Site Plan & Subdivision & Inclusionary Zoning Review
2017-063 and 2017-064
Essex North Portland, LLC

Submitted to: Portland Planning Board	Prepared by: Matthew Grooms. Planner
Date: June 16, 2017	CBLs: 19-B-20
Public Hearing Date: June 22, 2017	Project #: 2017-063 and 2017-064

I. INTRODUCTION

Essex North Portland, LLC has requested a final site plan, subdivision, conditional use and inclusionary zoning review for a six-story mixed-use commercial and residential development at 20 Thames Street. The proposed 48,434 SF development includes structured parking and two retail spaces on the ground floor and 28 residential units on the upper floors. The proposal is also subject to the Inclusionary Zoning Ordinance and is in the India Street Historic District.

This development is subject to Level II Site Plan for compliance with the standards of the India Street Form Based Code and Site Plan ordinance. The design review and approval is through the Historic Preservation Board. The Planning Board is only reviewing the Level III Subdivision and compliance with Division 30 (inclusionary zoning).

A total of 177 notices were sent to property owners within 500 feet of the site and a legal ad ran in the *Portland Press Herald* on June 12th and 13th 2017.

Applicant: Ara Aftandilian, Essex North Portland, LLC

Consultants: Pat Carroll, Carroll & Associates; Maureen McGlone, Ransom Consulting Engineers; John Swan, Owen Haskell, INC; David Lloyd, Archetype Architects; Lee Lowry, Jensen Baird Gardner Henry

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Site Plan Level II (staff review/approval)	<i>Section 14-526</i>
Certificate of Appropriateness (HP Board)	<i>Section 14-650-659</i>
Subdivision Level III (Planning Board)	<i>Section 14-497</i>

III. PROJECT DATA

Existing Zoning	IS-FBC
Existing Use	Undeveloped/Temporary Parking/Construction Staging
Proposed Use	Mixed-Use Residential and Commercial Retail
Proposed Development Program	28 condominium units (4 1-bedroom, 23 2-bedroom, 1 3-bedroom) + 2 retail spaces (totaling 4,600 SF)
Parcel Size	13,580 SF

	<i>Existing</i>	<i>Proposed</i>	<i>Net Change</i>
Building Footprint	N/A	8,772 SF	8,772 SF
Building Floor Area	N/A	48,434 SF	48,434 SF
Impervious Surface Area	13,580 SF	13,374 SF	-206 SF
Parking Spaces (on-site)	0	4 (Structured)	4
Parking Spaces (off-site)	0	64 (Ocean Gateway Garage)	64
Bicycle Parking Spaces	0	11 (Interior Bike Room)	11

Estimated Cost of Project	\$10,000,000.00
---------------------------	-----------------



Figure 1: Project Location

IV. BACKGROUND & EXISTING CONDITIONS

20 Thames Street lies midblock between India Street and Hancock Street with frontage on Thames Street, across the street from Ocean Gateway Pier. At present, much of the existing block is undeveloped, with the exception of the Gorham Savings Bank building and Portland Water District structure, both located to the west along India Street. This project represents the second proposal under the Portland Gateway Master Plan, the first being the recently approved Portland AC Hotel, currently under construction to the east of the proposed site. The current uses are surface parking lot and staging area for the construction of the Portland AC Hotel. The project, located in the India Street Historic District, requires brick sidewalks and Commercial Street light poles. Street trees and street lighting shall be added to contribute to the improvement of India Street as the main street. The overall impervious surface is slightly reduced.

The site is zoned India Street Form-based Code Zone with an Urban Transitional (UT). The site is in the India Street Historic District and is subject to Historic Preservation design review to obtain a Certificate of Appropriateness. This property's location with close proximity to India Street, serves as an important transition from the Urban-Active (UA) Subdistrict as found along India Street to the surrounding Urban Neighborhood (UN) Subdistricts. Properties located in the Urban Transitional (UT) Subdistrict, are intended to encourage higher density, mixed-use building types that accommodate any use. Streetscapes within this subdistrict may be less active than the UA subdistrict with wide sidewalks, street trees, and setbacks providing relief from large building masses.

V. PROPOSED DEVELOPMENT

The applicant proposes to construct a six-story mixed-use infill project consisting of two ground floor commercial spaces totaling 4,600 square feet and 28 condominiums on the upper floors with 107 feet of frontage along Thames Street. Retail spaces are accessible via entrances located on Thames Street. Structured parking would occupy the rear portion of the ground floor, with car and resident access located to the rear of the building, accessible via a shared access easement/driveway with associated curb cut on Fore Street. Vehicular parking for four cars would be provided

in the structure situated behind the retail space and an additional 64 parking spaces have been leased at the Ocean Gateway Garage located across Fore Street from this subdivision.

New brick sidewalks, street lighting, and four street trees are proposed on Thames Street. The additional 24 street trees required of this development will be made a condition for approval of the Level II site plan. The site lighting shall be provided by new Commercial Street fixtures and additional lighting is provided by the building lighting (*Plan 20*). The landscape plan (*Plan 20*) also includes low landscaping along the westerly face of the building.



Figure 2 – Thames Street Building Rendering

VI. PUBLIC COMMENT

One written comment was received by the Planning Office and has been included with this report (*Attachment 4*). This comment is specifically in regards to the traffic impact that this development would have on the India Street and Fore Street intersection. The traffic impact of this development is being considered separately under the Level II site plan review, and the city's consulting traffic engineer, Tom Errico, has indicated his approval of the applicant's traffic impact analysis (*Attachment 2*).

Material regarding the neighborhood meeting shall be provided by the applicant. Submission of this material has been drafted as a condition for approval.

VII. RIGHT, TITLE, & INTEREST

The applicant's submittal includes the purchase and sale agreement dated March 17, 2017 between Portland Norwich Group and EssexNorth Portland LLC, and deed as evidence of right, title, and interest.

VIII. FINANCIAL & TECHNICAL CAPACITY

The estimated cost of the development has not been provided. The applicant has submitted a letter from Androscoggin Bank indicating that their intent to consider financing for the project. (*Attachment O*).



Figure 3 – Zone

IX. ZONING & LEVEL II SITE PLAN

The project is in the India Street Form-based Code zone and is located midblock on Thames Street between India Street and Hancock Street. The property falls within the Urban Transitional (UT) Subdistrict. The total project area is under 50,000 square feet and is therefore subject to Level II Site Plan review which is a staff level review and approval. Site Plan review includes review of zoning and site design such as landscape, traffic, stormwater, and parking. The project is under review as a Level II Site Plan.

IX. DESIGN REVIEW – INDIA STREET HISTORIC DISTRICT

The project is in the India Street Historic District. As new construction, a Certificate of Appropriateness is required and the design review is conducted by the Historic Preservation Board according to the Historic Preservation Review Standards. The project was approved with conditions on Wednesday, January 18th 2017 (*Attachment 3*).

X. SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (*Section 14-496*)

The applicant has provided a subdivision plat for review by the city's surveyor. Finalizing this plat per *Section 14-496* has been included as a condition of approval. In addition, the project includes condominium units. As such, condominium documents have also been included as a condition of approval. Staff have identified that the applicant should provide a 20-foot-wide public access easement connecting Thames Street with Fore Street in order to achieve the required mid-block permeability which would allow the applicant to construct the proposed building up to 77 feet in height as is shown in the plans. This is stipulated under Section 14-275.6(b)(1)(c).

In the submittal, the applicant proposes the following easements and licenses:

- Access, Drainage and Utilities Easement, which would allow for utilities to be brought into the subject property from India Street.
- License from the City of Portland to construct or install canopies/awnings, decks, foundation footings, and the sewer backwater valves along Thames Street.

All easements and licenses have been suggested as conditions for approval.

XI. SUBDIVISION REVIEW

(14-497(a). Review Criteria)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's subdivision ordinance. Staff comments are below and in *Attachments 1-3*.

1. Water, Air Pollution

The project is not anticipated to result in undue air or water pollution.

2 & 3. Adequacy of Water Supply

The plans show water service from an 8" fire main and 10" water main in Thames Street that connect with a 6" line servicing this site. A copy of the applicant's application to the Portland Water District has been received. Receipt of a copy of the approval letter shall be included as a condition for approval. (*Attachment W*).

4. Soil Erosion

No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated.

5. Impacts on Existing or Proposed Highways and Public Roads

The applicant has provided a traffic and transportation analysis (*Attachment S*). Tom Errico, the city's consulting traffic engineer, has reviewed the study and provided comments (*Attachment 2*), which states the project is not expected to cause unreasonable highway or public road congestion or unsafe conditions.

6. Sanitary Sewer/Stormwater Disposal

An 8-inch sewer line is proposed to service the building and would outlet to India Street. An 8-inch roof drain is proposed and will outlet to Newbury Street. No grease trap is proposed; in the event that a future retail tenant includes a restaurant use, one will be required. The applicant has submitted a wastewater capacity application to the Department of Public Works. Receipt of a copy of the approval letter has been drafted as a condition for approval.

7. Solid Waste

The applicant has proposed a trash and recycling room on the ground floor in the structured parking area and has indicated that residents are responsible for engaging a waste management contractor to provide waste removal service. The project is not anticipated to cause an unreasonable burden on the ability of the city to dispose of solid waste (*Attachment X*).

8. Scenic Beauty

This proposal is not deemed to have an adverse impact on the scenic beauty of the area. The project is within historic district and the Historic Preservation Board approved the proposal with conditions (*Attachment 3*).

9. Comprehensive Plan

India Street Sustainable Neighborhood Plan

This newly adopted neighborhood plan includes the following goals and principles which are met by this proposal:

Goal – Vitality – The project adds 28 new units bringing more people to the neighborhood

Principle 4: Mixed-Use Neighborhood – As a new mixed-use project, the mixed-use aspect of the project is continued and strengthened.

Principle 6: Retail Corridors – The project adds two new retail spaces to the India Street Neighborhood, the main street of the neighborhood identified as a commercial corridor to be strengthened.

Principle 7: Guided Growth – The project provides dense residential development within the India Street neighborhood, one of the areas identified as potential growth and infill development sites.

Principle 8: Form of Development – High residential density, maintaining the pedestrian-scale blocks, continuous

sidewalks, and street-oriented buildings – these concepts are all included in the project.

Incentives for Affordable Housing and Housing – Sustaining Portland’s Future

The city believes that it is in the public interest to promote an adequate supply of affordable housing for its residents. The proposed project is required under the newly adopted Division 30, Section 14-487, Ensuring Workforce Housing to provide at least 10% workforce housing units. As described below and in (*Attachment D*), the project will pay the fee-in-lieu rather than build the units on or off-site. In addition to the required affordable housing, the project adds 28 new residential units to the neighborhood and peninsula. The new housing stock is placed in a multi-modal neighborhood with good connections to several neighborhoods, offices, and services.

10. Financial and Technical Capacity

As noted above, the applicant has provided evidence of financial and technical capacity (*Attachment O and P*).

11. Wetland/Water Body Impacts

Project is not located within a watershed of any pond or lake or within 250 feet of any wetland, great pond or river.

12. Groundwater Impacts

There are no anticipated impacts to groundwater supplies.

13. Flood-Prone Area

Per the FEMA flood maps, the site is not located in a flood zone.

14. Wetland/Water Body Impacts

No potential wetlands within the proposed subdivision.

15. Wetland/Water Body Impacts

No river, stream or brook within or abutting the proposed subdivision.

(14-497(c) Conformity with Code) Any proposed subdivision shall be in conformity with all relevant provisions of this Code. Project is under review as a Level II Site Plan at the time of this public hearing to determine conformity with all relevant provisions of the Code. The project has also received approval with conditions for the Historic Preservation Certificate of Appropriateness (*Attachment 3*).

XII. INCLUSIONARY ZONING CONDITIONAL USE

Director of Planning and Urban Development, Jeffrey Levine, reviewed the Conditional Use for Affordable Housing application at 20 Thames Street. Conditional Use is authorized by Division 30, Section 14-487, Ensuring Workforce Housing, to secure the creation of Workforce Housing Units as part of new residential projects that propose 10 or more units. The ordinance 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. The project located at 20 Thames Street proposes the creation of 28 condominium units. Based on the total number of units the project will be required to provide at least two (2) workforce units.

The project has proposed to pay the fee-in-lieu to meet the requirements of this ordinance. The fee is \$100,000 per owed workforce unit. In this case, the amount owed is 10% of 29 units = $2.9 \times \$100,000$ or \$280,000 to be paid into the City’s Housing Trust Fund. By agreeing to pay the \$280,000 fee-in-lieu, the project has met the minimum requirements set forth in Section 14-487.

XIII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the planning board approve the Subdivision and Conditional Use for the proposed residential development at 20 Thames Street.

XIV. PROPOSED MOTIONS

A. SUBDIVISION

On the basis of the application, plans, reports, and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on June 22, 2017 for application 2017-063 relevant to the subdivision regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the subdivision standards of the land use code and **approves/does not approve** the application, subject to the following conditions of approval, which must be met prior to the signing of the plat:

1. The applicant shall submit a final subdivision plat for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority;
2. Prior to Certificate of Occupancy, the applicant shall provide condominium documents for review and approval by Corporation Counsel;
3. The applicant shall provide a copy of the wastewater capacity approval letter from the Department of Public Works;
4. The applicant shall provide a copy of the Portland Water District approval letter for water capacity;
5. The applicant shall provide drafts of all necessary easements for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority, with evidence of executed easements to be submitted prior to the issuance of a building permit, including but not limited to:
 - a. A public access easement shall be provided and shown on the plat that is within the required 20-foot wide mid-block permeability between buildings and connecting Thames Street with Fore Street, so as to qualify for the height bonus as stipulated under Section 14-275.6(b)(1)(c);
 - b. License from the City of Portland to EssexNorth Portland, LLC for canopies and or awnings and or decks extending into the public right-of-way.
 - c. License from the City of Portland to EssexNorth Portland, LLC for foundation footings on Thames Street
 - d. License from the City of Portland to EssexNorth Portland, LLC for sewer backwater valves along Thames Street;

B. INCLUSIONARY ZONING CONDITIONAL USE

On the basis of the application, plans, reports, and other information submitted by the applicant; findings and recommendations contained in the Planning Board Report for the public hearing on June 22, 2017 for application 2017-063 relevant to the Conditional Use as authorized by Division 30, Section 14-487 Ensuring Workforce Housing; and the testimony presented at the planning board hearing, the planning board finds that the Conditional Use **is/is not** in conformance with the standards of the land use code

and **approves/does not approve** the application, subject to the following conditions of approval:

- a. Provided the Applicant pays a fee of \$280,000 into the City's Housing Trust Fund before a Certificate of Occupancy may be issued.

XV. ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. Staff Review Comments (5/24/2017)
2. Traffic Engineer review (6/02/2017)
3. Historic Preservation Board Approval Letter (1/18/2017)
4. Public Comment
 - a. PCI: Paula Foley-Stelmack (5/13/2017)

APPLICANT'S SUBMITTALS

- A. Application Cover Sheet
- B. Table of Contents
- C. Cover Letter
- D. Response to City Review
- E. Application
- F. Location Maps
- G. Project Description
- H. Right, Title and Interest
- I. Parking Lease Assignment
- J. State and Federal Permits
- K. Zoning
- L. Easements
- M. Easements II
- N. Waivers
- O. Financial Capacity
- P. Technical Capacity
- Q. Construction Management
- R. Construction Management II
- S. Traffic
- T. Significant Natural Features
- U. Stormwater
- V. City Master Plans
- W. Utility Capacity Letters
- X. Solid Waste
- Y. Fire Safety
- Z. City Design Manual Standards
- AA. HVAC Equipment
- BB. Geotechnical Report
- CC. Site Lighting

PLANS

- Plan 1. Amended Subdivision Plat
- Plan 2. Subdivision Plan

- Plan 3. Rendering
- Plan 4. Commercial Street View
- Plan 5. Building Rendering from Thames Street
- Plan 6. Building Rendering from Courtyard
- Plan 7. Floor Plans
- Plan 8. Building Elevations
- Plan 9. Wall Section
- Plan 10. Window and Storefront Details
- Plan 11. Cover
- Plan 12. Existing Conditions Plan
- Plan 13. Site Plan
- Plan 14. Utility Plan
- Plan 15. Grading, Drainage and Erosion Plan
- Plan 16. Construction Details and Notes
- Plan 17. Construction Details I
- Plan 18. Construction Details II
- Plan 19. Construction Details III
- Plan 20. Landscape and Lighting
- Plan 21. Landscape Details
- Plan 22. Landscape Details II
- Plan 23. Photometric Plan

CITY OF PORTLAND, MAINE

PLANNING BOARD

Elizabeth Boepple, Chair
Sean Dundon, Vice Chair
Carol Morrisette
David Eaton
Brandon Mazer
Lisa Whited
Maggie Stanley

June 30, 2017

Ara Aftandilian
EssexNorth Portland, LLC
P.O. Box 394
Topsfield, MA 01983

Patrick Carroll
Carroll Associates
217 Commercial Street, Suite 200
Portland, ME 04101

Project Name: 20 Thames Street
Address: 20 Thames Street
Applicant: Ara Aftandilian
Planner: Matthew Grooms

Project ID: 2016-063, 2016-064
CBL: 019-B-020

Dear Mr. Aftandilian and Mr. Carroll:

On June 22, 2017, the Planning Board considered the project at 20 Thames Street for 28 residential units, 2 retail bays, and structured parking. The Planning Board reviewed the proposal for conformance with the standards of the Level III Subdivision Review and for Conditional Use Review to Ensure Workforce Housing. The Planning Board voted 5-0 (Eaton, Mazer absent) to approve the Subdivision application and 5-0 (Eaton, Mazer absent) to approve the Conditional Use application with the following waivers and condition(s) as presented below.

SUBDIVISION REVIEW

The Planning Board voted 5-0 that the plan is in conformance with the subdivision standards of the Land Use Code, subject to the following condition(s) of approval to be met prior to the signing of the plat and issuance of a building permit, unless otherwise stated:

1. The applicant shall submit a final subdivision plat for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority;
2. Prior to Certificate of Occupancy, the applicant shall provide condominium documents for review and approval by Corporation Counsel;
3. The applicant shall provide a copy of the wastewater capacity approval letter from the Department of Public Works;
4. The applicant shall provide a copy of the Portland Water District approval letter for water capacity;

5. The applicant shall provide drafts of all necessary easements for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority, with evidence of executed easements to be submitted prior to the issuance of a building permit, including but not limited to:
 - a. A public access easement shall be provided and shown on the plat that is within the required 20-foot wide mid-block permeability between buildings and connecting Thames Street with Fore Street, so as to qualify for the height bonus as stipulated under Section 14-275.6(b)(1)(c).
 - b. License from the City of Portland to EssexNorth Portland, LLC for canopies and or awnings and or decks extending into the public right of way;
 - c. License from the City of Portland to EssexNorth Portland, LLC for foundation footings on Thames Street;
 - d. License from the City of Portland to EssexNorth Portland, LLC for sewer backwater valves along Thames Street;

The approval is based on the submitted plans and the findings related to site plan and subdivision review standards as contained in Planning Report for application 2017-063 which is attached.

CONDITIONAL USE REVIEW

The Planning Board voted 5-0 that the plan is in conformance with Division 30, Section 14-487 Ensuring Workforce Housing of the Land Use Code, subject to the following condition(s) of approval to be met prior to the issuing of the Certificate of Occupancy:

1. Provided the applicant pays a fee of \$280,000 into the City's Housing Trust Fund before a Certificate of Occupancy may be issued.

STANDARD CONDITIONS OF APPROVAL

Please note the following standard conditions of approval and requirements for all approved site plans:

1. **Subdivision Recording Plat** A revised recording plat listing all conditions of subdivision approval must be submitted for review and signature prior to the issuance of a performance guarantee. The performance guarantee must be issued prior to the release of the recording plat for recording at the Cumberland County Registry of Deeds.
2. **Subdivision Waivers** Pursuant to 30-A MRSA section 4406(B)(1), any waiver must be specified on the subdivision plan or outlined in a notice and the plan or notice must be recorded in the Cumberland County Registry of Deeds within 90 days of the final subdivision approval).
3. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval

after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or the Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.

4. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Inspection Division.
5. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
6. **Subdivision Plan Expiration** The subdivision approval is valid for up to three years from the date of Planning Board approval.
7. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning Division and Public Services Department prior to the release of a subdivision plat for recording at the Cumberland County of Deeds, and prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.
8. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
9. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
10. **Department of Public Services Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
11. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the

Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.

12. **Mylar Copies** Mylar copies of the as-built drawings for the public streets and other public infrastructure in the subdivision must be submitted to the Public Services Dept. prior to the issuance of a certificate of occupancy.

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Matthew Grooms at 874-8725.

Sincerely,

Elizabeth Boepple, Chair
Portland Planning Board

Attachments:

1. Staff memos
2. Planning Board Report

Electronic Distribution:

CC: Jeff Levine, AICP, Director of Planning and Urban Development
Barbara Barhydt, Development Review Services Manager
Matthew Grooms, Planner
Philip DiPierro, Development Review Coordinator, Planning
Mike Russell, Director of Permitting and Inspections
Ann Machado, Zoning Administrator, Inspections Division
Jonathan Rioux, Inspections Division Deputy Director
Jeanie Bourke, Plan Reviewer/CEO, Inspections Division
Chris Branch, Director of Public Works
Katherine Earley, Engineering Services Manager, Public Works
Doug Roncarati, Stormwater Coordinator, Public Works
Greg Vining, Associate Engineer, Public Works
Michelle Sweeney, Associate Engineer, Public Works
John Low, Associate Engineer, Public Works
Jane Ward, Administration, Public Services
Rhonda Zazzara, Field Inspection Coordinator, Public Works
Jeff Tarling, City Arborist, Public Works
Jeremiah Bartlett, Public Works
Keith Gautreau, Fire Department
Victoria Morales, Corporation Counsel
Thomas Errico, P.E., TY Lin Associates
Lauren Swett, P.E., Woodard and Curran
Christopher Huff, Assessor
Approval Letter File

Portland, Maine



Yes. Life's good here.

Tuck O'Brien
City Planning Director, Planning Division

September 15, 2017

Ara Aftandilian
EssexNorth Portland, LLC
P.O. Box 394
Topsfield, MA 01983

Patrick Carroll
Carroll Associates
217 Commercial Street, Suite 200
Portland, ME 04101

Project Name: 20 Thames Street
Address: 20 Thames Street
Applicant: Ara Aftandilian
Planner: Matthew Grooms

Project ID: 2016-063, 2016-064
CBL: 019-B-020

Dear Mr. Aftandilian and Mr. Carroll:

On June 22, 2017, The Planning Board voted 5-0 (Eaton, Mazer absent) to approve the Subdivision application and 5-0 (Eaton, Mazer absent) to approve the Conditional Use application for ensuring workforce housing. On September 14, 2017, the Portland Planning Authority approved the Level II Site Plan for a new mixed-use residential and commercial project at 20 Thames Street for 28 residential units, 2 retail bays, and structured parking. The Planning Authority reviewed the proposal for conformance with the standards of the Site Plan Ordinance and India Street Form Based Code. This decision is based upon the application, documents and plans as submitted by the applicant, Ara Aftandilian of EssexNorth Portland, LLC and is subject to the conditions as presented below.

STORM WATER MANAGEMENT

Based upon the Planning Authority's Delegated Review Authority, the Planning Authority approved the storm water management plan as submitted, subject to the following condition(s):

1. Storm Water Management Condition of Approval

The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment and erosion control plan based on City standards and state guidelines.

The owner/operator of the approved stormwater management system, and all assigns, shall comply with the conditions of Chapter 32 Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements.

A maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form, shall be submitted for review by Corporation Counsel. Once approved, the document shall be signed and recorded at the Cumberland County Registry of Deeds prior to the issuance of a building permit. Please submit final copies to both the Department of Planning and Urban Development and the Department of Public Works.

SITE PLAN REVIEW

The Planning Authority finds that the plan is in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval which shall be met prior to the issuance of any building permits unless otherwise stated:

1. The applicant shall work with the City to secure appropriate licenses for balcony extensions across the applicant's property line into the public right-of-way. This license shall be accompanied by a fair market-rate payment for occupation of the public right-of-way to be determined by the City and paid into the City's Housing Trust fund; and
2. The applicant shall pay a fee of \$280,000 into the City's Housing Trust Fund to satisfy inclusionary zoning requirements for this project before a Certificate of Occupancy may be issued; and
3. Based upon trip generation estimates provided by the applicant, reductions to account for multi-modal transportation alternatives and shared trip use, the applicant shall contribute \$15,000 towards implementation of adopted improvements to Franklin Street; and
4. The applicant shall continue to work with the Planning Authority and Department of Public Works to secure approval of their construction management plan to the satisfaction of both departments; and
5. When selected, exterior lighting fixtures and associated photometric plans shall be submitted for review and approval by the Planning Authority; and
6. The applicant shall provide a contribution of \$9,600 into the City's Tree Fund based upon a requirement for one street tree per residential unit for a total requirement of 28 trees. This project is proposing to plant four street trees, and is offering a payment in lieu for the remaining trees, calculated at a rate of \$400/tree as stipulated under Section 4.6.4 of the City's Technical Manual; and
7. The applicant shall supply the Planning Authority with an approval letter from Historic Preservation approving the amended design of the building following the initial Certificate of Appropriateness granted on January 18, 2017; and
8. The applicant shall provide utility capacity letters from the following providers
 - a. Water Service - Portland Water District
 - b. Wastewater Service – City of Portland Department of Public Works
 - c. Electrical Service – Central Maine Power

9. The applicant shall provide drafts of all necessary easements for review and approval by Corporation Counsel, the Department of Public Works, and the Planning Authority, with evidence of executed easements to be submitted prior to the issuance of a building permit, including but not limited to:
 - a. A public access easement shall be provided and shown on the plat that is within the required 20-foot wide mid-block permeability between buildings and connecting Thames Street with Fore Street, so as to qualify for the height bonus as stipulated under Section 14-275.6(b)(1)(c).
 - b. License from the City of Portland to EssexNorth Portland, LLC for canopies and or awnings and or decks extending into the public right of way;
 - c. License from the City of Portland to EssexNorth Portland, LLC for foundation footings on Thames Street;
 - d. License from the City of Portland to EssexNorth Portland, LLC for sewer backwater valves along Thames Street;

STANDARD CONDITIONS OF APPROVAL

Please Note: The following standard conditions of approval and requirements apply to all approved site plans:

1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
2. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Permitting and Inspections Department.
3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
4. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning and Urban Development Department and Public Works Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.

5. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Works representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
7. **Department of Public Works Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning and Urban Development Department, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Matthew Grooms at 874-8725.

Sincerely,



Stuart G. O'Brien
City Planning Director

Attachments:

1. HP Certificate of Appropriateness
2. Staff Review Comments May 24, 2017
3. Planning Board Report for Level III Subdivision and Conditional Use
4. Staff Review Comments July 25, 2017
5. DPW Memo July 25, 2017
6. Staff Review Email August 31, 2017
7. Portland City Code: Chapter 32

8. Sample Stormwater Maintenance Agreement
9. Performance Guarantee Packet

Electronic Distribution:

cc: Jeff Levine, AICP, Director of Planning and Urban Development
Barbara Barhydt, Development Review Services Manager, Planning and Urban Development
Matthew Grooms, Planner, Planning and Urban Development
Philip DiPierro, DRC, Planning and Urban Development
Mike Russell, Director of Permitting and Inspections
Ann Machado, Zoning Administrator, Permitting and Inspections
Jonathan Rioux, Deputy Director, Permitting and Inspections
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Jane Ward, Administration, Public Works
Rhonda Zazzara, Field Inspection Coordinator, Public Works
Jeff Tarling, City Arborist, Public Works
Jeremiah Bartlett, Public Works
Keith Gautreau, Fire
Danielle West-Chuhta, Corporation Counsel
Victoria Volent, Housing Program Manager, Housing and Community Development
Thomas Errico, P.E., TY Lin Associates
Lauren Swett, P.E., Woodard and Curran
Christopher Huff, Assessor

CITY OF PORTLAND, MAINE

HISTORIC PRESERVATION BOARD

Scott Benson, Chair
Bruce Wood, Vice Chair
Glenn Harmon
Robert O'Brien
Penny Pollard
Julia Sheridan
John Turk

September 22, 2017

Ara Afandilian
Portland Norwich Group LLC
2330 Palm Ridge Road
Unit 10 #305
Sanibel, Florida 33957

Re: Revised Design Proposal for New Construction, 20 Thames Street

Dear Mr. Afandilian,

This office, in consultation with members of the Historic Preservation Board, has approved a series of design modifications to your previously approved proposal for new construction at 20 Thames Street. (The original proposal was approved by the Historic Preservation Board on January 18, 2017).

In July, you contacted this office requesting approval of a number of proposed design revisions based on further design development. Through a series of communications and design iterations and following consultation with members of the Historic Preservation Board, staff has approved the revised design proposal as shown in elevations dated 8/16/17 and roof plan, construction details and vent specifications submitted 8/21/17.

Approval is subject to the following conditions:

- Applicant to provide master signage plan to serve as template for future individual sign applications.
- Applicant to provide samples of proposed exterior materials and finishes.

Construction to be carried out as shown on the plans, elevations and specifications provided 8/16/17 and 8/21/17, attached hereto. Changes to the approved plans and specifications and any additional work that may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

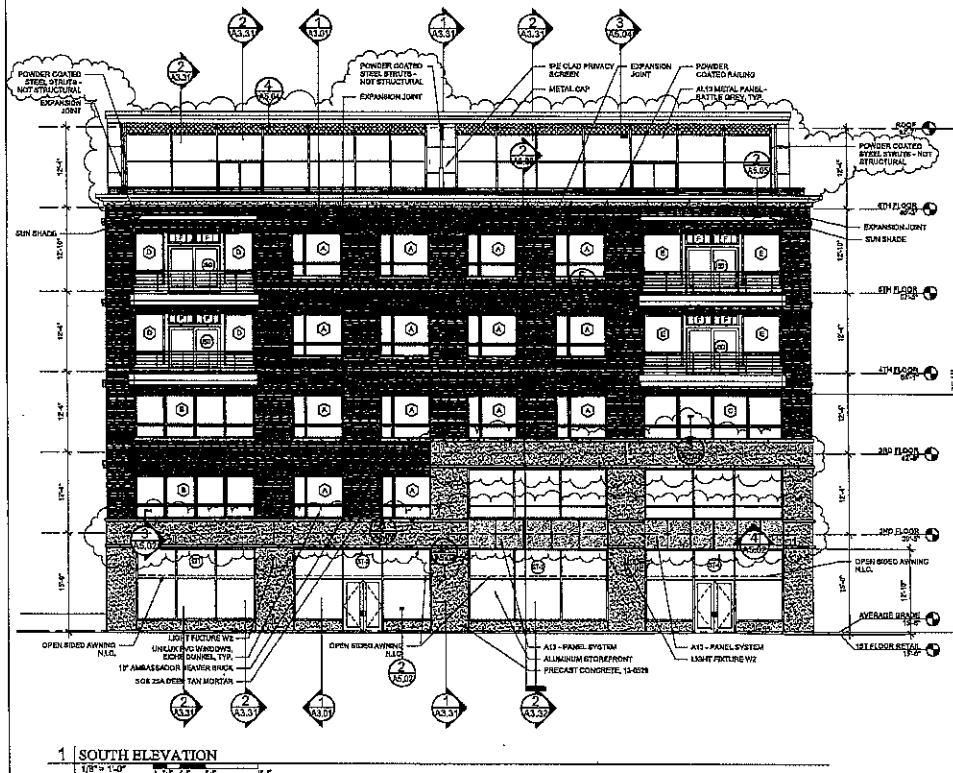
This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,

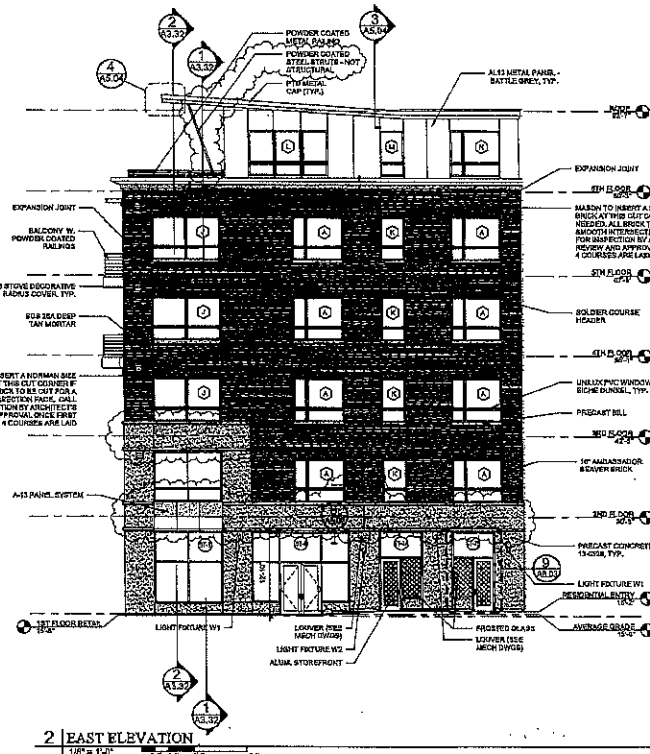
A handwritten signature in black ink, appearing to read "Deborah Andrews". The signature is stylized with a large, looped initial 'D' and a trailing flourish.

Deborah Andrews
Historic Preservation Program Manager

Cc: David Lloyd, Archetype Architects

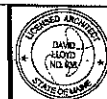
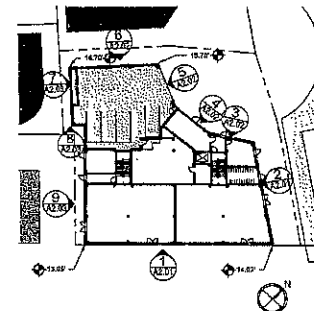


1 | SOUTH ELEVATION



2 | EAST ELEVATION

- GENERAL NOTES:
1. AVERAGE GRADE BY DEFINITION: 4 CORNER AVERAGE GRADE - $N 15.7' + E 14.82' + S 15.03' + W 15.7' = 52.37' / 4 = 13.09'$ (AVERAGE GRADE)
 2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT AT THE FOUR CORNERS FROM GRADE TO THE HIGHEST POINT OF ROOF BEAM - $N 78'-10\" + E 77'-8\" + S 77'-7\" + W 75'-10\" = 308'-0\" / 4 = 77'-0\"$



EssexNorth
Portland LLC
P.O. Box 934
Topsham, ME 04990

Architect
ARCHITYPE
Architects
18 Union Street, Portland, ME 04101
(207) 774-0000 Fax (207) 774-0000

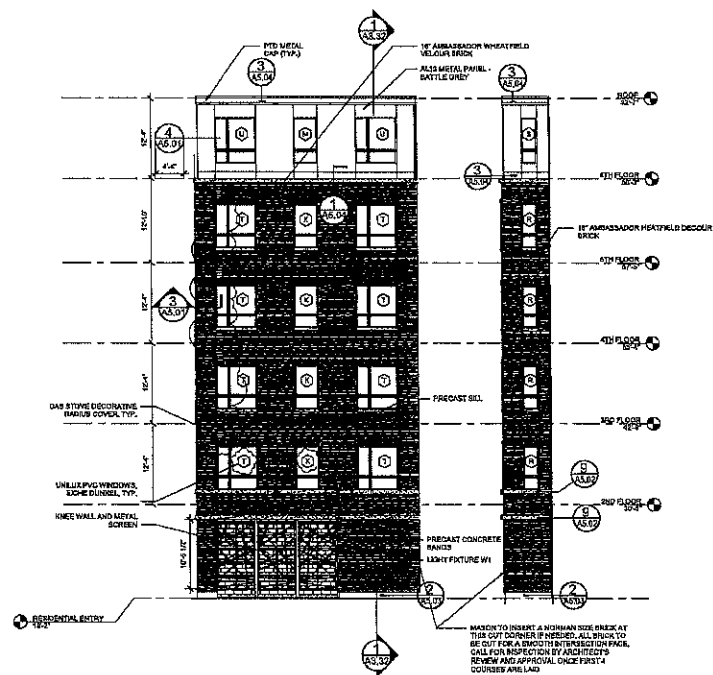
Project
THAMES STREET
CONDOMINIUM

Revision
5/20/2017 1/2 REVISIONS

Date
16 AUG 2017
As indicated

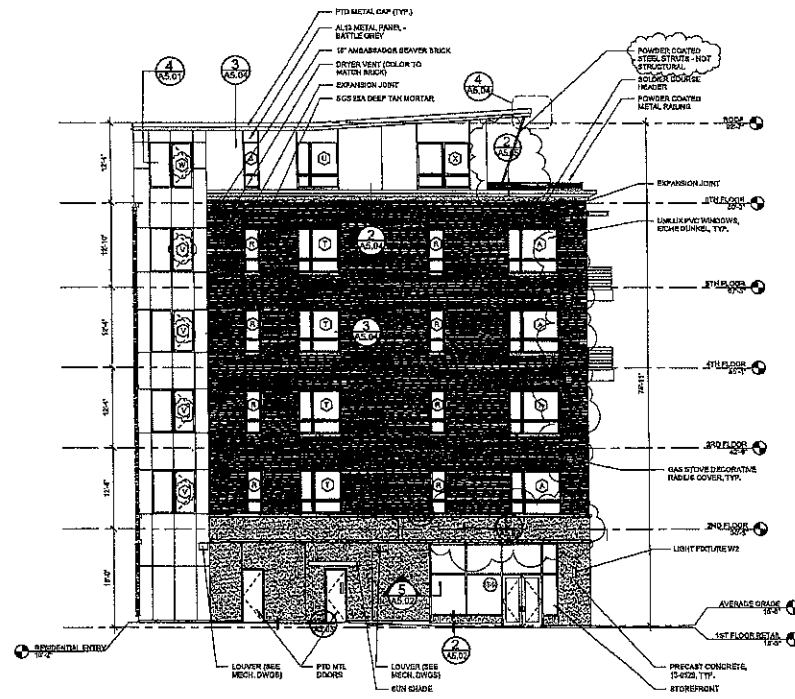
BUILDING
ELEVATIONS

A2.01



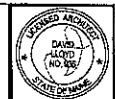
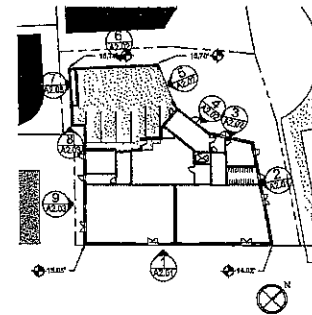
7 | WEST ELEVATION A
1/8" = 1'-0"

8 | WEST ELEVATION B
1/8" = 1'-0"



9 | WEST ELEVATION C
1/8" = 1'-0"

GENERAL NOTES:
1. AVERAGE GRADE BY DEFINITION: 4 CORNER AVERAGE GRADE -
N 15.7' + E 14.92' + S 16.09' + W 16.7' / 4 = 15.6" (AVERAGE GRADE)
2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT AT THE FOUR
CORNERS FROM GRADE TO THE HIGHEST POINT OF ROOF BEAM -
N 76'-10" + E 77'-5" + S 77'-3" + W 76'-10" = 308'-9" / 4 = 77'-2"



EssexNorth
Portland LLC
P.O. Box 304
Topsham, ME 04993

Architect:
ARCHITYPE
ARCHITECTS
18 Union Street, Portland, ME 04101
(207) 774-6055 Fax (207) 774-6055

Project:
THAMES STREET
CONDOMINIUM
20 Thames Street, Portland, Maine

Revisions:
5. 10/10/2017 JAD/MDM
5. 10/10/2017 JAD/MDM

Date:
16 AUG 2017
As indicated
BUILDING
ELEVATIONS

A2.03



Prepared For:
**EssexNorth
Portland LLC**
P.O. Box 394
Topsfield, MA 01963

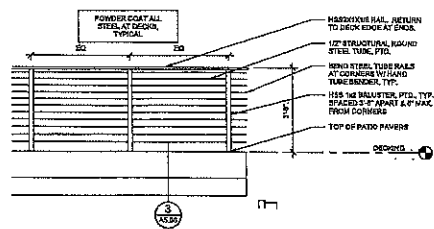
Architect:
**ARCHETYPE
Architects**
110 Main Street, Portland, Maine 04101
(207) 772-0022 Fax (207) 772-0025

Project:
**THAMES STREET
CONDOMINIUM**
20 Thames Street, Portland, Maine

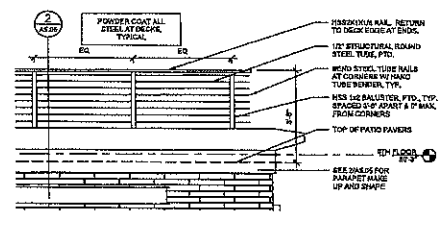
Drawings:
4. UNITS/ADDITIONS
5. MECHANICAL SCREENING

Date: 21 AUG 2017
Scale: AS indicated
Sheet: DETAILS

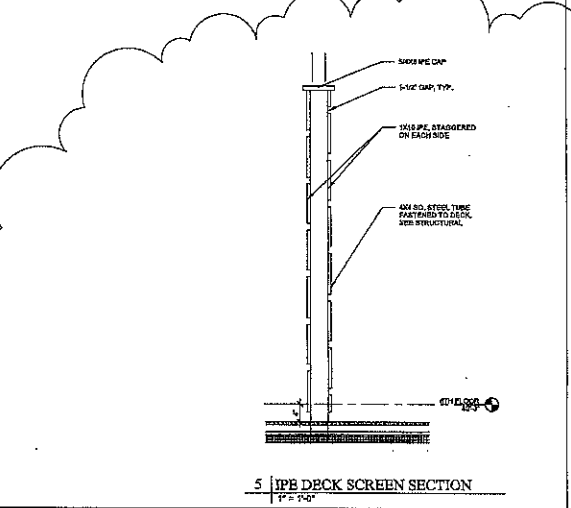
A5.20



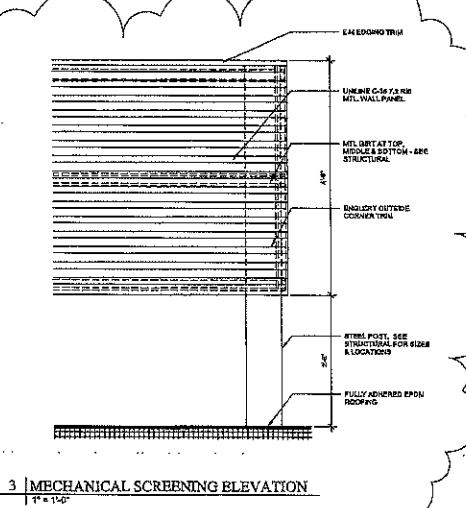
7 TYP. EXT. GUARDRAIL ELEVATION
1/2" = 1'-0"



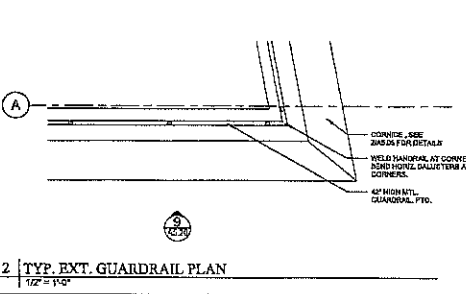
9 6TH FL. GUARDRAIL ELEVATION
1/2" = 1'-0"



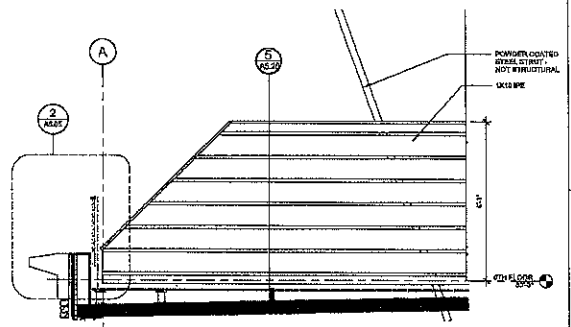
5 IPE DECK SCREEN SECTION
1" = 1'-0"



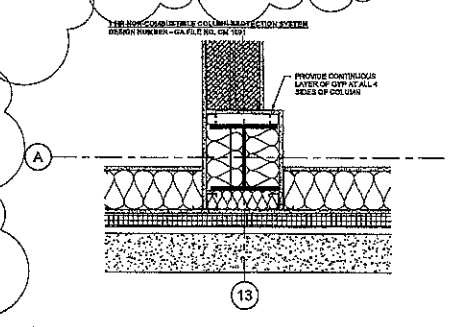
3 MECHANICAL SCREENING ELEVATION
1" = 1'-0"



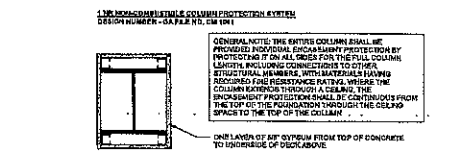
2 TYP. EXT. GUARDRAIL PLAN
1/2" = 1'-0"



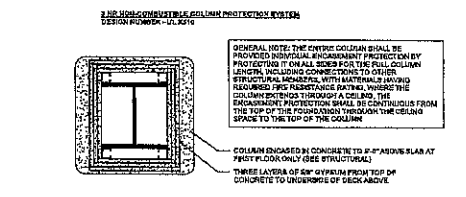
4 IPE DECK SCREEN ELEVATION
1/2" = 1'-0"



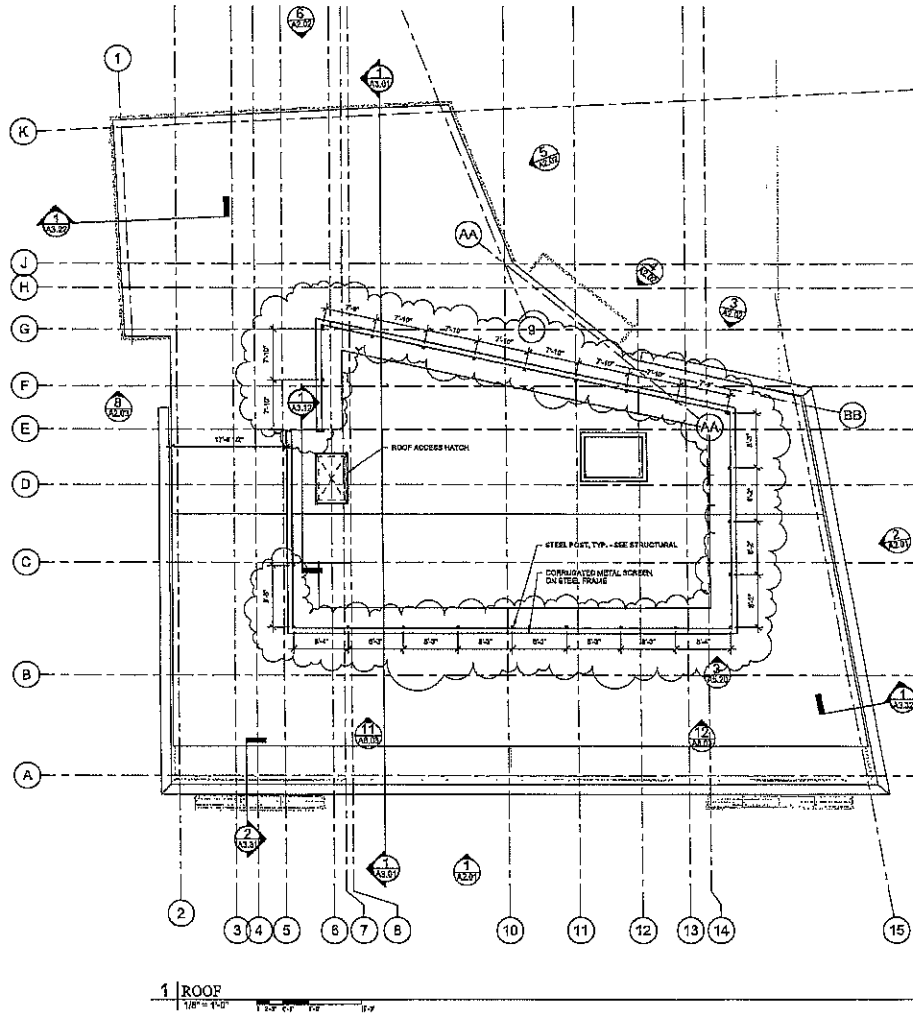
8 COLUMN WRAP AT 2ND FLOOR EXT. WALL
1 1/2" = 1'-0"



1 3HR RATED WIDE FLANGE COLUMN ENCLOSURE
1 1/2" = 1'-0"



6 1 HR RATED WIDE FLANGE COLUMN ENCLOSURE
1 1/2" = 1'-0"



1 ROOF
1/8" = 1'-0"



EssexNorth
Portland LLC

ARCHITYPE
B L G H I B G L R
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-6026

THAMES STREET
CONDOMINIUM
20 Thames Street, Portland, Maine

Permit:
1. 160221/FOUNDATION PERMIT
4. 160221/FOUNDATION 2

Date: 21 AUG 2017
Scale: 1/8" = 1'-0"
ROOF PLAN

A1.07



**HORIZONTAL VENTING
GAS SHROUD**

Decorative Radius Cover

This decorative, paintable shroud easily blends with exterior siding and provides a secondary safety barrier for heated exhaust

DRC-RADIUS (For use with DVP-TRAP1, DVP-TRAP2, SLP-TRAP1 or SLP-TRAP2)



Matthew Grooms <mgrooms@portlandmaine.gov>

20 Thames Residential Condominium Project - Licenses/Easement

Jennifer Thompson <jlt@portlandmaine.gov>
To: Matthew Grooms <mgrooms@portlandmaine.gov>

Tue, Sep 26, 2017 at 3:04 PM

Hi Matt - Please see revised (substantially) licenses for the encroachments. I didn't redline them because the City's usual templates are significantly different than the proposed licenses the property owner sent. I've basically inserted the specifics of their entity and property into our template. If they have any questions, they can feel free to call me.

With respect to the pedestrian easement - I haven't seen this approval so don't know if there are specific requirements in it about the details (the scope of the easement, etc. should be). If the approval does contain conditions or other description of what the easement should say, please send it along and I'll be happy to compare to be sure they match.

Thank you,
Jen

Jennifer L. Thompson
Associate Corporation Counsel
City of Portland
[207.874.8915](tel:207.874.8915)

On Mon, Sep 25, 2017 at 11:36 AM, Matthew Grooms <mgrooms@portlandmaine.gov> wrote:
[Quoted text hidden]

2 attachments



20 Thames Street footings, canopies, awnings 2017 09 26.docx
25K



20 Thames Street balconies 2017 09 26.docx
25K



Planning & Urban Development Department

To: Mayor Brennan and Members of the Portland City Council

From: Stuart G. O'Brien, Chair, Portland Planning Board

Subject: Licenses for Building Sidewalk Projections

Date: February 3, 2014

Dear Mayor Brennan and Members of the Portland City Council:

On January 28, 2014, the Planning Board approved the site plan and subdivision for the mixed retail and residential development proposed by the NewHeight Group (Chip Newell and Susan Morris) at 118 Congress Street. This project as proposed includes several box bays and open decks which protrude over the public sidewalk on both Congress and St. Lawrence Streets, and which will require license agreements from the City Council to go forward. (The applicant for the license is the current property owner, Ed Theriault of EMT LLC.) The Planning Board discussed this aspect of the project at length, ultimately approving the development as proposed with the exception of the elimination of the open deck overhang on St. Lawrence Street. This matter will likely be coming to the City Council in February for approval of license agreements for the projecting building elements.

While this is not the first project to propose projections, the deck projections in particular were unusual, and the extent of the projections generated concerns from City staff from Planning and Public Services. The Planning Board ultimately approved the plan with projections, largely on the basis of the following five factors:

1. The decks and bays are fully integrated into the overall building form so as to provide positive architectural relief through its mass/void articulation, combined with its fenestration rhythm, providing character that is desirable for meeting the urban design standards;
2. Pushing the building back to less than the proposed 5' rear setback to keep the projections on private property would have resulted in a loss of 40% of the rear fenestration to meet applicable fire code;
3. Pulling the building back from the front property line would compress the retail depth to less than the required 20' average depth required under the recently enacted zoning provision;
4. Compressing the building internally would have reduced the parking drive aisle to less than the required City standard; and
5. The applicant demonstrated that such projections are appropriate to the context of the immediate neighborhood

While the Board agreed that these factors support the proposed projecting building elements in this case, the question of the value of this effective "air right" was the subject of further Board discussion. The Planning Board recommends that in cases where a license enables the creation of valuable real estate floor area, the City Council consider a policy of recouping that value in the issuance of such licenses. The Board did not condition this approval on such remuneration since that is not within our jurisdiction and authority. We did, however, vote 5 to 2 (Hall and Dean opposed) to send this letter to communicate The Board's reasoning on approving this proposal with its overhanging projections, and to suggest that the City Council develop a fair compensation mechanism to recapture the value of the air rights that result from such licenses.

The Planning Board, in making this recommendation, does not intend that any new policy development should inhibit or delay the subject application by the NewHeight Group and EMT LLC in their business before the City Council in pursuing their license agreement.

Thank you for considering this matter.

Stuart G. O'Brien, Chair

CC: Mark Rees, City Manager
Jeff Levine, Director of Planning & Urban Development
Alex Jaegerman, Planning Division Director
Jennifer Thompson, Associate Corporation Counsel
Barbara Barhydt, Development Review Manager
Jean Fraser, Planner
NewHeight Group

REVOCABLE ENCROACHMENT LICENSE

This Revocable Encroachment License (hereinafter "License") is made and entered into by and between the City of Portland (hereinafter, "City"), a Maine body corporate and politic, with a mailing address of 389 Congress Street, Portland, Maine 04101 and **ESSEXNORTH 20 THAMES LLC**, a Maine limited liability company (hereinafter the "Grantee"), having a mailing address of 462 Boston Street, Ste. 2-2, P.O. Box 394, Topsfield, MA 01983 (hereinafter the "Licensee"), owner of the real property located at Thames Street in Portland, Maine 04____. The land of City abuts the property of Licensee, being "Lot 3" as shown on the Plan recorded in Plan Book 217, Page 239, conveyed by deed from EssexNorth Portland LLC dated June 28, 2017, recorded in said Registry in Book 34122, Page 22 (the "Property").

RECITALS

WHEREAS, Licensee is the owner of the Property, which is more particularly described in the legal description attached as Exhibit A, hereto; and

WHEREAS, Licensee desires to construct/place and maintain certain improvements consisting of: four (4) balconies, two (2) located on each of the 4th and 5th floors of the 20 Thames Street Condominium building, which balconies may protrude 4 feet from the face of the building into the right of way and may extend 19 feet, 8 inches in length along the side of the building (collectively, the "Encroachment"). The Encroachment is depicted on the plan titled Fourth & Fifth Floor Plans, dated SEPT 2017, prepared by Archetype Architects, prepared for EssexNorth 20 Thames LLC, sheet A3 (the "Balcony Plan"), a true copy of which is attached **Exhibit B**. The dimensions and locations of the Encroachment licensed hereby are depicted on said Balcony Plan. Minor variations based on actual conditions of construction and installation will not void the grant of the within License; and

WHEREAS, the area occupied by said Encroachment is referred to herein as (the "Licensed Area"); and

WHEREAS, the City will allow the Encroachment to encroach into the Licensed Area under the terms and conditions set forth in this License.

NOW, THEREFORE, the City and Licensee agree as follows:

1. Licensee is hereby permitted to bring upon the Licensed Area and areas adjacent thereto workers, materials and machinery necessary to install and maintain the Encroachment over the Licensed Area as shown on the Plan.
2. Licensee is hereby permitted to occupy the Licensed Area only for the purpose of carrying out the installation and maintenance of the Encroachment pursuant to the terms of this License and in accordance with the Plan. Such work shall not substantially interfere with the City's use and maintenance of the Licensed Area.

3. All work performed upon and use of the Licensed Area for the purposes set forth herein shall be at Licensee's sole cost and expense (unless otherwise agreed in writing), the parties acknowledging that there may be temporary interruptions in enjoyment of the City's property adjacent to the Licensed Areas related to the conduct of any work related to this License. Licensee agrees at its sole expense to restore any portion of the Licensed Areas and adjacent City property effected by work conducted by Licensee under this License to substantially the same condition that it was in prior to such work or as close to that condition as is reasonably practicable. Licensee, its successors and assigns, shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all claims, including but not limited to claims for damage to City property and reasonable attorney's fees, which arise out of Licensee's use, or the use of Licensee's contractors, of the City's property as described above during the term of the License. The Licensee's obligation to defend, indemnify and hold the City harmless shall survive termination or revocation of this License.
4. Licensee shall be responsible for the proper maintenance of the Encroachment. In the event of damage to the Encroachment and/or the Licensed Area, Licensee shall promptly repair/restore the same. Prior to such repair/restoration, Licensee shall notify the City (in writing and by telephone) at least forty-eight hours before it plans to conduct such repair or restoration and shall work with City staff on the closure, if needed, of any City streets in the vicinity of the property in order to conduct such repair/restoration.
5. Upon prior written notice to Licensee, except in the case of an emergency, Licensee agrees that City may enter and utilize the referenced areas at any time for the purpose of installing, repairing, replacing, or maintaining improvements to its public facilities or utilities necessary for the health, safety and welfare of the public or for any other public purpose. City shall bear no responsibility or liability for any damage or disruption or other adverse consequences resulting from the Encroachment installed by Licensee, but City will make reasonable efforts to minimize such damage. In the event that any installation, reinstallation, relocation or repair of any existing or future utility or improvements owned by, constructed by or on behalf of the public or at public expense is made costlier by virtue of the construction, maintenance or existence of the Encroachment and use, Licensee shall pay to City an amount equal to such additional cost as reasonably determined by the Director of Public Works or said Director's duly authorized representatives.
6. Licensee agrees, binds and obligates itself, its successors and assigns to procure and maintain throughout the term of this License automobile and comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000) (or the amount stated in the Maine Tort Claims Act, as may be amended from time to time) per occurrence for bodily injury, death, or property damage covering its activities hereunder and naming the City as an additional insured thereon. In addition, Licensee shall provide evidence of Workers' Compensation insurance in the statutory amount to the extent it may be required by law. Certificates evidencing such policies shall be delivered to the City and shall provide the City with no less than thirty (30) days

prior notice of cancellation or non-renewal. All insurance coverage required herein shall include coverage of all Licensees' contractors and subcontractors.

7. Licensee, by execution of this License, hereby agrees to assume and hereby does assume responsibility for any and all claims and/or damage to persons or property arising out of or in any way related to Licensee's exercise of the rights granted by this License, and does hereby forever waive, release, relinquish, remise, indemnify and discharge the City, its agents, employees, successors and assigns from and against any and all losses, costs or expenses (including reasonable attorneys' fees), damages, demands, liabilities, claims, actions, causes of action, suits, or judgments (collectively, "Claims") whatsoever of every name and nature, in law and in equity, including without limitation those related in any manner to any accident or injury to, or death of, any person, or any damage to property occurring on, in or in the vicinity of the area covered by this License, arising out of the presence in and use by the Licensee of the area covered by this License.
8. This License is assignable to any subsequent owners of the property depicted on the Plan, and in the event of such assignment, Licensee shall notify the City of such assignment no fewer than 10 days prior to the effective date of such assignment.
9. This License, and all of the rights and obligations herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
10. The City may revoke this License six (6) months after receipt by the Licensee of written notice that an Event of Revocation (as defined below) has occurred, identifying such Event of Revocation, provided that such Event of Revocation is not cured within six (6) months after Licensee's receipt of such notice, except as set forth in subsection (d) below. "Event of Revocation" shall mean:
 - a) Licensee's non-compliance with any of the terms of this Agreement;
 - b) the building shown on the Plan fails to be constructed substantially in accordance with the Plan or any amendments thereto;
 - c) the building as shown on the Plan is destroyed, removed or otherwise thereafter ceases to exist on Licensee's property and construction to rebuild said building has not begun within twelve (12) months of said destruction or removal, or
 - d) failure to maintain insurance as required under Section 6 above, and such failure is not remedied within thirty (30) days after written notice thereof.
11. Any notice of an Event of Revocation delivered pursuant to Section 10 of this License must be sent by certified mail, return receipt requested to the Licensee at the address first set forth above, or at such other address as the Licensee may provide to the City in writing from time to time.

12. Notwithstanding any other provision herein, in the event that a notice of an Event of Revocation is delivered to Licensee, any mortgagee of Licensee's property shall be entitled to cure the matter set forth in such notice within the time frames set forth in Section 10 hereof, and the City agrees to accept such performance by any such mortgagee of Licensee's obligations hereunder.

IN WITNESS WHEREOF, the City of Portland has caused this License to be executed by Brendan O'Connell, its Finance Director thereunto duly authorized, and EssexNorth 20 Thames LLC has caused this License to be executed by Ara Aftandilian, its Manager thereunto duly authorized, as of the day and year first written above.

CITY OF PORTLAND

ESSEXNORTH 20 THAMES LLC

By: Brendan O'Connell
Its Finance Director

By: Ara Aftandilian
Its Manager

STATE OF MAINE
CUMBERLAND, ss.

_____, 2017

Then personally appeared the above-named Brendan O'Connell, Finance Director of the City of Portland, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said City of Portland.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

_____, 2017

Then personally appeared the above-named Ara Aftandilian, Manager of EssexNorth 20 Thames LLC as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of said limited liability company.

Before me,

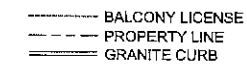
Attorney-at-Law/Notary Public

EXHIBIT A

(Legal Description of Licensee's Property)

EXHIBIT B

(Attach Plan Depicting the Licensed Area and Encroachment)



AC.03	Date:	Scale:	Project: 20 THAMES STREET CONDOMINIUM 20 Thames Street, Portland, Maine	Architect:  48 Union Wharf, Portland, Maine 04101 (207) 624-0240 ARCHTYPE@ARCHTYPEA.COM	Consultant: 	Prepared For: EssexNorth 20 Thames LLC
	22 SEPT 2017 BALCONIES LICENSE PLAN	1/8" = 1'-0"				

AC.05

*Order 97 - 11/18
Tab 20 11/5/17*

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 AMENDED
PORTLAND TAX INCREMENT FINANCING POLICY**

ORDERED, that the attached amended Portland Tax Increment Financing Policy is hereby approved, substantially in the form attached hereto; and

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



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: October 23, 2017

SUBJECT: **Order Authorizing Amendments to Portland Tax Increment Financing Policy as Recommended by the Economic Development Committee**

SPONSOR: Economic Development Committee, Councilor Brenerman/Chair; Meeting held on 10/3/2017 and the vote was unanimous (3-0)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading and Final Action: November 6, 2017

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

PRESENTATION: Greg Mitchell/5 minutes

I. ONE SENTENCE SUMMARY.

The Portland City Council Economic Development Committee (EDC) is proposing amendments to City of Portland Tax Increment Financing (TIF) Policy in response to Mayor Strimling's requested amendments, as well as (1) exploring the establishment of a job training program to be funded by City area-wide TIF Districts; and, (2) the City Manager and/or his/her designee undertake an analysis of the costs associated with the City conducting an Employment Disparity Study and report back to the EDC in January 2018.

II. AGENDA DESCRIPTION.

Mayor Strimling's first proposed amendments to Portland City TIF Policy were presented to the EDC at its April 18, 2017 meeting. Over the past several months, the EDC has received input from the

public, City staff, and expert panelists on the proposed TIF Policy Amendments. The basis for the Mayor's proposed amendments to City TIF Policy is to add additional requirements upon private sector projects and associated construction employment funded with City TIF district financial assistance through Credit Enhancement Agreements (CEAs).

The redline version of the City TIF Policy in the Council packet utilizes the Mayor's most recent updated version as recommended by the EDC.

Proposed amendments being brought to the City Council from the EDC include:

1. Addition of State Prevailing Wage Requirements in the construction phase of a TIF CEA;
2. Equal Employment Opportunities and Nondiscrimination;
3. Increasing the capture rate and the term for affordable housing projects; and,
4. Housekeeping amendments.

It is noted that Mayor Strimling and Councilor Ali also proposed an additional amendment to City TIF Policy, which the EDC voted down. The Mayor will be offering the following additional TIF amendment at the November 6th Council meeting:

“(v) Participation in Apprentice and/or Job Training Program

The firms employed in the construction phase of a TIF-assisted project must either participate in, or have one or more employees who participate in, an apprenticeship program registered with and approved by the Maine or U.S. Departments of Labor for the duration of the construction phase of the TIF-assisted project.”

The EDC also recommended that the City look into establishing and sponsoring a Workforce Job Training program to be funded by area-wide TIF Districts, as well as having the City Manager and/or his/her designee undertake an analysis of the costs associated with the City undertaking an Employment Disparity Study and report back to the EDC in January 2018.

III. BACKGROUND

Mayor Strimling's first proposed amendments to Portland City Policy were presented to the EDC at its April 18, 2017 meeting. Over the past several months, the EDC has received input from the public, City staff, and expert panelists on proposed TIF Policy Amendments. The basis for the Mayor's proposed amendments to City TIF Policy is to add additional requirements upon private sector projects and associated construction employment funded with City TIF district financial assistance through Credit Enhancement Agreements (CEAs).

Highlights of the EDC proposed amendments in the attachment include:

City Green Building Code:

The EDC provided direction to staff to retain the original language in this section [Section V(B)(3)(a)(i)] to CEA projects to be compliant with the City's Green Building Code.

It is noted that past CEA documents did not have a specific reference for this requirement, and future CEAs will have this included.

State Prevailing Wage Requirement.

This is a new section in the TIF Policy, proposed as Section V(B)(3)(a)(iii). The EDC agrees with the language the Mayor added, and also added additional language that the City staff shall provide to the relevant City Council Committee annual updates on the impacts of this prevailing wage requirement on CEAs; feasibility of construction firms to pay prevailing wages and benefits; and, compliance with this section.

Equal Employment Opportunities and Nondiscrimination.

This is a new section in the TIF Policy, proposed as Section V(B)(3)(a)(iv). The EDC agrees with the language the Mayor added.

Participation in Apprenticeship and/or Job Training Program.

The EDC's recommendations was to delete the Mayor's proposed amendment, and instead explore the creation of a work force training program with TIF revenue the City receives from its area-wide TIF districts as follows:

The EDC's proposal is to create an apprenticeship/internship program, not only for construction trades, but to address other broader business needs in the community, utilizing additional TIF district proceeds from area-wide TIF districts. It has suggested to offer an RFP to community organizations (i.e. USM, SMCC, labor unions, Maine DOL, and other training/educational centers) to compete for grants to provide these programs. The proposed City Workforce Job Training Program is suggested to be funded from existing TIF district funds, which is a State allowable use of TIF funds. It is noted that there will need to be a public process to amend existing approved TIF districts to allow TIF funds to be used in this manner.

Increasing the capture rate and the term for affordable housing projects.

During the EDC's review of proposed amendments, it learned that applications for low income housing tax credits (LIHTC) to the Maine State Housing Authority (MSHA) are awarded points for developments that directly benefit from some form of property tax relief. The points are awarded based on the percentage of tax relief and the number of years the project will receive that relief. The highest number of points (6 points) are awarded for projects that receive 75% tax relief for up to 30 years. Therefore, the EDC provided direction to amend the TIF policy guidelines to increase the capture rate and term for Affordable Housing projects to help to make Portland projects more competitive in the LIHTC application process.

Reporting Requirements.

Mayor Strimling added an additional report requirement, new Section VI(C), that is a post-construction report to the City Council regarding an analysis of each TIF-assisted project and its adherence to Section V(B)(3)(a) of this policy. The EDC agrees with this addition.

Housekeeping Amendments

City staff is proposing several TIF Policy housekeeping amendments to delete outdated language and clarify there are two departments (Economic Development and Planning/Housing and Community Development) involved with the TIF District approval and administration process.

One Additional Item to be Addressed by the EDC:

One additional item not addressed in the Proposed TIF Policy Amendments, but included in the EDC's overall discussion and recommendation, included the following:

Employment Disparity Study. This Study is needed in order to provide the legal basis for Portland to establish any employment preference requirements in City TIF Policy. The EDC recommended to have the City Manager and/or his/her designee undertake an analysis of the costs associated with the City undertaking an Employment Disparity Study. The cost and approach for this analysis should be provided to the EDC in January of 2018.

At the November 6, 2017 Council meeting, Mayor Strimling will be requesting an additional amendment to the TIF Policy as follows:

“(v) Participation in Apprentice and/or Job Training Program

The firms employed in the construction phase of a TIF-assisted project must either participate in, or have one or more employees who participate in, an apprenticeship program registered with and approved by the Maine or U.S. Departments of Labor for the duration of the construction phase of the TIF-assisted project.”

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to authorize the EDC's proposed TIF Policy Amendments.

V. FINANCIAL IMPACT

There is no financial impact in amending TIF Policy Guidelines.

There is a financial cost to move forward in the Disparity Study, cost unknown at this time, as well as utilizing TIF Revenue funds the City receives from its area-wide TIF Districts to create an apprenticeship/internship job training program; again, cost unknown at this time.

VI. STAFF ANALYSIS

Through meetings of the EDC held during 2017 on April 18, June 6, July 27, and October 3, staff concurs with the recommendations of the EDC.

VII. RECOMMENDATION

At the EDC's meeting on October 2, 2017, the EDC recommended to the City Council, by a vote of 3-0, that it authorize the TIF Policy Amendments as detailed in the attached redline TIF Policy.

The EDC also recommended that the City Manager and/or his/her designee undertake an analysis of the costs and approach associated with the City conducting an Employment Disparity Study, and to explore the establishment of a City Workforce Job Training program, utilizing funds from area-wide TIF Districts to fund the program.

VII. LIST ATTACHMENTS

- EDC Proposed TIF Policy Amendments in Redline Version;
- EDC Proposed TIF Policy Amendments in a Clean Version;
- Mayor Strimling's proposed additional amendment Redlined in Clean Version of the EDC's recommendation

PORTLAND TIF POLICY

February 4, 2013

PROPOSED AMENDMENTS 4.13810/20.22.17

I. INTRODUCTION

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

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

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

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

II. STATE TIF LIMITATION

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

III. PURPOSE

The primary purposes of the TIF Policy include:

- A. To support Portland Economic Development and Housing Plans and Policies;
- B. To stimulate expansion of the City’s commercial and industrial tax base;
- C. To stimulate new affordable and market rate housing investment;
- D. To retain and create quality employment;

- E. To support Portland's Capital Improvement Plan; and,
- F. To establish standards upon which the City Council will authorize TIF.

IV. GENERAL PRINCIPLES

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

A. Investment

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

B. Jobs Associated with Commercial and Industrial Development

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

C. Maximize Tax Sheltering Benefits

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

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

Annually, the Council Committee with jurisdiction over housing and community development and City Council will evaluate available TIF district capacity related to State acreage and value limitations to determine whether existing TIF districts need amending and/or new TIF district establishment. Scheduled public infrastructure investments

included in the City's Capital Improvement Plan will inform decisions about adjustments to existing TIF districts or establishment of new TIF districts.

V. APPROACH, POLICY, and TERM REQUIREMENTS

Must meet or exceed the below requirements.

A. Approach

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

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

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

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

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

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

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

B. Policy for the Three Approaches

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

Requires annual review and City Council financial appropriations.

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

- a) Area wide TIF will be established for infrastructure investment which has applications beyond one individual project.

b) City TIF emphasis will be placed upon the following general "Priority Revitalization Areas" to support commercial development, housing development, redevelopment, or to support buildings in need to redevelopment, address blight or historic preservation:

- Affordable housing projects off peninsula;
- ~~India Street Neighborhood;~~
- ~~Franklin Street Corridor from I-295 to Commercial Street;~~
- Riverside Street commercial and industrial zoned areas;
- Forest Avenue corridor from I-295 to Woodfords Corner;
- Washington Avenue corridor from Congress Street to I-295;
- ~~Re-examine the boundary of Bayside TIF District;~~
- ~~Examine establishing a Downtown TIF district in place of the Arts TIF District;~~
- Portland Technology Park ;
- Areas in which future significant wastewater and/or stormwater infrastructure investments are planned;
- West Commercial Street vacant property;
- Libbytown;
- St. Johns Street Valley;
- Other areas based upon scheduled public infrastructure investment included in the City's Capital Improvement Plan.

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

c) Market Rate Housing. Market rate rental housing projects must be located in priority revitalization areas to stimulate housing investment for the purpose of attracting 24/7 pedestrian activity. Pursuant to State Law, TIF for condominium projects are not allowed.

d) Affordable Housing. Affordable Housing TIF (AHTIF) may be designated on an area wide or site specific basis.

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

State law requires that at least 25% of the district area must be suitable for residential use, development must be primarily residential, and at least 1/3

of the units must be for households at or below 120% of area median income which allows for individual mixed income projects or area wide affordable housing TIF districts.

Allowable uses of AHTIF revenues are defined by State law.

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

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

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

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

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

- i) City Green Building Code

~~When assistance is provided for site specific TIF districts, any CEAs shall include a requirement that the project comply~~ Compliance
with the City's Green Building Code is required when TIF assistance is provided to individual private project CEAs. ~~is required when TIF assistance is provided to individual private project CEAs.~~

ii) Affordable Housing

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

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

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

Allowable uses of AHTIF revenues are defined by State law.

(iii) State Prevailing Wage Requirement

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

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

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

(iv) Local, Diverse and Veteran Hiring Preference

The firms employed in the construction phase of a TIF assisted project must demonstrate and produce documentation that a cumulative total of 25% of the total construction related work hours are performed by:

Residents of the City of Portland

Minority and women employees

Veterans of the United States Armed Forces

Upon review and recommendation from the City Council Committee and approval by the full City Council, a waiver may be granted for TIF recipients that demonstrate a hardship related to this provision.

(iv) Equal Employment Opportunities and Nondiscrimination

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

(iv) Participation in Apprenticeship and/or Job Training Program

The firms employed in the construction phase of a TIF-assisted project must participate in an bona fide job training or apprenticeship program registered with and approved by the Maine or U.S. Departments of Labor for each separate trade or classification in which it employs employees and must continue to participate in such program(s) for the duration of the construction phase of the TIF-assisted project. Apprenticeship programs registered and approved by the US Department of Labor and/or Maine Department of Labor would meet this requirement.

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

i) Financial Necessity.

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

ii) Financial Capacity.

The applicant must demonstrate financial capacity to support their project.

iii) Fees

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

C. Terms for CEA Projects

1) Maximum Percentages.

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

2) Maximum Number of Years.

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

3) Use of Maine Services for CEA Projects Encouraged.

4) Clawback Penalty Provision

~~If it is determined by the City Council, based on their review of the "Post Construction Report to City Council" referenced in Section C of the Application and Administration Process, that the requirements of Section B(3)(a) of this policy are not met, the City Council shall direct the City Manager to terminate the TIF agreement and recoup any funds expended or allotted as a part of the CEA. CEAs for site specific TIF districts shall contain a penalty provision that provides that in the event that the property developer fails to comply with the provisions of the CEA, the City may deduct up to 10% of the amount to be reimbursed to the developer for each year of the term of the CEA.~~

(5) Bonus Provision

The City Manager or his/her designee is empowered to develop a financial bonus system, not to exceed 2.5% of the total TIF assistance, for TIF recipients that exceed the requirements outlined in Section B(3)(a)(iv) of this policy.

VI. TIF APPLICATION AND ADMINISTRATION PROCESS

A. Application Information and Contact.

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

B. Approval Process.

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

C. Post-Construction Report to City Council.

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

D. Annual Report to City Council.

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

PORTLAND TIF POLICY

February 4, 2013

PROPOSED AMENDMENTS 10/2017

I. INTRODUCTION

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

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

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

III. PURPOSE

The primary purposes of the TIF Policy include:

- A. To support Portland Economic Development and Housing Plans and Policies;
- B. To stimulate expansion of the City’s commercial and industrial tax base;
- C. To stimulate new affordable and market rate housing investment;
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- E. To support Portland’s Capital Improvement Plan; and,

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

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Annually, the Council Committee with jurisdiction over housing and community development and City Council will evaluate available TIF district capacity related to State acreage and value limitations to determine whether existing TIF districts need amending and/or new TIF district establishment. Scheduled public infrastructure investments

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

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

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

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

- a) Area wide TIF will be established for infrastructure investment which has applications beyond one individual project.

- b) City TIF emphasis will be placed upon the following general “Priority Revitalization Areas” to support commercial development, housing development, redevelopment, or to support buildings in need to redevelopment, address blight or historic preservation:
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 - Forest Avenue corridor from I-295 to Woodfords Corner;
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 - Portland Technology Park ;
 - Areas in which future significant wastewater and/or stormwater infrastructure investments are planned;
 - West Commercial Street vacant property;
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 - Other areas based upon scheduled public infrastructure investment included in the City’s Capital Improvement Plan.

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

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

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

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

Allowable uses of AHTIF revenues are defined by State law.

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

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

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

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

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

- i) City Green Building Code

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

- ii) Affordable Housing

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

The City Council Committee will complete an annual assessment of housing needs and priorities. This assessment will include a

determination regarding designation of an area wide AHTIF. Site specific AHTIF requests submitted by developers will be considered on a case-by-case basis. Area wide or site specific AHTIF designations must address an identified community need.

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Allowable uses of AHTIF revenues are defined by State law.

(iii) State Prevailing Wage Requirement

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

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

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

(iv) Equal Employment Opportunities and Nondiscrimination

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

fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate. This policy shall not be construed to prohibit any employment action or policy which is required by federal law, rule or executive order.

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

i) Financial Necessity.

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

ii) Financial Capacity.

The applicant must demonstrate financial capacity to support their project.

iii) Fees

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

C. Terms for CEA Projects

1) Maximum Percentages.

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

2) Maximum Number of Years.

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

3) Use of Maine Services for CEA Projects Encouraged.

VI. TIF APPLICATION AND ADMINISTRATION PROCESS

A. Application Information and Contact.

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

B. Approval Process.

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

C. Post-Construction Report to City Council.

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

D. Annual Report to City Council.

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

**AMENDMENT TO ORDER ____-17/18
AMENDMENTS TO THE TAX INCREMENT FINANCING POLICY
PREPARED BY CORPORATION COUNSEL
FOR MAYOR ETHAN STRIMLING AND COUNCILOR PIOUS ALI
RE: REQUIRING PARTICIPATION IN AN APPRENTICE PROGRAM**

I. INTRODUCTION

...

V. APPROACH, POLICY, and TERM REQUIREMENTS

...

B. Policy for the Three Approaches

...

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

...

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

...

(v) Participation in Apprenticeship and/or Job Training Program

The firms employed in the construction phase of a TIF-assisted project must either participate in, or have one or more employees who participate in, an apprenticeship program registered with and approved by the Maine or U.S. Departments of Labor for the duration of the construction phase of the TIF-assisted project.

*Order 98-17/18
Feb 21 11-6-17*

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 THE MASTER LEASE AGREEMENT WITH
MOBILITIE, LLC
RE: LEASING LIGHT POLES FOR SMALL CELL TECHNOLOGY**

ORDERED, that an agreement with Mobilitie, LLC for small cell technology for voice and data transmission is hereby approved with substantially the same terms as attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Mobilitie, LLC Master Lease Agreement and whatever other documents are necessary to effect the intent and purpose of the Mobilitie, LLC, including leases of specific light poles that are governed by this Master Lease.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Finance

DATE: 10/23/17

SUBJECT: SMALL CELL TECHNOLOGY CONTRACT WITH MOBILITIE

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ 11/6 _____ Final Action _____ ONE READ ITEM

Can action be taken at a later date: Yes

PRESENTATION: None – City Council has previously approved a nearly identical agreement with another small cell provider.

I. ONE SENTENCE SUMMARY

Mobilitie approached the City of Portland in regards to adding small cell technology to City light and traffic poles. A contract has been negotiated and is ready for City Council approval.

II. AGENDA DESCRIPTION

Mobilitie is seeking to sign a master lease agreement with the City of Portland which would set general terms for future deployment of “small cells” within City limits. Small Cells are a relatively new technology designed to provide voice and/or data service capacity to areas of high demand. In exchange for usage of City locations Mobilitie would pay the City rent at each location. The master lease agreement is not a lease agreement for any specific space, it is instead an establishment of the legal framework for which future leases would be designed. Each future location would still require a separate lease supplement and all other required contract approvals including location approval by City staff, but would presumably avoid significant additional required legal review due to the previously agreed upon master terms. The full master lease agreement will be included in the Council meeting backup.

III. BACKGROUND

Same as I above.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The contract will increase cell phone coverage within the City of Portland and will also have the added benefit of additional rental income for each approved location.

V. FINANCIAL IMPACT

A standard annual rental amount will be paid by Mobilitie for each location under rent. Rent will be determined on a location by location basis using terms of similar rental agreements in cities with similar population density as Portland.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

None

VII. RECOMMENDATION

Move passage

VIII. LIST ATTACHMENTS

Mobilitie Master Lease Agreement

Prepared by: Finance Department

Date: 10/23/16

MASTER LEASE AGREEMENT

(Small Cell)

This Master Lease Agreement (the "Agreement") made this ____ day of _____, 2017, between the City of Portland, Maine, a body corporate and politic with its principal offices located at 389 Congress Street, Portland, Maine 04101, hereinafter designated LESSOR, and Mobilitie, LLC, a limited liability company organized and existing under the laws of the state of Nevada with a mailing address of 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660 (telephone number 877-999-7070), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LESSOR is the owner of or holds a leasehold interest in certain facilities; and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment upon certain of LESSOR's facilities, such as utility, traffic and light poles; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain and operate communications equipment as hereinafter set forth; and

WHEREAS, LESSOR and LESSEE acknowledge that they may enter into a lease supplement ("Supplement"), a copy of a form of which is attached hereto as Exhibit A, with respect to any particular location or site which the Parties agree to lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space on its utility/ traffic/ light poles, including pole tops and pole top extenders and brackets (collectively referred to as the "Pole Space") situated on the property identified in the applicable Supplement (the "Property") for the installation, operation and maintenance of communications equipment. In the event there are not sufficient electric and telephone, cable or fiber utility sources located on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install standalone poles (referred to as "Monopoles") or other such utilities on, over and/or under the Property necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be reasonably designated by LESSOR. The LESSOR also agrees to lease to

LESSEE such additional space for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between the Pole Space and/or Monopoles and to all necessary electrical and telephone utility sources located on or adjacent to the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day (unless otherwise stated in the applicable Supplement), over the Property for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Pole Space, Monopoles, and Cabling Space are hereinafter collectively referred to as the "Premises," and, should LESSOR agree to lease the Premises to LESSEE, shall be as described in a Supplement to be executed by the Parties. In the event that LESSOR intends to remove or relocate a Pole or Monopole that is the subject of a Lease Supplement, LESSOR shall provide LESSEE with reasonable advance notice of its intent to do so, and LESSOR and LESSEE shall attempt, but shall not be obligated, to identify a mutually agreeable, alternative location that technologically and functionally meets LESSEE's needs. In the event agreement cannot be reached, the supplement shall be terminated, LESSEE shall take down its Monopole or remove its equipment, conduits, fixtures and all personal property from the Pole in accordance with section 16 of this Agreement, and the parties shall have no further obligations to each other under the terms of the supplement, except to the extent that any terms are intended to survive termination.

2. CONDITION OF PREMISES. LESSOR shall deliver the Premises to LESSEE, and LESSEE agrees to accept the Premises, in "as is" condition without representation or warranty by LESSOR as to its condition or fitness for a particular purpose.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the date set forth in the applicable Supplement (the "Commencement Date"). Rental payments shall commence when the LESSEE's equipment is operational and on-air and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to the payee designated by LESSOR in the Supplement or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 21 below, LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement if a specific date is not set forth, The rent under this Agreement and any Supplements does not include any utility expenses, All utility expenses are LESSEE's responsibility.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") including without limitation: (i) documentation evidencing LESSOR's ownership of the Property and right to receive rental payments under each Supplement, such as a copy of LESSOR's deed to the Premises or other documentation

reasonably requested by LESSEE; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom rental payments are to be made pursuant to this Agreement or a Supplement; and (iii) complete, accurate and fully executed forms issued by a federal, state or local taxing authority and reasonably requested by LESSEE for LESSEE's compliance with federal, state or local withholding and/or reporting requirements. Within thirty (30) days of LESSOR's transfer of an interest in any Property, Supplement or this Agreement, LESSOR shall notify LESSEE of such transfer, and any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE such Rental Documentation. All documentation shall be reasonably acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of Rental Documentation to LESSEE shall be a prerequisite to the payment of rent by LESSEE and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have the right to withhold rental payments until Rental Documentation has been supplied to LESSEE as provided herein, whereupon LESSEE shall promptly bring rental payments current.

Within thirty (30) days of a written request from LESSEE due to a change in ownership or right to receive rental payments, conflicting claims to rental payments, changes in governmental reporting requirements or comparable reasonable cause, LESSOR or any assignee(s) or transferee(s) of LESSOR, agrees to provide updated Rental Documentation. Delivery of such Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein or in any Supplement, LESSEE shall have the right to withhold rental payments until Rental Documentation has been supplied to LESSEE as provided herein, whereupon LESSEE shall promptly bring rental payments current.

4. ELECTRICAL. LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access to the Premises, provided, however, that if such service is not already available at the Premises, the installation of such services shall be at LESSEE's sole expense.

Monopole and Pole Attachments: Metering and payment of electricity shall be addressed in each applicable Supplement.

5. MISCELLANEOUS OBLIGATIONS OF LESSEE. The LESSEE, at the LESSEE's sole expense shall:

a. Determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the Premises. LESSOR makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for the Premises for LESSEE use;

b. Incur the cost of any fit-up improvements;

c. Before making any modifications or improvements to the Premises, LESSEE shall obtain LESSOR's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned; provided, however, prior written approval shall not be required for modifications or replacements that do not increase the size of Premises

occupied by LESSEE or increase structural loading. LESSEE agrees that all work shall be completed in compliance with all applicable state and municipal codes and ordinances;

d. Retain the ability to use contractors selected by the LESSEE to perform pre-construction surveys and necessary make-ready work.

e. LESSEE shall at all times maintain its facilities, equipment, antennas, conduits and any other property on the Premises in good and safe working order and repair.

6. OBLIGATIONS OF LESSOR. The LESSOR shall provide, at LESSOR's expense, only the following services: Maintenance and repair of its poles and pole space, reasonable wear and tear, damage by fire and other casualty excepted. Provided, however, that if any maintenance, repair, or replacement is made necessary by fault or neglect of the LESSEE or LESSEE's employees, contractors, customers, agents, or anyone else on the Premises with LESSEE's permission, such maintenance, repair, or replacement shall be at the expense of the LESSEE, and LESSEE shall pay all costs therefor. Except as set forth herein, the LESSOR shall have no obligation to maintain, repair, or replace any part of the Premises, but shall have the right to do so in its sole discretion.

7. INSPECTION AND ENTRY. LESSOR and/or its agents shall have the right, but not the obligation, to enter to view and make any repairs or inspection of the Premises at any time.

8. EXTENSIONS; RENTAL INCREASES. Each Supplement shall automatically be extended for one additional five (5) year term unless LESSEE terminates it at the end of the initial term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the initial term. At the end of the first five (5) year extension term the Supplement shall be further extended for up to three additional five (5) year terms unless either LESSOR or LESSEE terminates it at the end of the then current term by giving the other written notice of the intent to terminate at least three (3) months prior to the end of the then current term. Within thirty (30) days prior to expiration of the initial term or any subsequent extension term, the annual rental payment during all extensions for each Supplement shall be negotiated between LESSOR and LESSEE. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

9. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right to replace, repair, remove, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. In the event the LESSEE's utilities, equipment, antennas, and/or conduits are relocated, the LESSOR and LESSEE shall attempt, but shall not be obligated to, identify a mutually agreeable,

alternative location that technologically and functionally meets LESSEE's needs. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement all the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as a satisfactory structural analysis which will permit LESSEE use of the Premises as set forth above. These approvals include and are not limited to Local approval from the LESSOR, via a signed form attached to this contract as Exhibit A, which is required prior to any installation or expansion of any pole or monopole within the City of Portland. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that any of such applications for such Governmental Approvals should be finally rejected or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority per paragraph 6(b), LESSOR shall have the right to terminate the applicable Supplement. If the (i) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, (ii) LESSEE determines that any structural analysis is unsatisfactory; (iii) LESSEE determines that the Premises is no longer technically compatible for its use, or (iv) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate the applicable Supplement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 20 and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR for the terminated Supplement. LESSEE acknowledges and agrees that the City of Portland is acting as landlord, and not in its regulatory capacity, in connection with this Agreement.

10. INDEMNIFICATION.

a. General. To the fullest extent permitted by law, LESSEE shall at its own expense defend, indemnify, and hold harmless the LESSOR, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to LESSOR employees or property) arising from or in any way related to the operation of the LESSEE'S communications facility or LESSEE's use of or presence on any Premises or LESSOR's Property in connection with this Agreement or any Supplement, including but not limited to claims based upon violation by LESSEE, its officers, agents, servants or employees of any environmental law or regulation arising during the term of this agreement, except to the extent that such claims are caused by a negligent act or omission of the LESSOR, its officers, agents, servants or employees. LESSEE shall not be responsible for any existing environmental conditions, including any contamination, which existed prior to the date of this Agreement or to any environmental conditions or contamination to the extent not caused by LESSEE or those acting on its behalf.

LESSEE shall, at its own cost and expense, defend any and all suits or actions, just or

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

b. Covenant against liens: LESSEE shall not cause or permit any lien against the LESSOR's property or any improvements thereto to arise out of or accrue from any action or use thereof by LESSEE and shall hold the LESSOR harmless therefrom; provided, however, that LESSEE may in good faith contest the validity of any alleged lien. Upon request of the LESSOR, LESSEE shall post a bond warranting payment of any such lien in the event LESSEE contests such lien.

c. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

11. INSURANCE.

a. The LESSEE will maintain at all times during its use and occupancy of the Premises the following insurance coverage: commercial general liability with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$1,000,000 general aggregate including fire legal liability; commercial automobile liability in the amount of \$1,000,000 each accident for bodily injury and property damage; and workers compensation insurance in compliance with the statutory requirement of the State of Maine and employer's liability with a limit of One Million Dollars (\$1,000,000) each accident/disease/policy. Prior to the commencement of any work on or occupancy of the Demised Premises, and annually thereafter, the LESSEE shall furnish the LESSOR with certificates of insurance indicating compliance with this paragraph in a form reasonably satisfactory to LESSOR. Upon receipt of notice from its insurer LESSEE shall provide LESSOR with thirty (30) days prior written notice of cancellation, and the LESSOR shall be included as an additional insured as its interest may appear under this Agreement on the commercial general liability and commercial automobile liability policies, which shall be stated on such certificates. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of LESSEE. The Workers' Compensation insurance shall include a waiver of subrogation against the City of Portland, its officers or employees. LESSOR reserves the right to require a commercially reasonable increase in the minimum insurance limits hereunder at the commencement of any renewal term of a Supplement under this Agreement.

b. LESSEE shall be responsible for covering its own equipment and other property with such property and casualty insurance as it deems necessary and LESSOR shall have no responsibility therefor. LESSEE assumes all risk of damage, loss or casualty to its

equipment and other property while located at the Premises, except if the cause of such damage is the result of the negligent act or omission of LESSOR, its officers or employees. Except as set forth above, LESSEE shall defend, indemnify and hold the LESSOR harmless from any claim arising out of or relating to any damage, loss or casualty to LESSEE's equipment or other property while at the Premises. The property insurance shall include a waiver of subrogation against the LESSOR.

c. The limits of coverage set forth above may be increased in LESSOR's sole discretion upon reasonable written notice to LESSEE and reasonable opportunity for LESSEE to acquire the necessary coverage.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraph 10, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR.

14. Intentionally omitted.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate a Supplement or relocate the equipment on account of such interference as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. Notwithstanding anything to the contrary in this paragraph, LESSOR shall be entitled to terminate any Supplement on account of any interference with LESSOR's emergency

communications systems if LESSEE fails to power down the interfering equipment promptly following notice from LESSOR (except for intermittent testing), or fails to correct such interference within 30 days.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term of any Supplement decide (i) to sell or transfer all or any part of the Property thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize LESSEE'S rights hereunder and under the terms of the Supplement.

18. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the original and any extended terms of the Agreement and any Supplement, and that the Agreement is signed by a duly authorized individual.

19. ASSIGNMENT.

a. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without LESSOR's prior written approval.

b. The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain facilities deployed by LESSEE pursuant to this Agreement may be owned and/or operated by LESSEE's third-party wireless carrier customers ("Carriers") and installed and maintained by LESSEE pursuant to separate license agreements between LESSEE and such Carriers, provided, however, that (i) such facilities shall be treated as LESSEE's facilities for all

purposes under this Agreement, (ii) LESSEE shall be responsible and liable for all performance obligations under the Agreement with respect to such facilities, (iii) LESSOR's sole point of contact regarding such facilities shall be the LESSEE; and (iv) LESSEE shall have the right to remove and relocate the facilities as though they were owned by LESSEE. LESSOR acknowledges that LESSEE may include third party-owned equipment in its initial installation of facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this paragraph.

c. Notwithstanding anything to the contrary herein, this Agreement is not intended to and shall not be construed to give any of such Carriers or any other third party any interest or rights with respect to or in connection with any agreement or provision contained herein.

Notwithstanding any assignment of this Agreement or a Supplement, LESSEE shall remain liable jointly and severally with the assignee with respect to the obligations of LESSEE hereunder. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

20. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:	City of Portland 389 Congress Street Portland, Maine 04101 Attention: City Manager
LESSEE:	660 Newport Center Drive Suite 200 Newport Beach, CA 92660 Attention: Legal Department

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. Intentionally omitted.

22. DEFAULT. A party shall be determined to be in default hereunder if it shall fail to perform any obligations or comply with any terms or conditions stated herein or in any Supplement within thirty (30) days after receipt of notice of such failure from the other party or (if the default is of such nature that it cannot be cured within such period) if it shall fail to commence to cure the default within such period and thereafter diligently prosecute the cure to completion within a reasonable time. Upon such default and failure to cure, the non-defaulting party shall have the right, at its option, and in addition to any other remedies, to terminate the applicable Supplement

by giving the defaulting party written notice thereof and upon the giving of such notice, such Supplement shall cease. Upon any termination of the applicable Supplement, LESSEE shall quit and surrender to LESSOR the Premises in accordance with the provisions of this Agreement and the Supplement. Further, upon any termination, LESSEE shall remain liable to LESSOR for all rent and fees accrued and unpaid up to the date of such termination. LESSEE shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, incurred by LESSOR on account of LESSEE's failure to comply with any of the terms of this Agreement or any Supplement, holding-over, and/or as a result of LESSEE's default under this Agreement or any Supplement.

23. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

24. APPLICABLE LAWS.

a. During the Term, LESSOR shall maintain the Property, in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

b. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the FCC or its successor agency) and any binding judicial interpretations thereof (collective, "Laws") that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the [Effective Date] and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

25. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the

LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Maine without reference to its choice of law rules. The parties hereto hereby consent to the exclusive jurisdiction of the Maine Superior Court and Federal District 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 Supplement or any of the obligations thereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Courts.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CITY OF PORTLAND

WITNESS

By: _____
Jon P. Jennings _____
Its City Manager

LESSEE:

MOBILITIE, LLC

WITNESS

By: _____
Print Name: _____
Its: _____

EXHIBIT "A"

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this ____ day of 2017 between City of Portland, Maine, a body corporate and politic with its principal offices located at 389 Congress Street, Portland, Maine 04101 ("Lessor"), and Mobilitie, LLC, a limited liability company organized and existing under the laws of the state of Nevada with a mailing address of 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660 (telephone number 877-999-7070) ("Lessee").

1. Master Lease Agreement. This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Portland, Maine and Mobilitie, LLC dated _____ 2017, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. Premises. Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at <INSERT SITE ADDRESS>, as follow:

(the "Premises"). The Premises are as shown on Exhibit "1" attached hereto and made a part hereof.

3. Term. The Commencement Date and the Term of this Supplement shall be _____.

4. Consideration. Rent under this Supplement shall be <ANNUAL RENT> per year, payable to <PAYEE> at <REMITTANCE ADDRESS>.

In consideration for electrical service, metering and payment of electrical charges shall be handled as follows:

5. Site Specific Terms. (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seal the day and year first above written.

LESSOR:

WITNESS

CITY OF PORTLAND

By: _____

Jon P. Jennings _____
Its City Manager

LESSEE:

WITNESS

MOBILITIE, LLC

By: _____
Print Name: _____
Its: _____

*Order 99-17/18
Feb 22 11-6-17*

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 AMENDING
THE DOWNTOWN TRANSIT ORIENTED DEVELOPMENT AND OMNIBUS
TAX INCREMENT FINANCING DISTRICT
AND AMENDING THE MUNICIPAL DEVELOPMENT PROGRAM
FOR THE DISTRICT**

WHEREAS, in 2014, the City Council established the goal of implementing Tax Increment Financing (TIF) Programs that focus on the creation of appropriately sized and designed TIF districts and advance other Council goals in the areas of transit, economic development, public infrastructure and municipal finance; and

WHEREAS, the City Council adopted a revised TIF Policy on November 6, 2017 that supports the establishment of area-wide TIF districts that invest in public infrastructure and economic development programs; and

WHEREAS, the City of Portland designated the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District and adopted the Development Program for the District by Order 139-14/15 on February 9, 2015, a copy of which Order is attached hereto as Exhibit A; and

WHEREAS, an amendment to the District and the Development Program will further the accomplishment of the goals set out by the City Council by Order 139-14/15; and

WHEREAS, the Downtown Transit Oriented Development (DT/TOD) and Omnibus Tax Increment Financing District includes a large single area-wide TIF district of approximately 422 acres, including the majority of the Portland Peninsula, bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and the Waterfront Capital Improvement TIF District to the north and south; and

WHEREAS, the DT/TOD TIF District is designed strategically to maintain and expand the City tax base and job growth, invest TIF revenue in public infrastructure, new and enhanced transit, and economic development programs including Creative Portland, and pay a portion of the salaries of the City Manager and Planning and Urban Development Director, as well as administrative and salary costs for the Economic Development Department; and

WHEREAS, while the total amount of property tax revenue that is devoted to infrastructure, transit, Creative Portland, and public infrastructure, among other priorities, will be dependent on future property evaluations, this investment is estimated at more than \$15 million over the 30-year duration of the TIF; and

WHEREAS, the City desires to amend the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District in order to further the goal of providing affordable housing in the City of Portland by removing Assessor parcel 22-F-1, according to the amended Downtown TIF Development Program, attached hereto as Exhibit B; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development for such amendment;

NOW THEREFORE, BE IT HEREBY ORDERED BY THE CITY OF PORTLAND CITY COUNCIL THAT:

Section 1: Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City hereby amends the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District as more particularly set forth in the document presented to the City Council in the form attached hereto as Exhibit B and such amended Development Program is hereby incorporated by reference into this order as the amended Development Program for the District as amended by the Council; and

Section 2: The City Manager be, and hereby is, authorized, empowered and directed to submit the proposed amendment of the District and the proposed amended Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval.

Section 3: The foregoing amendment of the District and the adoption of the amended Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the City of approval of the amended Development Program from the State Department of Economic and Community Development, without requiring any further action by the City, the Council or any other party.



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: October 25, 2017

SUBJECT: **Order Authorizing Amendment to Downtown Transit Oriented Development (TOD) and Omnibus Tax Increment Financing (TIF) District to Remove Assessor Parcel 22-F-1 from the District**

SPONSOR: Economic Development Committee, Councilor David Brenerman/
Chair; Meeting held on October 24, 2017 and the vote was
2-0

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: November 6, 2017 **Final Action:** November 20, 2017

Can action be taken at a later date: No. **If no, why not?** This needs to be done at the same time as the 58 Boyd Street Affordable Housing TIF Application is coming to the City Council.

PRESENTATION: Greg Mitchell/5 Minutes

I. ONE SENTENCE SUMMARY

The proposed amendment to the Downtown TOD TIF District removes Assessor Parcel 22-F-1 from the district in order for that parcel to be a freestanding Affordable Housing TIF District.

II. AGENDA DESCRIPTION

The City recently received an application for an Affordable Housing (AH) TIF District utilizing Assessor Parcel 22-F-1 for this District, which Parcel is located in the Downtown TOD TIF, and therefore needs to be removed from that District. The assessed value of this parcel is \$0 as it is currently tax exempt and owned by the Portland Housing Authority. The acreage of the parcel is .48.

Because both the value and acreage of 22-F-1 are negligible, it does not change the Original Assessed Value of the DT TOD TIF, nor the total TIF District acreage estimated at 422 acres. Therefore, revisions to the District document are minimal as no changes to the dollar figures, nor the acreage figures are needed.

III. BACKGROUND

On February 9, 2015, the Portland City Council approved the Downtown TOD TIF District, which was thereafter approved by the Maine Department of Economic and Community Development (MDECD).

The City recently received an application for an Affordable Housing (AH) TIF District utilizing Assessor Parcel 22-F-1 for this District, which Parcel is located in the Downtown TOD TIF, and therefore needs to be removed from that District. The assessed value of this parcel is \$0 as it is currently tax exempt and owned by the Portland Housing Authority. The acreage of the parcel is .48.

Because both the value and acreage of 22-F-1 are negligible, it does not change the Original Assessed Value of the DT TOD TIF, nor the total TIF District acreage estimated at 422 acres. Therefore, revisions to the District document are minimal as no changes to the dollar figures, nor the acreage figures are needed.

IV. INTENDED RESULT

The intended result is for the City Council to approve amending the TIF District by taking out Assessor Parcel 22-F-1, which would allow for it be a freestanding AH TIF District.

V. FINANCIAL IMPACT

There is no financial impact to the City by removing Assessor Parcel 22-F-1 from the Downtown TOD TIF District.

VI. STAFF ANALYSIS

The DT/TOD TIF District was designed strategically to support the following major objectives:

1. *Maintain and Expand Tax Base and Job Growth.*
2. *Invest TIF Revenue in the following categories:*
 - a. *Public Infrastructure.*
 - b. *New and Enhanced Transit.*
 - c. *City Economic Development Programs including Creative Portland and City staff salaries.*

3. ***TIF Term and Capture Rates.*** The TIF District is for thirty (30) years – from FY2016 through and including FY2045 - with TIF capture rates at 12% the first year, and 22% years 2 through 30.
4. ***Tax Shelter Benefits.*** Public benefits associated with TIF district are the “savings” related to the avoided loss of state aid for education and municipal revenue sharing, along with the City being responsible for a higher share of Cumberland County’s budget.

Downtown TOD TIF District Term and Capture Rates

Specific terms include:

TIF Years	TIF Capture Rates	TIF Revenue Estimate	General Fund Estimate
1	12%	\$200,000	\$1.55 million
2-30	22%	\$15.30 million or \$500,000 average per year	\$54.30 million
Total		\$15.50 million	\$55.85 million

The estimated amount of TIF revenue reserved for TIF investments is less than 5% of the total estimated real estate tax revenue related to the DT/TOD TIF District.

Tax Shelter Benefits

Estimates of the specific savings or avoided loss of state aid to education, reductions in municipal revenue sharing or for the City paying a higher share of County taxes include:

TIF Years	Savings Estimate
1-30	\$4.75 million

The average savings total over \$150,000 per year or approximately 31 cents of avoided loss related to each new real estate property tax dollar.

Specific Investments

Investment estimates, by major category over the thirty years, include the following:

TIF Year	Investment	Annual Estimates
1	Econ. Dev Programs:	\$100,000
	a. Creative Portland Transit	\$100,000
2-30	Econ. Dev. Programs:	\$100,000
	a. Creative Portland Transit	\$100,000-\$250,000
	Public Infrastructure	\$200,000-\$500,000

Total

\$15.50 million

The total amount of property tax revenue will be dependent upon property valuations.

Proposed TIF Policy Amendments on November 6, 2017 Council Agenda

It is noted that this proposed amended DT TOD District includes, as a new Exhibit B, the Economic Development Committee's recommended amendments to the City TIF Policy, which include, among others, allowing for Affordable Housing TIF Districts to have the maximum term allowed as 30 years, and also allowing for these Affordable Housing TIF Districts to be able to capture up to 75% over the term.

VII. Recommendation

At the October 24, 2017, the Economic Development Committee voted 2-0 to send the proposed amendments to the Downtown TOD TIF, in substantial the form as presented, to the City Council with a recommendation for approval. The amendment would allow for the removal of Assessor Parcel 22-F-1 in order for it be a freestanding AH TIF District.

VI. ATTACHMENTS

- Redlines to City Downtown TIF Application
- New Exhibit B – EDC Recommended TIF Policy Amendments, being reviewed by the City Council on November 6th
- New Exhibit C – Map of proposed amended TIF District

City of Portland

Downtown Transit Oriented Development and
Omnibus Municipal Tax Increment Financing
And Development Program

~~February 9, 2015~~ November 20,
2017

Prepared by:

The City of Portland Economic Development
Department

Enacted by the Portland City Council on February 9, 2015.
Amended by the Portland City Council on November 20, 2017

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Exhibits:

- A. City of Portland Downtown Revitalization Investment Plan
- B. City of Portland TIF Policy/Proposed Amendments to be on 11/6/2017 Council Agenda
- C. Map of Proposed Amended TIF District
- D. (1) Tax Revenue; and (2) Tax Shift Estimates
- E. Statutory Limits and Thresholds
- F. Assessor's Certificate of Original Assessed Value
- G. Notice of Public Hearing for proposed Amended TIF District
- H. Certified Copy of Council Minutes for proposed Amended TIF District
- I. Attested Copy of Council Order Approving the Amended Downtown TOD/TIF District
- J. Zoning Map
- K. Transportation Strategic Initiatives Map
- L. Locational Map of Proposed Downtown TOD/TIF District
- M. Arts District Map

I. Introduction – Portland Downtown Transit Oriented Municipal Development and Omnibus Tax Increment Financing District

On February 19, 2015, ~~t~~The City of Portland (the “City”) designated~~s~~ the Portland Downtown Transit Oriented Municipal Development and Omnibus Tax Increment Financing District (the “District”) and adopt~~s~~ed this Development Program (the “Development Program”) for the District in an effort to fully realize the visions and goals of the City of Portland Downtown Revitalization Investment Plan (“Downtown Plan”); the Downtown Plan is attached as Exhibit A. The duration of this District will be 30 years beginning July 1, 2015 (Tax Year 4/1/2015; FY2015-16) ending June 30, 2045 (Tax Year 4/1/2044; FY2044-45).

The purpose of this District amendment is to remove the parcel designated by the City Assessor as 22-F-1 at 54 Lancaster – a tax exempt parcel (so no value attributed to the Original Assessed Value) with approximately .48 acres, which will be turned into a free-standing Affordable Housing TIF District. Portland’s ~~amended~~proposed District, remains the same at approximately 422 acres ~~and~~, is bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and Waterfront Capital Improvement TIF Districts to the north and south. The District encompasses the central business district of Portland and the abutting east and west ends of the District. In creating the District, the outlying residential areas of the Eastern and Western Promenades have been purposely excluded.

The Downtown Plan includes a listing of current projects and categories of future investment. It is recognized that meeting the infrastructure needs of Portland’s downtown will be a dynamic process that will be updated locally on an annual basis or as needed. Though the specific public projects prioritized and undertaken from year to year will change, with the exception of this District funding up to \$100,000 annually for the Creative Portland Corporation, categories of investment for the purpose of eligible uses of the TIF Revenues will remain consistent. Actual project selections and prioritization for funding will continue to be made on an annual basis during the City budget and Capital Improvements Plan (CIP) process, based on categories contained in Table 1 hereinbelow. The CIP is the document that presents the City’s capital needs in the current year and plans for capital needs in future years. As a five year plan that is annually updated, the CIP is a dynamic planning document; the FY2015 to 2019 CIP document is included in the Downtown Plan as an appendice.

II. Development Program Narrative

A. The Development Program

The Development Program for the Downtown Transit Oriented Municipal Development and Omnibus TIF District is structured and proposed pursuant to Chapter 206 of Title 30-A of the Maine Revised TIF Statutes, as amended (the “TIF Statute”), and remains the same. The City’s designation of the District, combined with the adoption of this Development Program, creates a single municipal TIF district in order to capture the value of the real

property improvements made within the District and enable the use of TIF revenues for various municipal and other development projects.

Under this Development Program, the City may capture up to 12% in year one, and up to 22% in years 2 through 30, of the new real property value located in the District for a total of thirty (30) years. The City may retain those tax revenues generated by the captured assessed value (the "TIF Revenues") to fund infrastructure improvements and other administrative costs, all as further described in Table 1 hereinbelow. The City reserves the right to capture less than the full 12% in year one and less than the 22% in years 2 through 30, depending on the then-current needs of the City with respect to the approved project costs. Any reduction in the captured value percentage shall adjust the amount of assessed value eligible for sheltering with respect to the tax shift benefit correspondingly. Although all TIF Revenues will be retained by the City at this time, the City reserves the right in the future to negotiate and execute commercial credit enhancement agreements pursuant to City Council approved TIF Policy of up to twenty years, or limited to the balance of District term at that time, and up to sixty-five percent (65%) of the TIF Revenues, within sole Council discretion. -Proposed Amendments to City TIF Policy is attached as Exhibit B and is scheduled for a review and vote by the City Council on November 6, 2017, which amendments include allowing Affordable Housing TIF District credit enhancement agreements to have a maximum term allowed as 30 years (or if in this District limited to balance of District term at that time), and also allowing up to 75% capture for the term.- Such future credit enhancement agreements would require a public hearing and City Council approval.

In designating the District and adopting this Development Program, the City can accomplish the following goals:

- Maintain existing tax revenues;
- Invest in the Downtown public infrastructure;
- Invest in the Creative Portland Corporation annually;
- Invest in new and enhanced transit services;
- Enjoy enhanced future tax revenues generated by new development within the District; and
- Create long-term, stable employment opportunities for area residents because of these TIF investments.

In addition, by creating the District, the City will "shelter" the increase in municipal valuation that development in the District will bring about. This tax shift benefit mitigates the adverse effect that the District's increased assessed property value has upon the City's share of state aid to education, municipal revenue sharing, and its county tax assessment. An estimate of the tax shift benefits is shown in Exhibit D-2 attached hereto.

The City's designation of the District and pursuit of this Development Program constitute a good and valid public purpose pursuant to Chapter 206 of Title 30-A because it represents a substantial contribution to the economic well-being of both the City and the region by providing jobs, contributing to property taxes, and diversifying the region's economic base.

B. The Projects

Development within the District will provide a revenue source for the City's economic development projects. The City intends to use TIF Revenues to further its overall plan to attract and retain businesses that want to take advantage of Portland's business-friendly location, while offering their employees a rich, dynamic, and high quality of life. This includes funding of Creative Portland Corporation, of which the City of Portland is the Corporator, of up to \$100,000 annually, as well as City plans to invest in its public infrastructure in these investment focus areas:

- Sidewalk and Other Pedestrian Enhancements
- Streetscape
- Lighting
- Street Alignment
- Utilities
- Bicycle Improvements
- Public Transit
- Wayfinding
- Economic Development Department administrative costs and staff salaries, and prorated salaries of the City Manager and Planning and Urban Development Director

The District projects at this time are highlighted in Table 1 below:

TABLE 1

NOTE 1: All Citations refer to Title 30-A, Chapter 206, Section 5225

NOTE 2: While this Development Program lists particular projects, the Development Program shall not serve as an appropriation of TIF Revenues for any of these specific purposes, nor shall it commit the City to completing any particular project. The projects will only be undertaken following proper appropriation through the annual budget process and any other applicable required approvals.

Project	Downtown Revitalization Plan Reference by page no.	Statutory Citation	Estimated Cost
In District: Capital Infrastructure Investments, for example:			\$200K annually; \$6 Million over life of District
- Sidewalk and Other Pedestrian Enhancements	5, 6, 7, 9, 34	(1)(A)	
- Roadway Realignments/Paving	5, 6, 34	(1)(A)	
- Intersection Redesigns	5, 6	(1)(A)	
- Bicycle Infrastructure	5, 9, 11	(1)(A)	
	5, 34	(1)(A)	

- Stormwater Management, including water and sewer upgrades - Communications Infrastructure improvements/enhancements - Wayfinding (signage) - Public plaza intersection improvements	5, 33 5, 9, 33 8, 34	(1)(A) (1)(A) (1)(A)	
In and out of District: New and Enhanced Transit Services, including operational costs, for example (see Exhibit K – Transit Map): - Creation of high frequency bus service on Congress Street at 15-minute intervals between the Portland Transportation Center (PTC) and Washington Avenue; - Enhancing Stevens Avenue- Allen Avenue- Congress Street bus service areas; - Corresponding costs for these enhancements, including transit operator salaries; transit vehicle fuel, and transit vehicle parts replacements. - Transit capital costs including transit vehicles and related equipment; bus shelters and other related structures; benches; signs, and other transit-related infrastructure.	3, 6, 32, 33	(1)(A) and (1)(C)(7)	\$110K annually; \$3.3 Million over life of District
In and out of District: City Marketing and Promotion through Creative Portland Corporation (CPC), for example (see Exhibit M Arts District Map within Downtown TOD TIF District): - In District: Center for the Arts, including rental residential space; - In District: capital, financing, real property assembly and professional service costs;	7	(1)(C)(1)	Up to \$100K annually; \$3 Million over life of District

- In and out of District: CPC staffing, administrative and marketing expenses; revolving loan or investment fund.			
In and out of District: Economic Dev. Dept. administrative costs and staff salaries at 100%, and prorated salaries of City Manager and Planning Urban Development Director *	7	(1)(A)(5) and (1)(C)(1)	\$250K annually; \$7.5 Million over life of District
In District: Small Public Capital Infrastructure and Equipment, for example (Downtown Plan pp. 6 and 7) - Parking meters - Vehicles for Public Services Dept. (formerly Public Works Dept.), and Fire Dept., including ambulances	7	(1)(A)(1)(a)	\$100K
In District: Relocation of Displaced Persons (TIF Application, p. 6)	(see TIF application, p. 6)	1(A)(6)	Not budgeted/not anticipated at time of TIF application
In District: CEAs as Approved by City Council (TIF application p. 2)	(see TIF application p. 2)	(1)(A)	Unknown at time of TIF application
Total Estimate of TIF Revenue Expenditure over 30 year term:			\$19,900,000

*This item is not unique to this TIF District, it is also included in the Bayside TIF District, Waterfront TIF District, and Riverwalk TIF District.

C. Strategic Growth and Development

This Development Program and the Downtown Plan meld various studies and plans for the District into one document, thereby promoting those studies and plans and making investments at the appropriate time. The studies and plans noted in the Downtown Plan represent a series of community initiatives, both completed and underway, or in planning process. The Development Program and Project List (Table 1) noted hereinabove represents the best thinking of City staff about current opportunities for realizing the City's longstanding, evolving vision for its Downtown.

D. Improvements to the Public Infrastructure

As further set forth in Table 1 hereinabove, the City may use certain TIF Revenues for sidewalk and other pedestrian improvements, roadway realignments/paving, intersection redesigns, bicycle infrastructure, stormwater management improvements (including water and

sewer maintenance), communications infrastructure improvements/enhancements, wayfinding, and public plaza intersection improvements that are directly related and made necessary by development in the District.

E. Operational Components

1. Public Facilities

The City may use a portion of the TIF Revenues to fund certain projects approved within the District, outlined in Table 1 hereinabove.

2. Commercial Improvements Financed through the Development Program

At this time, no commercial improvements will be financed through the Development Program. The City may, in the future, reimburse a percentage of the TIF Revenues from any particular lot within the District to future developers through a credit enhancement agreement. Future credit enhancement agreements are authorized only if the City Council meets and holds a public hearing and votes to authorize, negotiate, and execute the credit enhancement agreement pursuant to City Council approved TIF Policy. Such credit enhancement agreements may provide a reimbursement of up to sixty-five percent (65%) of the TIF Revenue for up to twenty (20) years in the District, but limited to balance of the term of this District.

3. Relocation of Displaced Persons

It is not anticipated that any persons will be relocated; however, the City has provided that if, in the future, relocation of persons is necessary to accommodate future redevelopment within the District, the one-time relocation costs of such displaced persons can be paid for with TIF Revenues, exclusive of rent.

4. Transportation Improvements

The City may fund road/transportation improvements made necessary by the increased traffic to the District. Please see Table 1 hereinabove for more details.

5. Environmental Controls

The improvements made under this Development Program will meet or exceed all federal, state, and local environmental laws, regulations, and ordinances and will comply with all applicable land use requirements for the City.

6. Plan of Operation

During the term of the District, the City Manager or his designee will be responsible for all administrative matters within the purview of the City concerning the implementation and operation of the District.

III. Physical Description

The ~~proposed~~ 422-acre District is bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and Waterfront Capital

Improvement TIF Districts to the north and south. The District encompasses the central business district of Portland and the abutting east and west ends of the District. In creating the District, the outlying residential areas of the Eastern and Western Promenades have been purposely excluded. The amended proposed District is shown on Exhibit C. The statutory threshold limits addressing the conditions for approval mandated by 30-A M.R.S.A. Section 5223(3) are set forth in Exhibit E.

IV. Financial Plan

A. Financial Characteristics

The collective original assessed value of the real property in the District is \$968,136,850 as of March 31, 2014 (Tax Year April 1, 2013) remains unchanged. Please see the Assessor's certificate of the original assessed value attached as Exhibit F. It is noted that Downtown TOD/TIF acreage and value calculations are exempt from State TIF law limits.

The City may capture up to 12% in year 1, and up to 22% in years 2 through 30, of the increased assessed value of the real property located within the District for the duration of the 30-year term of the District. Personal property tax value will not be captured within the District. The TIF Revenues so collected will fund and/or contribute to the funding of the approved projects, including each of the projects described on Table 1 hereinabove, which collectively increase the City's ability to stand out in a competitive marketplace as a dynamic municipality in which to grow a business. All assessed real property value captured in the District will be added to the general tax rolls at the end of the District's term. Please note that at any time during the term of the District, the municipality can vote to reduce the captured value percentage and instead deposit the tax revenues into the General Fund so long as the municipality does not receive the tax shift benefit associated with the tax revenues so deposited.

Upon each payment of real property taxes for property located inside the District, the City will deposit into a development program fund (the "Development Program Fund") the entirety of the property tax payments constituting TIF Revenues. The percentage of increased assessed value of real property within the District that will be captured shall be determined annually during the municipal budget process; however, the City may capture up to 12% in year one, and up to 22% in years 2 through 30, of the increased assessed value of real property as captured assessed value. The Development Program Fund is pledged to and charged with the payment of the project costs in the manner and in the order provided in 30-A M.R.S.A. Section 5227(3). The Development Program Fund will consist of a development sinking fund account (the "Sinking Fund Account") to the extent municipal bonded indebtedness is used to pay for projects costs, and a project cost account (the "Project Cost Account"). From the Development Program Fund, the City will deposit the TIF Revenues into the City's Sinking Fund Account and/or the Project Cost Account to be used to fund projects listed in Table 1 hereinabove. If future credit enhancement agreements are approved by the City Council, then a subaccount within the Project Cost Account shall be created for any payments required to be made by the City pursuant to such credit enhancement agreement, dedicated to each credit enhancement agreement.

Estimates of the increased assessed property values of the District, the anticipated TIF Revenues generated by the District, and the estimated tax shifts are shown in Exhibit D-1 and Exhibit D-2.

B. Costs and Sources of Revenues

The current and future developers owning or leasing properties located within the Districted are intended to pay for and/or finance all private improvements located in the District through private sources. Table 1 hereinabove provides estimated costs of the municipal projects costs to be undertaken with TIF Revenues.

C. Indebtedness

The City reserves the option to fund the project costs through public indebtedness.

V. Statutory Requirements and Thresholds

The statutory requirements and thresholds for approval required by Section 5223(3) of the TIF Statute are set forth in Exhibit E.

VI. Municipal Approvals

A. Notice of Public Hearing

Attached as Exhibit G hereto is a copy of the Notice of Public Hearing regarding ~~amending a~~ adoption of the Development Program for the District, published in the *Portland Press Herald*, a newspaper of general circulation in the City, on November 3, 2017~~January 20, 2015~~, a date at least ten (10) days prior to the public hearing. The public hearing on the amended ~~District Development Program~~ was held on November 20, 2017~~February 2, 2015~~, in accordance with the requirements of 30-A M.R.S.A. Section 5226(1).

B. Minutes of Public Hearing Held by City Council

Attached as Exhibit H hereto is a certified copy of the minutes of the public hearing held on November 20, 2017~~February 2, 2015~~, at which time this amended ~~District Development Program~~ was discussed by the public.

C. Authorizing Votes

Attached as Exhibit I hereto is an attested copy of the City of Portland Order approving this amended ~~District Development Program, which includes the City of Portland Downtown Revitalization Investment Plan,~~ with the results of the voted ~~d~~ noted on this Order duly called and held on November 20, 2017~~February 2, 2015~~.

PORTLAND TIF POLICY

February 4, 2013

PROPOSED AMENDMENTS 4.13.89.25.22.17

I. INTRODUCTION

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

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

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

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

II. STATE TIF LIMITATION

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

III. PURPOSE

The primary purposes of the TIF Policy include:

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

- F. To establish standards upon which the City Council will authorize TIF.

IV. GENERAL PRINCIPLES

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

A. Investment

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

B. Jobs Associated with Commercial and Industrial Development

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

C. Maximize Tax Sheltering Benefits

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

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

Annually, the Council Committee with jurisdiction over housing and community development and City Council will evaluate available TIF district capacity related to State acreage and value limitations to determine whether existing TIF districts need amending and/or new TIF district establishment. Scheduled public infrastructure investments

included in the City's Capital Improvement Plan will inform decisions about adjustments to existing TIF districts or establishment of new TIF districts.

V. APPROACH, POLICY, and TERM REQUIREMENTS

Must meet or exceed the below requirements.

A. Approach

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

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

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

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

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

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

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

B. Policy for the Three Approaches

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

Requires annual review and City Council financial appropriations.

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

- a) Area wide TIF will be established for infrastructure investment which has applications beyond one individual project.

- b) City TIF emphasis will be placed upon the following general "Priority Revitalization Areas" to support commercial development, housing development, redevelopment, or to support buildings in need to redevelopment, address blight or historic preservation:

- Affordable housing projects off peninsula;
- ~~○ India Street Neighborhood;~~
- ~~○ Franklin Street Corridor from I-295 to Commercial Street;~~
- Riverside Street commercial and industrial zoned areas;
- Forest Avenue corridor from I-295 to Woodfords Corner;
- Washington Avenue corridor from Congress Street to I-295;
- ~~○ Re-examine the boundary of Bayside TIF District;~~
- ~~○ Examine establishing a Downtown TIF district in place of the Arts TIF District;~~
- Portland Technology Park ;
- Areas in which future significant wastewater and/or stormwater infrastructure investments are planned;
- West Commercial Street vacant property;
- Libbytown;
- St. Johns Street Valley;
- Other areas based upon scheduled public infrastructure investment included in the City's Capital Improvement Plan.

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

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

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

State law requires that at least 25% of the district area must be suitable for residential use, development must be primarily residential, and at least 1/3

of the units must be for households at or below 120% of area median income which allows for individual mixed income projects or area wide affordable housing TIF districts.

Allowable uses of AHTIF revenues are defined by State law.

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

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

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

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

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

- i) City Green Building Code

~~When assistance is provided for site specific TIF districts, any CEAs shall include a requirement that the project comply~~ Compliance with the City's Green Building Code ~~is required when TIF assistance is provided to individual private project CEAs.~~ is required when TIF assistance is provided to individual private project CEAs.

ii) Affordable Housing

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

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

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

Allowable uses of AHTIF revenues are defined by State law.

(iii) State Prevailing Wage Requirement

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

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

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

(iv) Local, Diverse and Veteran Hiring Preference

The firms employed in the construction phase of a TIF-assisted project must demonstrate and produce documentation that a cumulative total of 25% of the total construction-related work hours are performed by:

Residents of the City of Portland

Minority and women employees

Veterans of the United States Armed Forces

Upon review and recommendation from the City Council Committee and approval by the full City Council, a waiver may be granted for TIF recipients that demonstrate a hardship related to this provision.

(iv) Equal Employment Opportunities and Nondiscrimination

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

~~(iv) Participation in Apprenticeship and/or Job Training Program~~

~~The firms employed in the construction phase of a TIF-assisted project must participate in an bona-fide job training or apprenticeship program registered with and approved by the Maine or U.S. Departments of Labor for each separate trade or classification in which it employs employees and must continue to participate in such program(s) for the duration of the construction phase of the TIF-assisted project. Apprenticeship programs registered and approved by the US Department of Labor and/or Maine Department of Labor would meet this requirement.~~

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

i) Financial Necessity.

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

ii) Financial Capacity.

The applicant must demonstrate financial capacity to support their project.

iii) Fees

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

C. Terms for CEA Projects

1) Maximum Percentages.

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

2) Maximum Number of Years.

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

3) Use of Maine Services for CEA Projects Encouraged.

4) Clawback Penalty Provision

If it is determined by the City Council, based on their review of the "Post Construction Report to City Council" referenced in Section C of the Application and Administration Process, that the requirements of Section B(3)(a) of this policy are not met, the City Council shall direct the City Manager to terminate the TIF agreement and recoup any funds expended or allotted as a part of the CEA. CEAs for site specific TIF districts shall contain a penalty provision that provides that in the event that the property developer fails to comply with the provisions of the CEA, the City may deduct up to 10% of the amount to be reimbursed to the developer for each year of the term of the CEA.

(5) Bonus Provision

The City Manager or his/her designee is empowered to develop a financial bonus system, not to exceed 2.5% of the total TIF assistance, for TIF recipients that exceed the requirements outlined in Section B(3)(a)(iv) of this policy.

VI. TIF APPLICATION AND ADMINISTRATION PROCESS

A. Application Information and Contact.

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

B. Approval Process.

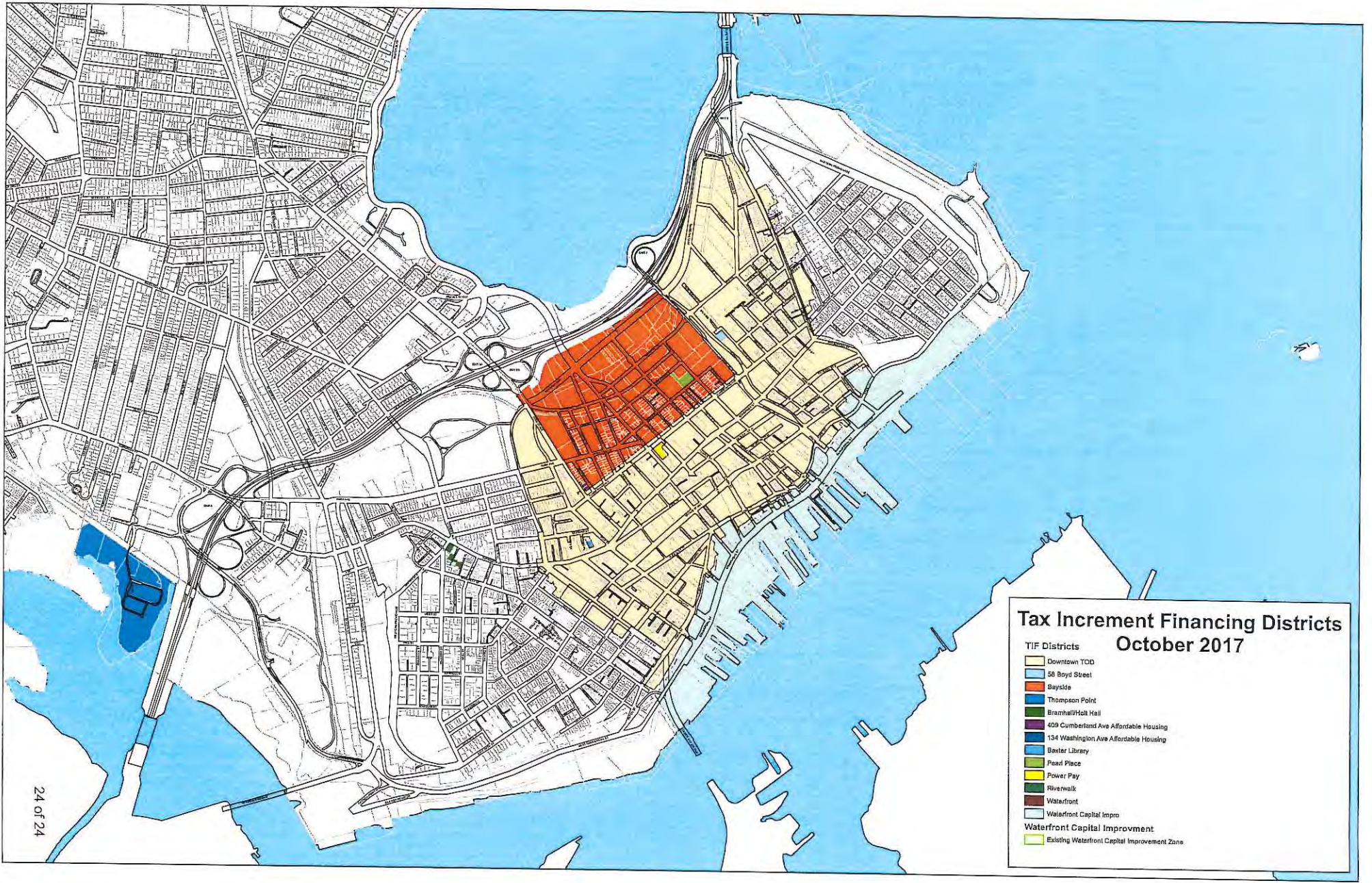
There is a two step approval process which includes obtaining a recommendation from the City Council Committee and City Council approval. Two meetings (or readings) by the City Council are needed. The City Council vote on the TIF occurs at the second meeting.

C. Post-Construction Report to City Council.

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

D. Annual Report to City Council.

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



Order 139-14/15

Passage: 9-0 on 2/9/2015

Effective 2/19/2015

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER APPROVING AND ADOPTING
THE DOWNTOWN TRANSIT ORIENTED DEVELOPMENT AND OMNIBUS
TAX INCREMENT FINANCING DISTRICT
AND ADOPTING THE MUNICIPAL DEVELOPMENT PROGRAM
FOR THAT DISTRICT WITH ITS
DOWNTOWN REVITALIZATION INVESTMENT PLAN**

WHEREAS, in 2014, Mayor Michael Brennan and City Council established the goal of implementing Tax Increment Financing (TIF) Programs that focus on the creation of appropriately sized and designed TIF districts and advance other Council goals in the areas of transit, economic development, public infrastructure and municipal finance; and

WHEREAS, the City Council adopted a revised TIF Policy on February 3, 2014 which supports the establishment of area-wide TIF districts that invest in public infrastructure and economic development programs; and

WHEREAS, the Downtown Transit Oriented Development (DT/TOD) and Omnibus Tax Increment Financing District includes a large single area-wide TIF district of approximately 422 acres, including the majority of the Portland Peninsula, bounded by Washington Avenue to the east, State Street to the west, following the edges of the adjacent Bayside and the Waterfront Capital Improvement TIF District to the north and south; and

WHEREAS, the proposed DT/TOD TIF District is designed strategically to maintain and expand the City tax base and job growth, invest TIF revenue in public infrastructure, new and enhanced transit, and economic development programs including Creative Portland, and pay a portion of the salaries of the City Manager and Planning and Urban Development Director, as well as administrative and salary costs for the Economic Development Department; and

WHEREAS, while the total amount of property tax revenue that is devoted to infrastructure, transit, Creative Portland, and public infrastructure, among other priorities, will be dependent on future property evaluations, this investment is estimated at more than \$15 million over the 30-year duration of the TIF;

NOW, THEREFORE, BE IT ORDERED, that the Downtown Transit Oriented Development and Omnibus Tax Increment Financing District and Municipal Development Program with Downtown Revitalization Investment Plan is hereby approved in substantially the form attached hereto; and

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

Order 105-17/18
Feb 23 11-6-17

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 APPROPRIATING
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS
IN THE AMOUNT OF \$200,000 TO THE
PORTLAND HOUSING DEVELOPMENT CORPORATION
RE: 58 BOYD STREET**

ORDERED, that the amount of \$200,000 in Home Investment Partnerships (HOME) Program funds is hereby appropriated to the Portland Housing Development Corporation for development costs for 58 Boyd Street Apartments; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Planning and Urban Development Department
Housing & Community Development Division

DATE: October 26, 2017

SUBJECT: Order Authorizing Financial Assistance in the amount of \$200,000 in HOME Program Funds to the Portland Housing Development Corporation project entitled 58 Boyd Street Apartments

SPONSOR: Jill Duson, Chair
Housing Committee
Date the Committee Met: September 26, 2017
Results: 3-0 in favor

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading November 6, 2017 **Final Action** November 20, 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)
Mary Davis, HCD Division Director will be available to answer any questions

I. ONE SENTENCE SUMMARY

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$200,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The HOME loan request is detailed in this memo. The AHTIF request is discussed in a separate memo.

II. AGENDA DESCRIPTION

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$200,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project. The HOME loan request is detailed in this memo. A separate memo will discuss the AHTIF.

The 58 Boyd Street Apartments project will include:

58 Boyd Street		
Efficiency Units (25)	at or below 50% area median income	12
	at or below 60% area median income	5
	Market Rate	8
1-Bedroom Units (5)	at or below 50% area median income	3
	at or below 60% area median income	1
	Market Rate	1
2-Bedroom Units (16)	at or below 50% area median income	12
	at or below 60% area median income	2
	Market Rate	2
3-Bedroom Units (9)	at or below 50% area median income	9
	at or below 60% area median income	0
	Market Rate	0
Total Units		55

The project will consist of a fifty-five (55) unit, mixed-income, multi-family rental apartment community. Forty-four (44) units will be affordable to households earning below 60% of the area median income. The remaining eleven (11) units will be market-rate apartments. Twenty-eight (28) units will have project based rental assistance; ten percent (10%) of the units will have a set-aside for homeless households and another ten percent (10%) will have preference for homeless or disabled households. This is the next phase of Portland Housing Authority's strategic planning goal of increasing the supply of affordable housing.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project, has the financial capacity to keep the development process moving forward and the project will have sufficient cash flow to repay the City HOME loan in full.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the initial HOME funding recommendation noted below. With that being said, the third party report makes the following recommendations:

A HOME loan in the amount of no more than \$200,000, over 30 years, at zero percent interest, with repayment annually of 25% of cashflow.

III. BACKGROUND

The Portland Housing Development Corporation submitted an application for HOME funding for their 58 Boyd Street project in September. It is noted that this project received approval for HOME funding in 2015 and 2016. Unfortunately the project was not successful in the 2016 and 2017 application for Low Income Housing Tax Credits (LIHTC) (the project missed funding in the 2017 round by 1 point). The developer has been able to adjust the project and appears to be well positioned to score higher in the 2018 LIHTC application. HOME funding previously allocated to this project was re-allocated to a different project.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Increase access to safe, location-efficient rental and ownership housing that is affordable for working and low-income families.

Public Benefits Creation of 55 units of mixed income housing, eighty percent (80%) of which will be affordable to households at or below sixty percent (60%) of the area median income.

V. FINANCIAL IMPACT

The property is currently tax exempt. When completed the project's estimated tax assessed value is \$5.1 million.

HOME funds request: \$200,000, over 30 years, at zero percent interest, with repayment annually of 25% of cashflow. City HOME investment/unit: \$3,636

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project, has the financial capacity to keep the development process moving forward and that the project will have sufficient cash flow to repay the City HOME loan in full.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the initial HOME funding recommendation noted below. With that being said, the third party report makes the following recommendations:

A HOME loan in the amount of no more than \$200,000, over 30 years, at zero percent interest, with repayment annually of 25% of cashflow, with the following conditions prior to loan closing:

1. Satisfactory review of a final development budget and operating pro forma which is consistent with the commitments of all source, including a cashflow waterfall acceptable to the City;
2. Final rent schedules to be compared to maximum allowable rents and applicable utility allowance charts to determine final maximum rent rates, and satisfactory review of a letter of intent from Cultivating Community (or other prospective tenant) to lease ground floor space at price as proposed in the final operating budget;
3. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

As part of the Maine State Housing Authority's (MSHA) Qualified Allocation Plan (QAP) application due in February, the developers will need letters of commitment of support for their projects prior to the QAP submission deadline. If the Council agrees with the staff recommendation, this letter would include the recommendations of the third party underwriter and be conditioned on the completion of the following additional requirements:

1. The commitment will be subject to compliance with all HOME Program regulations including, but not limited to, satisfactory underwriting analysis, cost allocation, designation of HOME units and compliance with the new HOME Final Rule (effective August 23, 2013) and the Consolidated and Further Continuing Appropriations Acts of 2012 and 2013.
2. The commitment will include the requirement that the environmental review process be satisfactorily completed. The City's agreement to provide funds will be conditioned on the determination to proceed with, modify or cancel the project based on the results of the environmental review.
3. Commitment of funds to be stated as "an amount up to the funding request based on maximization of LIHTC equity raise", to ensure that the City's contribution is leveraged to the maximum extent possible.
4. If applicable, documentation acceptable to the City that the acquisition cost is reasonably related to market value. This is a HOME Program requirement.
5. Commitment should be subject to the projections and assumptions noted in the project budgets and pro-forma submitted, for both HOME and TIF funding, and the City reserves the right to reconsider and adjust their commitment if any significant alterations occur in the budget. A final commitment will be subject to a final budget.
6. Any substantial changes to the composition of the project, or the financial investment required, will be brought back to the Housing Committee and the City Council for review and approval.

A recommendation for City HOME funding by the City Council is not the same as approval of the overall project. After carefully weighing the potential benefits and impacts on the City and

surrounding neighborhood against the standards in the Land Use Ordinance, the Planning Board will ultimately determine if a project meets those standards. Any funding awarded will be contingent on the project's final approval by the Planning Board.

VII. RECOMMENDATION

Staff is requesting approval by the City Council of HOME funding not to exceed \$200,000 with a loan term of 30 years at zero percent interest with repayment annually of 25% of cashflow.

VIII. LIST ATTACHMENTS

HOME Application Information for 58 Boyd Street
Third Party Underwriting Analysis

Prepared by: Mary P. Davis, HCD Division Director

Date: October 26, 2017

Bean/agendarequestmemo/rev 1/23/2017

Portland Housing Development Corporation 58 Boyd Street Apartments – Project Summary

Overview of Development Proposal

Portland Housing Development Corporation is initiating the next phase of development in the East Bayside neighborhood to continue to strive for one of our strategic planning goals of increasing the supply of affordable housing in the City of Portland.

Unit Mix

We are proposing to develop a 55 unit multi-family apartment building for families with the following tentative unit mix: Efficiency – 25 units; 1 bedroom – 5 units; 2 bedroom – 16 units; 3 bedroom – 9 units; TOTAL - 55 units

Affordability

- 65% of the units will be for households making at or below 50% of the Area Median Income (about \$41,500 for a family of 4).
- Of the 65%, half of the units (28) will have Project Based Rental Assistance.
- 15% of the units would be for households earning up to 60% AMI.
- 20% of the units would be market rate.
- 10% of the units will have a set-aside for homeless households
- Another 10% of the units will have a preference for homeless or disabled households

Response to Selection Criteria

Criterion 1 - Achieving City Goals and Addressing Demonstrated Need

Market demand – Please see our market demand analysis in Section B.23 that demonstrates the inadequacy of the existing supply of apartments to meet demand.

Economic diversity - Our program includes 10 market rate units (20%) in a census tract that had 54% of its residents living below the poverty line as of the 2010 Census. We have also discounted our market rate rents by 5%-10% below what a recent market study showed for market-rate rents. By doing this, we are trying to reach the “workforce housing” households that the City is targeting in their recent housing needs study. Remaining units are targeted to households earning below 50% and 60% of area median income allowing for additional income diversity.

No smoking - 58 Boyd Street Apartments will prohibit smoking in units and interior common areas as well as having a non-smoking clause in tenant leases. Additional information on management’s smoking policy can be found in Section B.21 and B.22 regarding the management agreement and supportive services.

Criterion 2 - Financial Feasibility

The financial projections included herein have been developed directly with our architectural design team and looking at current development and operating budgets of active projects. Hard and soft costs of development are based on both the specifics of the conceptual plans as well as experience with comparable developments in Portland. Operating expenses are consistent with area developer experience and using data from partners on the Bayside Anchor project. Rents are 11% to 64% below market (ensuring a strong competitive position within the market). Finally, the financial projections - including prefunded replacement and operating reserves - conform to MSHA underwriting standards and the project characteristics should yield an extremely competitive application in the upcoming LIHTC round at MSHA. Please see attached Section B.20 Financial Analysis.

Criterion 3 - Applicant Ability and Project Readiness

The development team assembled for 58 Boyd Street Apartments features many of the most experienced

and capable players in affordable housing in Portland and Maine.

Owner/Developer **PHDC** is the development subsidiary of Portland Housing Authority (PHA). PHA is the largest landlord in Portland and also manages the largest Section 8 program in Maine. **Jay Waterman**, PHDC's Director of Development, brings 6 years of experience as Avesta Housing's Director of Development and another 6 years as a leader in green building construction while at Thornton Tomasetti, an international engineering and green building consulting firm based in New York. Jay developed one of the recent affordable multi-family communities in the Bayside neighborhood, Pearl Place Phase I and recently completed the Bayside Anchor project for the Housing Authority.

The project's Management Agent, **Hallkeen Management Corporation** manages properties and reviews operating budgets for over 2,400 units in New England including over a hundred in Portland, including our 100 State Street senior housing development. PHDC will work closely with Hallkeen to ensure a financially viable project for the long-term.

CWS Architects is the premier architectural firm in the Portland area working on the design of multi-family buildings. They are designing the first ever multi-family *Passive House* project in the State of Maine and will use this knowledge to design 58 Boyd Street Apartments to the same standard. Sub-consultants to CWS include **Carroll Associates Landscape Architects**, **Becker Structural Engineering**, **Bennett Engineering** and **Ransom Civil Engineering**.

58 Boyd Street Apartments is well positioned to move from planning and design into production upon receipt of City and LIHTC funding. HUD approval for the transfer of the site will be received in advance of the LIHTC award, which will allow for unimpeded progress through the local development review process. The team is submitting a site plan application in mid-September, 2017 and, pending approval of MaineHousing tax credits, will be ready for construction in the Fall of 2018.

Criterion 4 - Impact on Surrounding Neighborhood, Design Compatibility and Environmental Issues

The site is in an existing residential neighborhood with a mix of owner-occupied and rental housing. Multifamily rental is appropriate for and compatible with the site. 58 Boyd Street Apartments' design is consistent with the style and type of construction historically found in East Bayside and other residential neighborhoods on the Peninsula. Our Site Plan submission to the planning board will use the new height bonus proved by the City Council in Division 30 of the zoning ordinance. Given other projects along the same Franklin Street corridor (Illuminato Condos) increasing to 77 feet in height and the West Bayside Height Overlay anywhere from 85 feet to 125 feet in height, we feel our building should enhance the higher density areas such as the Franklin transportation corridor with a building that is over 70 feet tall.

Replacing a relocating office building and Head Start School with a high performance, human-scaled apartment building that will have an active connection to the adjacent gardens represents a significant step in the process of restoring the neighborhood fabric that existed in East Bayside before Urban Renewal. Units are designed to serve the needs of residents with a focus on comfortable temperatures and excellent indoor air quality. Amenities include community facilities, common laundry room and community/event space.

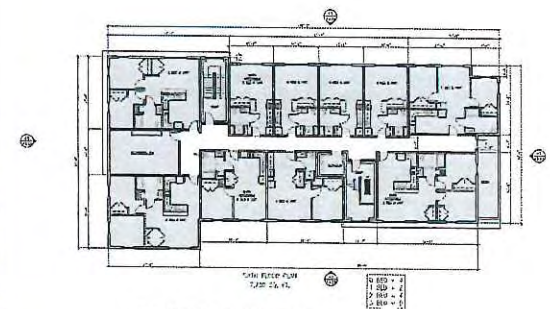
58 Boyd Street Apartments' design will meet and significantly exceed the City's Green Building Code. The team's design professionals (CWS Architects) are leaders in the *Passive House* ultra-low-energy building movement including Community Housing of Maine's first *Passive House* building in the State of Maine, which opened in 2016. 58 Boyd Street Apartments employs the *Passive House* principles of plentiful fresh air, passive solar design, superinsulation and airtightness, used in conjunction with highly efficient energy recovery ventilation, to dramatically reduce energy demand and simplify overly complex and expensive multifamily mechanical systems.



SITE PLAN
SCALE: 1"=10'-0"



LOCATION MAP
SCALE: NTS



FLOOR PLAN LEVEL 6
SCALE: 1"=20'-0"

OWNER:

58 BOYD STREET, LP
14 BAXTER BLVD.
PORTLAND, ME 04101

ARCHITECT:

CWS ARCHITECTS
434 CUMBERLAND AVE
PORTLAND, ME 04101

58 BOYD ST APARTMENTS Portland, ME

September 8, 2017





Project Completion Schedule

Activity	Actual/Scheduled Date Month/Year
A. SITE	
Option/Contract	10/11/16
Site Acquisition	09/15/18
Zoning Approval	12/01/17
Site Analysis	10/15/16
B. FINANCING	
Construction Loan Commitment	04/01/18
Permanent Loan Commitment	04/01/18
Other Sources Committed	12/15/17
C. PLANS AND SPECIFICATIONS	
50%	01/31/18
90%	05/01/18
100%	07/01/18
D. CONSTRUCTION LOAN CLOSING	09/15/18
E. CONSTRUCTION START	09/20/18
F. COMPLETION OF CONSTRUCTION	08/31/19
G. LEASE-UP	
Initial Lease-up	09/01/19
Sustained (95%) Occupancy	12/15/19

58 Boyd St, Portland, ME

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58 Boyd St

Portland, ME 04101

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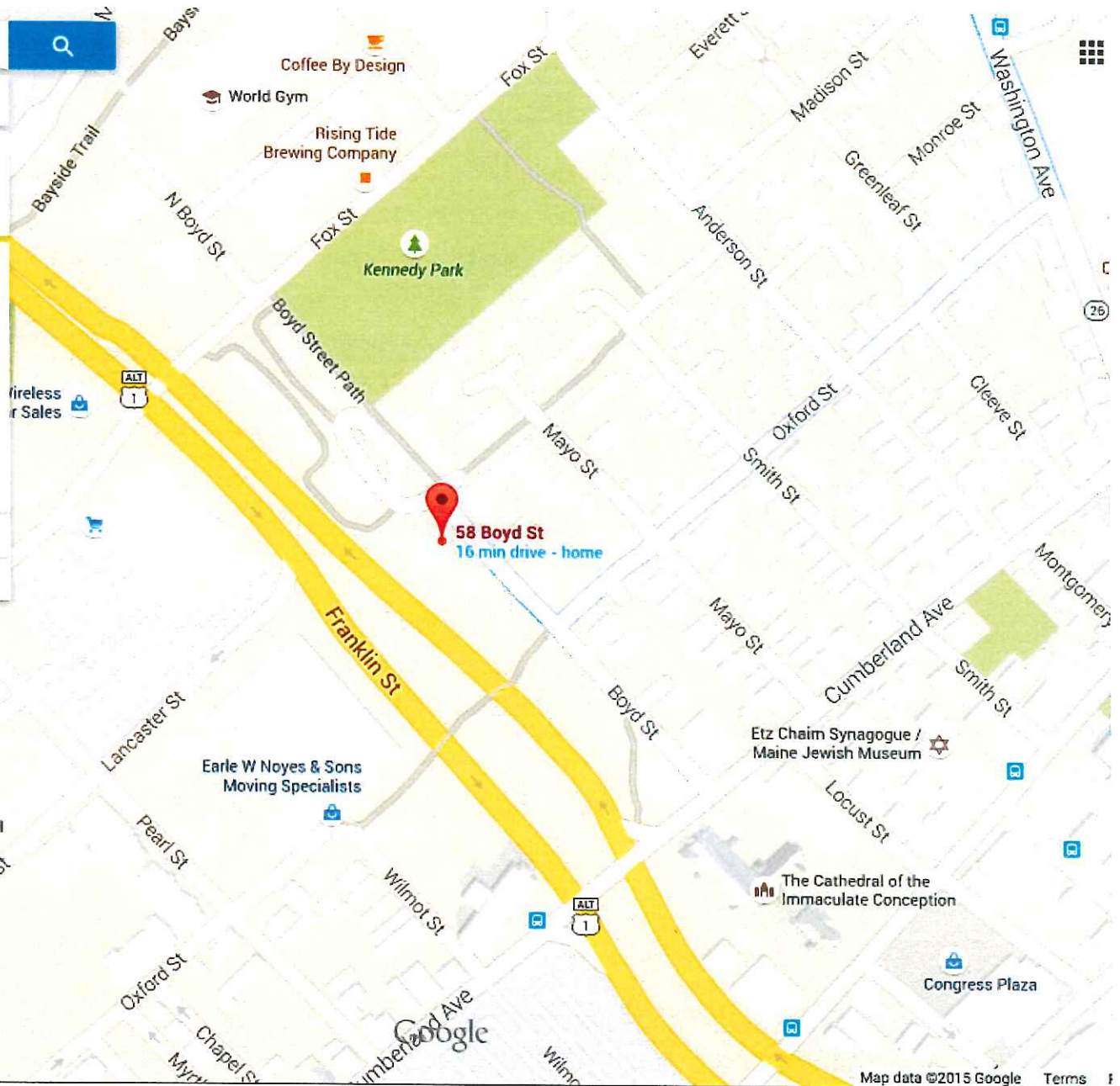


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58 Boyd St
16 min drive - home

58 Boyd Street, Portland, ME



58 Boyd St
Portland, ME 04101

Directions



SAVE



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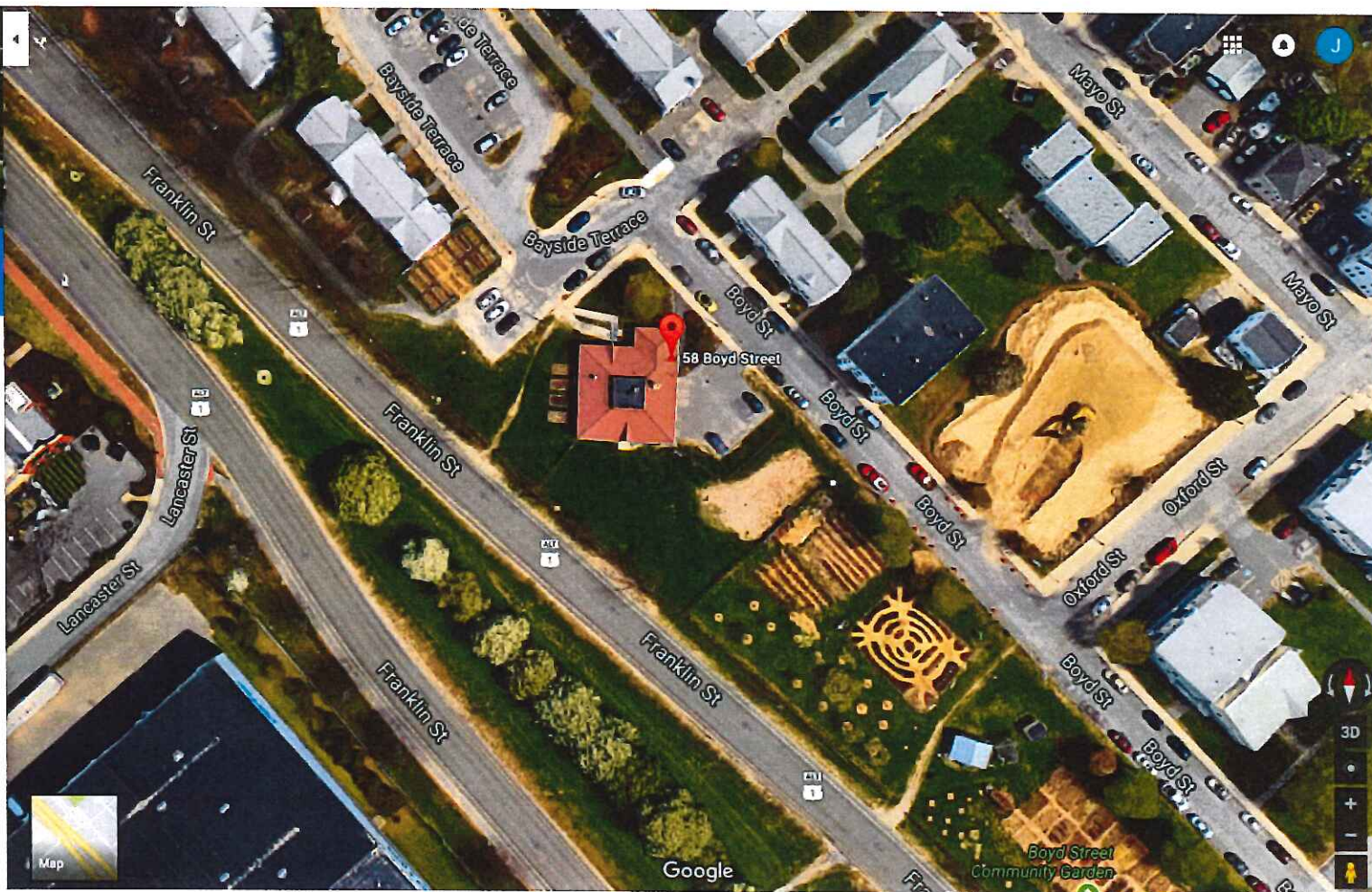
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At this location

Prop

Day Care Center - 58 Boyd St







58 Boyd Street Apartment Sources and Uses

58 Boyd Street Apartments - Sources and Uses

Sources		
Development Fee Loan	0	
MH Amortizing Loan	550,000	
City FedHOME	200,000	
AHP Loan	2,932,139	
FHLB Subsidy	750,000	
Net Syndication	6,756,824	795,000 Credit Allocation
Sponsor Loan	119,936	
Total	11,308,899	
Uses		
Construction	8,769,264	\$172.24 /sf Construction
Soft Costs	910,630	
Finance Costs	170,700	
Miscellaneous	198,780	
Acquisition	0	
Reserves	509,524	
Developer Fee	750,000	
Total	11,308,899	205,616 Gross TDC / Unit
		199,461 Adj. TDC / unit

PROJECT FINANCING								
Source		Amount	Rate	Term	Lien	Annual D/S		
						Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1:	MH Subsidy	0	0.00%	30	First	0	0	0
Source 2:	MH Amortizing Loan	550,000	6.00%	30	First	39,570	39,570	39,570
Source 3	AHP Loan	2,932,139	5.00%	30	First	188,884	188,884	188,884
Source 4:	Sponsor Loan	119,936	0.00%	30		3,690	3,690	3,690
Source 7	City FedHOME	200,000	0.00%	30	Third	0	0	
Source 8	AHP Subsidy	750,000			Third		Grant	
Source 9	Development Fee Loan	0			Unsecured		Cash Flow	
Source 10	Net Syndication	6,756,824	\$0.85					
	Capitalization Gap	-0						
	Total	11,308,899						

58 Boyd Street Development Budget

	Pro Forma Development Budget		Commercial	Total
	Residential	Per Unit		
Site Improvements	748,000	13,600		748,000
Construction	6,817,499	123,955	0	6,817,499
Demolition	0	0		0
Builder Overhead	420,000	7,636		420,000
Builder Profit	321,218	5,840		321,218
Bond Premium	44,963	818		44,963
Construction Contingency 5%	417,584	7,592		417,584
Subtotal Construction Costs	8,769,264	159,441	0	8,769,264
Building Permits and Fees	175,730	3,195		175,730
Survey & Engineering	66,900	1,216		66,900
Architectural & Design	510,000	9,273		510,000
Legal	68,000	1,236		68,000
Title & Recording	15,000	273		15,000
Accounting	8,000	145		8,000
Construction Period Tax	8,000	145		8,000
Construction Period Insurance	25,000	455		25,000
Soft Cost Contingency	34,000	618		34,000
Subtotal Soft Costs	910,630	16,557	0	910,630
Construction Loan Origination Fees	7,500	136		7,500
Construction Loan Interest	115,500	2,100		115,500
Constr Partic. Fee/Perm Loan Fee	14,500	264		14,500
Lend Inspec, Const legal, Letter of Credit	33,200	604		33,200
Subtotal Finance Costs	170,700	3,104	0	170,700
Market Survey	5,200	95		5,200
Appraisal	6,000	109		6,000
Environmental Study	13,500	245		13,500
LIHTC Fees/ prepd monitor	63,000	1,145		63,000
Commissioning	57,080	1,038		57,080
FF&E	54,000	982		54,000
Subtotal Miscellaneous	198,780	3,614	0	198,780
Acquisition: Buildings	0	0		0
Acquisition: Land	0	0		0
Acquisition: Legal	0	0		0
Subtotal Acquisition	0	0	0	0
Operating Deficit Escrow	305,530	5,555		305,530
Pre-funded Replacements	76,037	1,382		76,037
Tax & Insurance Escrow	77,958	1,417		77,958
Working Capital	0	0		0
GP Contribution	0	0		0
Developer Overhead	420,000	7,636		420,000
Developer Profit	330,000	6,000		330,000
Rent-up & Marketing	50,000	909		50,000
Subtotal Fee and Reserves	1,259,524	22,900	0	1,259,524
Total Development Costs	11,308,899	205,616	0	11,308,899
TDC Less LIHTC Fees and ODE		199,461		

Rent Schedule

PROPOSED RENT SCHEDULE								
Type	AMI	# Units	Rents from Applicant	Program Max Rents	Gross Rent	Market Rent	Utility Allow.	Total Rent
Efficiency	40% LIHTC	0				\$1,045	0	0
	50% LIHTC PBV	4	718	718	718	\$1,045	0	34,464
	50% LIHTC	8	718	718	718	\$1,045	0	68,928
	60% HOME	0				\$1,045	0	
	60% LIHTC	5	862	862	862	\$1,045	0	51,720
	Market	8	\$941	\$941	941	\$1,045	0	90,288
1BR	40% LIHTC	0				\$1,215	0	0
	50% HOME	0				\$1,215	0	
	50% LIHTC PBV	3	770	770	770	\$1,215	0	27,720
	50% LIHTC	0	770	770	770	\$1,215	0	0
	60% LIHTC	1	924	924	924	\$1,215	0	11,088
	Market	1	\$1,033	\$1,033	1,033	\$1,215	0	12,393
2BR	40% LIHTC	0				\$1,520	0	0
	50% HOME	0	923	923	923	\$1,520	0	0
	50% LIHTC PBV	12	923	923	923	\$1,520	0	132,912
	High HOME	0				\$1,520	0	0
	60% LIHTC	2	1,108	1,108	1,108	\$1,520	0	26,592
	Market	2	\$1,368	\$1,368	1,368	\$1,520	0	32,832
3BR	50% LIHTC	0	1067	1067	1,067	\$1,810	0	0
	50% LIHTC PBV	9	1067	1067	1,067	\$1,810	0	115,236
	60% HOME	0				\$1,810	0	0
	60% LIHTC	0	1281	1281	1,281	\$1,810	0	0
	Market	0	\$1,629	\$1,629	1,629	\$1,810	0	0
	4BR	50% HOME					\$0	0
50% LIHTC						\$0	0	0
60% HOME						\$0	0	0
60% LIHTC						\$0	0	0
Market								0
Other:								0
Subtotals						55		604,173
Vacancy Rate					5%			-37,573
Other Income					50% TIF			55,208
Other Income					PBV-HAP Diff.			147,288
Other Income					Laundry			5,500
Tenant Income					CSF			12,000
Effective Gross Income								786,595

One Year Operating Expenses

OPERATING EXPENSES					
Expense	Residential Annual	Annual Per Unit	Monthly Per Unit	Community Facility Annual	Total Building Annual
Administrative Expenses:					
Management Fees	42,833	779	65	0	42,833
Management Charges	42,833	779	65	0	42,833
Marketing Expenses	500	9	1	0	500
Legal Expenses	2,000	36	3	0	2,000
Auditing Expenses	6,000	109	9	0	6,000
					0
Other Administrative Expenses	0	0	0	0	0
Administrative Expenses	94,167	1,712	143	0	94,167
Operating Expenses:					
Janitorial Payroll	0	0	0	0	0
Janitorial Supplies and Equipment	0	0	0	0	0
					0
Janitorial Contractual Services	20,000	364	30	0	20,000
Propane Heat & HW	24,000	436	36	1,000	25,000
Electricity	35,000	636	53	4,000	39,000
Water and Sewer	32,500	591	49	1,000	33,500
Garbage and Trash Removal	15,000	273	23	500	15,500
Vehicle and Equipment Expenses	0	0	0	0	0
Other Operating Expenses	0	0	0	0	0
Operating Expenses	126,500	2,300	192	6,500	133,000
Maintenance Expenses:					
Grounds Maintenance Payroll	0	0	0	0	0
Grounds Tools and Supplies	0	0	0	0	0
Grounds Contractual Services	7,500	136	11	750	8,250
Miscellaneous Ground Maintenance	0	0	0	0	0
Tenant Damage Charges - Grounds	0	0	0	0	0
Building Maintenance Payroll	0	0	0	0	0
Building Tools and Supplies	5,500	100	8	0	5,500
Building Contractual Services	30,000	545	45	1,000	31,000
Building Systems Maintenance	45,000	818	68	3,000	48,000
Miscellaneous Building Maintenance	500	9	1	0	500
Tenant Damage Charges - Building	0	0	0	0	0
Maintenance Expenses	88,500	1,609	134	4,750	93,250
General Expenses:					
Off-Site Parking					
Property Taxes	110,415	2,008	167	0	110,415
Property and Liability Insurance	19,500	355	30	750	20,250
Tenant Computer Network Expense	2,500	45	4	0	2,500
Tenant Service Expenses	17,500	318	27	0	17,500
General Expenses	149,915	2,726	227	750	150,665
Replacement Reserve Funding	24,750	450	38	0	24,750
Commercial Expenses (if applicable)	0	0	0		
Total	483,832	8,797	733	12,000	495,832
Operating Cost per unit without Replacement Reserve		8,347			

58 Boyd Street Apartments

Supportive Services Provided

58 Boyd Street Apartments will establish a preference for persons who are homeless or displaced or disabled for 11 (20%) of its 55 units. If required, we also will meet the City of Portland HOME funds requirement for 10% of the units set-aside for homeless populations.

Services offered to those receiving this preference will be provided by The Opportunity Alliance (TOA). TOA will help create a tenant stabilization plan, including budgeting support; follow-up outreach to help residents manage their stabilization plan; creation of a network of contact persons to facilitate residents' access to other services; oversight and coordination of multiple supportive services.

In addition, we have 28 (50% of the units) project-based vouchers awarded to the project from Portland Housing Authority to assist the formerly homeless residents.

58 Boyd Street Apartments will maintain a waiting list for this preference.

58 Boyd Street Apartments will partner with The Opportunity Alliance to offer services appropriate for the targeted population. The attached letter from The Opportunity Alliance (TOA) describes those services.

In addition, 58 Boyd Street, LP commits to using Section 811 Project Based Rental Assistance if it becomes available and is required.

Community Service Facility Description

Community Overview:

The 58 Boyd Street Apartments development will be located at the corner of Boyd and Oxford Streets in Portland's East Bayside neighborhood. The development will be adjacent to Portland Housing Authority's Bayside East and Kennedy Park developments. East Bayside's boundaries are roughly those of Census Tract 5 with the exception that Congress Street acts as the neighborhood's southern boundary. East Bayside is predominantly low income. The 2010 census indicates that census tract 5 has a poverty rate of 54.1%. In 2012, the 178 families living in public housing in the East Bayside neighborhood had an average annual household income under \$20,000.

Project and Program Overview:

The 58 Boyd Street building will be 48,488 square feet in total. The building will offer 55 apartments as well as +/- 1,300 square feet on the first floor to be used as community service facility space for a local non-profit providing services for building residents and neighborhood residents. Other first floor space, while not part of the CSF space, the community room (+/- 1,500 sf) will primarily serve the residents of 58 Boyd Street Apartments, but it will also be made available for neighborhood residents for community meetings.

Cultivating Community

PHDC has been in conversations with Cultivating Community for over a year regarding moving their central office and programmatic space back to their former neighborhood of East Bayside.

Cultivating Community primarily provides educational workshops on farming and nutrition, food distribution and leadership development programs for youths, which will enhance the quality of life for the target population.

Since 2001, Cultivating Community has worked to put the means of food production in the hands of community members and to ensure diverse points of access to healthy food for people regardless of income. The goals of Cultivating Community are to increase healthy food access, food security and food independence in Maine. Cultivating Community meets the food needs of low-income individuals by deploying retail, wholesale, and food distribution initiatives that provide healthy food, educate consumers and build people's confidence that they and their families can eat well and healthfully. Annually, Cultivating Communities engages approximately 2,500 current and potential customers in purchasing/receiving food from food access initiatives (i.e. low to no-cost farm share program, urban farm stands, farmers market and mobile food market).

No fees will be charged for the users of the Cultivating Community services. Cultivating Community primarily serves lower income families and individuals.

PHA Neighborhood Service Hub

While not part of the CSF, but just across the street from 58 Boyd Street Apartments, it is important to note the Portland Housing Authority will have established a Neighborhood Service Hub at the Bayside Anchor development. The Hub will act as a clearinghouse for a variety of services available to both residents of Bayside Anchor as well as the surrounding neighborhood, including residents of 58 Boyd Street Apartments. These include PHA public housing and management offices, a Head Start pre-school operated by The Opportunity Alliance, and a City of Portland Community Policing office.

Users of the Hub are expected to be primarily individuals with incomes at or below 60% of area median income. This expectation is based on a) the fact that the vast majority of the services offered are restricted to low- and moderate-income households and b) neighborhood demographics. No fees will be charged to users of the PHA Neighborhood Service Hub.

Operating Budget and Sources of Funding for the Community Service Facility

Consistent with the intent of the community service facility provision of Section 42, construction of the community service facility portion of 58 Boyd Street Apartments will be paid for with LIHTC equity. The cost of physically operating the community service facility is integrated into the overall project operating budget. The operating budget for the facility is estimated to be approximately \$12,000/year or roughly 3.25% of the total operating budget (calculated on a pro rata basis using the ratio of CSF (excluding community room) to building square footage, discounted to reflect lower operating costs associated with non-residential use).

Please see below for the CSF operating budget totaling \$12,000 per year. This will be their rent amount to the owner for the use of the space.



October 19, 2016

To Whom It May Concern,

The Opportunity Alliance is pleased to provide this letter of support for the application for Low Income Housing Tax Credits for 58 Boyd Street Apartments in Portland, ME and is committed to working with Portland Housing Development Corporation to meet the needs of formerly homeless tenants. The two organizations are together committed to meeting the needs of low income and homeless tenants throughout Southern Maine.

The Opportunity Alliance will provide the following services to tenants that receive an apartment based on the homeless preference:

1. Creation of a tenant stabilization plan, including financial budgeting support and helping residents Identify their needs and coordinating existing resources with which to meet these needs;
2. Providing follow-up outreach to residents to manage their stabilization plan and access to other services.
3. Creating a network of contact persons with the communities' social service agencies to facilitate residents' access to programs;
4. Overseeing the coordination and delivery of multiple supportive services to residents of the designated apartments.

The Opportunity Alliance will utilize skilled social work staff to identify prospective tenants and provide these services.

Given Portland Housing Development Corporation's track record of developing and maintaining communities that have dramatically increased the availability of affordable housing for homeless individuals and families, as well as their commitment to partnership that works in the Interest of residents, The Opportunity Alliance enthusiastically supports this application.

Sincerely,

Louise Marsden
Vice President
Family & Early Childhood Education



www.opportunityalliance.org

50 Lydia Lane, South Portland, ME 04106

telephone 207.874.1175 toll free 1.877.429.6884 fax 207.874.1181 tty 207.874.1180

58 Boyd Street Apartments

Analysis of Market Demand

The development team commissioned a market study for 58 Boyd Street Apartments in preparation for the 2016 LIHTC application to MaineHousing. In addition, PHDC and PHA operate thousands of affordable apartments in Portland. We experience firsthand the shortage of affordable and market-rate apartments in Portland.

Our experience is corroborated by this third-party analysis. The Signal Group provided a comprehensive market study for the 58 Boyd Street Apartments development. The market study analyzed market rents as well as demand for studio, 1BR, 2BR and 3BR apartments.

The 58 Boyd Street market study found that:

1. An estimated supply in 2015 of 17,798 rental units in Portland, occupied and vacant, is inadequate for the demand of 18,818 units. Over 1,000 units of housing are immediately needed in Portland.
2. 64.5% of the housing stock is over 55 years old in Portland, indicating a need for newer housing stock.
3. 3,917 households in Portland are income-eligible for the LIHTC units; An additional 6,670 households are income eligible but need rental assistance to afford the higher range of LIHTC rents.
4. There were seven vacant units out of 1,401 subsidized units in 34 surveyed properties in Portland - an occupancy rate of 99.5% .
5. Market rents are \$1,010 for efficiency units, \$1,125 for one-bedroom units, \$1,465 for two bedroom units and \$1,635 for three-bedroom units (includes all utilities).

Regarding the three-bedroom unit, Portland Housing Authority is the largest landlord for the immigrant community in Maine, which typically has larger family sizes. We have requests for larger units regularly and cannot find our clients enough 3-, 4-, and 5-bedroom units. We are absolutely sure the three-bedroom units will rent up immediately.

Portland , Westbrook and South Portland housing authorities have a combined waiting list for Section 8 vouchers of over 5,000 households.

PHA plans to include 28 Project Based Section 8 Vouchers in the project to reach a more diverse income group for this property. While the targeting is from 50% of Area Median Income (AMI) to market rate units (above 100% AMI), having these vouchers will allow households with extremely low income to afford these apartments. As noted above, over 63% of LIHTC-eligible households cannot afford the required rent.

The 58 Boyd Street Apartment program includes rents targeted to a range of income levels in recognition of the strong demand and need for apartments at all income levels.

We have an average 50.1% advantage over market rate rents in our tax credit unit rents.

We believe market rents have only increased since 2016. Note that even our market rate rents are targeted about 10% below the true market rents for the area.

LIHTC Rents / Market Rents Differential

58 Boyd Street Apartments will charge market-rate rents for some of its efficiency and 1-BR unit apartments. There are no market-rate 2- or 3-BR apartments. The Signal Group's Market Study from October 2016 showed an increase in market rents over their study in 2015.

58 Boyd Street Market Rents from TSG Study (October 2016)

Estimated Market Rent					
Unit Type	# Units	Average Size (Sq. Ft)	Rent	\$/Sq. Ft	Prepared Grid? (Y/N)
<i>Studio</i>	8	400	\$1,045	\$2.61	Y
<i>One-Bedroom</i>	20	574	\$1,215	\$2.12	Y
<i>Two-Bedroom</i>	12	815	\$1,520	\$1.87	Y
<i>Three-Bedroom</i>	8	1,040	\$1,810	\$1.74	Y
Total	48				

PHDC has chosen to discount the market rents at 58 Boyd Street by 5-10% from the rents noted in the study. While they are still well above the subsidized rents, they will reach somewhat lower income overqualified households. This allows for more affordability and also differentiates our project from other market rate apartment buildings in Portland.

The following chart shows the actual differential between LIHTC rents and market rents.

Market Advantage

The maximum rents for the subject are based on the affordable housing costs for households earning a maximum of 50 and 60 percent of AMI and provided below.

Unit Type	Income Level	# Units	Market Rent	Maximum Net Rent	Market Advantage
<i>Studio</i>	50%	2	\$1,045	\$629	66%
	60%	2	\$1,045	\$764	37%
<i>One-Bedroom</i>	50%	10	\$1,215	\$671	81%
	60%	5	\$1,215	\$815	49%
<i>Two-Bedroom</i>	50%	11	\$1,520	\$804	89%
<i>Three-Bedroom</i>	50%	8	\$1,810	\$924	96%

Overall, the weighted average market rent is 79 percent higher than the weighted average maximum tax-credit rent.



To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 58 Boyd Street
Date: 10/24/17

Executive Summary

58 Boyd Street is a project of the Portland Housing Development Corporation (PHDC), the development affiliate of the Portland Housing Authority. 58 Boyd Street will construct 55 units of mixed income rental housing as part of the East Bayside redevelopment, just across the street from its Bayside Anchor development and service hub. Units will range in size from efficiency units (25) to three bedrooms (9). Rents will range from market rate (11 units will be unrestricted) to no more than 50% AMI with 28 units subsidized with Project Based Vouchers.

Sources and Uses

Permanent Sources include:

Maine Housing	\$550,000
AHP Loan (Bangor Savings)	\$2,932,139
City of Portland HOME	\$200,000
Sponsor Loan	\$119,936
AHP Subsidy	\$750,000
Net LIHTCs	<u>\$6,756,824</u>
Total Sources:	\$11,308,899

PHDC is well positioned to secure all remaining sources needed to complete this project. In the 2017 LIHTC competition, this project missed funding by only 1 point, and has been able to adjust the project to score higher in the 2018 QAP, taking advantage of additional points for family scale units and planning board approvals. The Bangor Savings/AHP loan and subsidy are already committed, as is a construction loan of \$6,850,000 from Bangor Savings.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are being repriced right now in preparation for submission of materials to Maine Housing for the LIHTC application. Current costs are based on a "Conceptual Estimate" by Wright-Ryan Construction created in 2016. It reflects an inflation cost adjuster through an anticipated start of construction in October 2017. So there will be upward pressure on these costs to factor in inflation till a construction start date in 2018. However, the developer has identified cost savings in the design and is working closely with the contractor on containing the total construction cost. The development team anticipates the new construction costs, available in early November, will be very close to the existing



estimate. Costs of demolition for the existing structure are specifically excluded and will be funded through a CDBG allocation committed in 2015, prior to PHDC taking title to the site.

Soft Costs:

Soft costs are modest at 22% of total development costs and generally in line with or slightly under industry norms. Developer fee is a very modest 7.43% of development costs (excluding reserves and developer fee).

Contingency:

Construction Contingency is too narrowly budgeted at 5% considering the very preliminary stage of design. A 5% hard cost contingency should be sufficient once plans are finalized and the job is bid, but given the early stage of the development and the updated construction costs, a 5% contingency is insufficient. Soft cost contingency is also too low at less than 2% of total soft costs. However, these concerns are mitigated by the financial strength of the developer and sponsor. PHDC has the financial resources to address unexpected set backs and cost over runs in the development of this project.

Acquisition:

This property is currently owned by the Portland Housing Authority, the parent company of the developer. The existing improvements will be demolished prior to transfer of ownership of the site. No acquisition price will be associated with the transfer.

Operating Budget & 20 Year Cashflow Projection

Project Income:

This project will serve a wide range of income levels, with 28 Project Based Vouchers for households with incomes not to exceed 50% AMI, 50% AMI units without project based vouchers (8 units), 60% AMI units (8 units), and market rate units (11 units).

The rents for the market rate units are set just under Fair Market Rents, discounted by \$19-\$21 per unit per month. Given the high demand for units in Portland overall, these are not likely to pose a significant problem to rent, even with the potential marketing disadvantage of a predominately affordable property.

50% and 60% AMI units are set at the maximum allowable rent for LIHTC units. Units with Project Based Vouchers will supplement the tenant's contribution to rent up to the FMR rate. However, due to Maine Housing's preferences regarding how this is reflected in the pro forma, the additional income above the allowable 50% AMI tax credit rent is reflected in the income line labeled "PBV/HAP Differential." This significant income line (\$147,288 in year 1) will trend with Fair Market Rent.

Other income includes 1) laundry for \$5,500 (\$8.33/unit/month, not unreasonable given the amount of family housing) and 2) \$12,000 in rent from Cultivating Community, which will move their office space to this location adjacent to one of their primary community gardens.

A 50% 30 year TIF is requested, and reflected in Income of \$57,125 in the first full year of operations.



Operating Expense

Operating expenses appear high at \$9,085/unit in part because this includes the full property tax liability as an expense. A property with a PILOT which provided the comparable property tax relief to the requested TIF would show per unit operating expenses of \$8,046. This is still high. Factoring out tenant services and computer network, not expenses typically included in operating budgets, brings the per unit operating expense per year to \$7,682, still on the high side of normal. Both maintenance (\$2,341/unit) and replacement reserve (\$450) are budgeted on the high end of normal, especially for new construction. However, considering the likelihood of pretty heavy resident demands on the property (25 of 55 units are 2 or 3 bedrooms, there will be plenty of children in the property) budgeting high for maintenance and replacement reserves is appropriate.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

Year 1 debt service coverage is 1.28, rising to 1.30 before declining to 1.26 in year 20, with industry standard income and expense inflators (2% & 3%) and a 5% vacancy. Given the nature of the Portland housing market, with very limited supply of affordable units relative to demand, a 5% vacancy, while consistent with industry standards for underwriting, is conservative relative to likely operating experience. Since these units are very likely to outperform a 5% vacancy projection, these debt service coverage ratios are likely to be conservative. A more likely scenario reflects the affordable units operating at 3% (or lower) vacancy. Running an average of 3% vacancy results in a dscr of 1.33 in year 1, peaking at 1.35, and a year 20 dscr of 1.33.

Even with a 5% average vacancy, the HOME loan can be fully repaid to City of Portland from 25% of cashflow in year 12, while the developer fee loan would be fully retired in year 7 with payment of 25% of cashflow. A lower actual vacancy rate repays the developer fee and HOME loans slightly sooner.

Developer Financials

Portland Housing Authority has submitted audits for FY2013, 2014, 2015 and 2016. Their fiscal year ends 6/30. Their audit as of 6/30/16 showed strong and improving financial health, with current assets over \$16 million and current liabilities of \$1.5 million, resulting in a current ratio of 11. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.6. In 2016, they increased their Net Position by \$526,458, as growth in revenues exceeded growth in expenses. In 2016, tenant services expense grew by 36% -- a rate of growth unlikely to be sustainable, and their operations were helped by a drop in utility expenditures which may be dependent upon weather. However, overall, this organization has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin hard and soft cost contingency.

Recommendations

I recommend a loan in the amount of no more than \$200,000, 30 years, zero percent interest, with repayment annually of 25% of cashflow, and a 50%, 30 year TIF, with the following conditions prior to loan closing:



1. Satisfactory review of a final development budget and operating pro forma which is consistent with the commitments of all source, including a cashflow waterfall acceptable to the City;
2. Final rent schedules to be compared to maximum allowable rents and applicable utility allowance charts to determine final maximum rent rates, and satisfactory review of a letter of intent from Cultivating Community (or other prospective tenant) to lease ground floor space at price as proposed in the final operating budget;
3. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Development Budget with Permanent Sources

Date 10/20/2017
 Project Name 58 Boyd Street
 Project Address 58 Boyd Street
 Developer/Sponsor Portland Housing Development Corp.

Total Units 55
 Total Square Feet 48,488

	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - 1st Lien	\$550,000	\$10,000	\$11
City of Portland HOME loan	\$200,000	\$3,636	\$4
AHP Loan	\$2,932,139	\$53,312	\$60
FHLB Subsidy	\$750,000	\$13,636	\$15
LIHTC Syndication	\$6,756,824	\$122,851	\$139
Sponsor (Developer Fee) Loan	\$119,936	\$2,181	\$2
Total Sources of Funds	\$11,308,899	\$205,616	\$233

Uses of Funds

Hard Costs			
Site Improvements	\$748,000	\$13,600	\$15
Rehabilitation		\$0	\$0
New Construction	\$6,817,499	\$123,955	\$141
Contractor's Profit, Overhead, & Gen. Requirements	9.8%	\$741,218	\$15
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$44,963	\$818	\$1
Other		\$0	\$0
Hard Cost Contingency (% of hard costs)	5.0%	\$417,584	\$9
Total Hard Costs	\$8,769,264	\$159,441	\$181

Soft Costs			
Building Permit & Fees	\$175,730	\$3,195	\$4
Survey & Engineering	\$66,900	\$1,216	\$1
Design & Permitting (% of const exp)	6.9%	\$510,000	\$11
Borrower Legal (all closings, excluding syndication legal)	\$68,000	\$1,236	\$1
Title & Recording	\$15,000	\$273	\$0
Accounting	\$8,000	\$145	\$0
Construction Period Taxes	\$8,000	\$145	\$0
Construction Period Insurance	\$25,000	\$455	\$1
Other: FF&E, Security		\$0	\$0
Other		\$0	\$0
Total Soft Costs	\$876,630	\$15,939	\$18

Financing Costs			
Construction Loan Origination Fees	\$7,500	\$136	\$0
Construction Period Interest	\$115,500	\$2,100	\$2
Lender Inspection Fees +Letter of Credit + const legal	\$33,200	\$604	\$1
Letter of Credit Fee		\$0	\$0
Permanent Loan Fee	\$14,500	\$264	\$0

Construction Lender Legal		\$0	\$0
Other	\$0	\$0	\$0
Total Financing Costs	\$170,700	\$3,104	\$4

Acquisition

Reserves and Developer Fee

Total Uses of Funds

Developer Fee Analysis:	Total Fees:	\$750,000
	Percent of TDC:	7.43% (excluding reserves & developer fee)



Phased Sources and Uses

Predevelopment Uses	
Earnest money deposit	
Appraisal	
Environmental	
Building condition assessment	
Legal	
Architect	
Other professional fees	
Other	
Total:	\$ -

Acquisition/Construction Uses	
Predevelopment expenses included above	\$ -
Acquisition of real estate	
Construction Contract	
Construction contingency	
Soft costs (not included in predevelopment period)	
Soft cost contingency	
Other:	
Total:	\$ -

Permanent Financing	
Acquisition/construction & predev expenses above	\$ -
Lease up reserve	
Capitalized operating reserve	
Capitalized replacement reserve	
Other	
Total:	\$ -

Predevelopment Sources	Status	Rate	Term	Amount
Predevelopment loan:	Applied			\$ -
Grant:	Applied			\$ -
Developer/sponsor equity	Applied			\$ -
Resident deposits				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total:				\$ -

Acquisition/ Construction Sources*	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

Permanent Financing*	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

* All sources should be listed at the cumulative value in each phase.

Project Operating Pro Forma

Date	October 20, 2017
Project Name	58 Boyd St
Project Address	58 Boyd St
Developer/Sponsor	Portland Housing Development Corporation

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	4	pbv	0	50%	\$718	\$0		\$718		\$2,872	\$34,464
0 BR	8		0	50%	\$718	\$0		\$718		\$5,744	\$68,928
0 BR	5		0	60%	\$862			\$862		\$4,310	\$51,720
0 BR	8		0	market	\$941			\$941		\$7,528	\$90,336
1 BR	3	pbv	0	50%	\$770			\$770		\$2,310	\$27,720
1 BR	1		0	60%	\$924			\$924		\$924	\$11,088
1 BR	1		0	market	\$1,033			\$1,033		\$1,033	\$12,396
2 BR	12	pbv	0	50%	\$923			\$923		\$11,076	\$132,912
2 BR	2		0	60%	\$1,108			\$1,108		\$2,216	\$26,592
2 BR	2		0	market	\$1,368			\$1,368		\$2,736	\$32,832
3 BR	9	pbv	0	50%	\$1,067			\$1,067		\$9,603	\$115,236
Other			0	60%				\$0		\$0	\$0
Total:	55		0							\$50,352	\$604,224

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$604,224	\$10,986	\$616,308	\$628,635	\$641,207	\$654,031	\$667,112	\$680,454	\$694,063	\$707,945	\$722,104
Vacancy Loss 5.0%	(\$30,211)	(\$549)	(\$30,815)	(\$31,432)	(\$32,060)	(\$32,702)	(\$33,356)	(\$34,023)	(\$34,703)	(\$35,397)	(\$36,105)
Other income (laundry & comme	\$17,500	\$318	\$17,850	\$18,207	\$18,571	\$18,943	\$19,321	\$19,708	\$20,102	\$20,504	\$20,914
PBV/HAP differential	\$147,288	\$2,678	\$150,234	\$153,238	\$156,303	\$159,429	\$162,618	\$165,870	\$169,188	\$172,571	\$176,023
TIF	\$57,125	\$1,039	\$58,268	\$59,433	\$60,622	\$61,834	\$63,071	\$64,332	\$65,619	\$66,931	\$68,270
Effective Gross Income	\$795,926	\$14,471	\$811,844	\$828,081	\$844,643	\$861,536	\$878,766	\$896,342	\$914,269	\$932,554	\$951,205
Administrative											
Management Fee	\$42,833	\$779	\$44,118	\$45,442	\$46,805	\$48,209	\$49,655	\$51,145	\$52,679	\$54,260	\$55,887
Management Charges	\$42,833	\$779	\$44,118	\$45,442	\$46,805	\$48,209	\$49,655	\$51,145	\$52,679	\$54,260	\$55,887
Marketing Expense	\$500	\$9	\$515	\$530	\$546	\$563	\$580	\$597	\$615	\$633	\$652
Legal	\$2,000	\$36	\$2,060	\$2,122	\$2,185	\$2,251	\$2,319	\$2,388	\$2,460	\$2,534	\$2,610
Audit & Accounting	\$6,000	\$109	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	\$7,164	\$7,379	\$7,601	\$7,829
Admin Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$94,166	\$1,712	\$96,991	\$99,901	\$102,898	\$105,985	\$109,164	\$112,439	\$115,812	\$119,287	\$122,865
Tenant Services & Computer	\$20,000	\$364	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
Utilities											
Fuel Oil	\$25,000	\$455	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$39,000	\$709	\$40,170	\$41,375	\$42,616	\$43,895	\$45,212	\$46,568	\$47,965	\$49,404	\$50,886
Water / Sewer	\$33,500	\$609	\$34,505	\$35,540	\$36,606	\$37,705	\$38,836	\$40,001	\$41,201	\$42,437	\$43,710
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$97,500	\$1,773	\$100,425	\$103,438	\$106,541	\$109,737	\$113,029	\$116,420	\$119,913	\$123,510	\$127,215

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$8,250	\$150	\$8,498	\$8,752	\$9,015	\$9,285	\$9,564	\$9,851	\$10,146	\$10,451	\$10,764
Janitor Contract	\$20,000	\$364	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$15,500	\$282	\$15,965	\$16,444	\$16,937	\$17,445	\$17,969	\$18,508	\$19,063	\$19,635	\$20,224
Maintenance	\$37,000	\$673	\$38,110	\$39,253	\$40,431	\$41,644	\$42,893	\$44,180	\$45,505	\$46,870	\$48,277
Elevator, HVAC, systems mainte	\$48,000	\$873	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034	\$60,805	\$62,629
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$128,750	\$2,341	\$132,613	\$136,591	\$140,689	\$144,909	\$149,257	\$153,734	\$158,346	\$163,097	\$167,990

Taxes & Insurance											
Real Estate Taxes or PILOT	\$114,250	\$2,077	\$117,678	\$121,208	\$124,844	\$128,589	\$132,447	\$136,420	\$140,513	\$144,728	\$149,070
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$20,250	\$368	\$20,858	\$21,483	\$22,128	\$22,792	\$23,475	\$24,180	\$24,905	\$25,652	\$26,422
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$134,500	\$2,445	\$138,535	\$142,691	\$146,972	\$151,381	\$155,922	\$160,600	\$165,418	\$170,381	\$175,492

Replacement Reserves	\$24,750	\$450	\$25,493	\$26,257	\$27,045	\$27,856	\$28,692	\$29,553	\$30,439	\$31,353	\$32,293
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$499,666	\$9,085	\$514,656	\$530,096	\$545,999	\$562,378	\$579,250	\$596,627	\$614,526	\$632,962	\$651,951
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Net Operating Income	\$296,260	\$5,387	\$297,188	\$297,986	\$298,644	\$299,157	\$299,517	\$299,714	\$299,742	\$299,592	\$299,254
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Debt Service											
Maine Housing -- First Lien	\$39,570	\$719	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570
AHP Loan -- Second Lien	\$188,884	\$3,434	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884
Sponsor Loan	\$3,690	\$67	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690
Total Debt Service (Must Pay)	\$232,144	\$4,221	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144

Cash Flow (after Must Pay Debt)	\$64,116	\$1,166	\$65,044	\$65,842	\$66,500	\$67,013	\$67,373	\$67,570	\$67,598	\$67,448	\$67,110
Debt Service Coverage Ratio	1.28		1.28	1.28	1.29	1.29	1.29	1.29	1.29	1.29	1.29

Cash Flow Debt Payments	remaining :	\$103,107	\$86,846	\$70,386	\$53,761	\$37,007	\$20,164	\$3,271	(\$13,628)	(\$30,490)	
Sponsor Loan	25.0%	\$16,029	\$291	\$16,261	\$16,460	\$16,625	\$16,753	\$16,843	\$16,893	\$16,900	\$16,778
HOME Loan Repayment	25.0%	\$16,029	\$291	\$16,261	\$16,460	\$16,625	\$16,753	\$16,843	\$16,893	\$16,900	\$16,778
Cash Flow Retained by Project		\$32,058	\$583	\$32,522	\$32,921	\$33,250	\$33,507	\$33,686	\$33,785	\$33,799	\$33,555
Retained Cash Flow %	6% remaining :	\$183,971	\$167,710	\$151,250	\$134,625	\$117,871	\$101,028	\$84,135	\$67,236	\$50,374	\$33,596

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$736,546	\$751,277	\$766,302	\$781,628	\$797,261	\$813,206	\$829,470	\$846,059	\$862,981	\$880,240
Vacancy Loss 5.0%	(\$36,827)	(\$37,564)	(\$38,315)	(\$39,081)	(\$39,863)	(\$40,660)	(\$41,474)	(\$42,303)	(\$43,149)	(\$44,012)
Other income (laundry & commercial space)	\$21,332	\$21,759	\$22,194	\$22,638	\$23,091	\$23,553	\$24,024	\$24,504	\$24,994	\$25,494
PBV/HAP differential	\$179,543	\$183,134	\$186,797	\$190,533	\$194,343	\$198,230	\$202,195	\$206,239	\$210,364	\$214,571
TIF	\$69,635	\$71,724	\$73,876	\$76,092	\$78,375	\$80,726	\$83,148	\$85,642	\$88,212	\$90,858
Effective Gross Income	\$970,229	\$990,330	\$1,010,854	\$1,031,810	\$1,053,207	\$1,075,055	\$1,097,363	\$1,120,142	\$1,143,401	\$1,167,151

Administrative										
Advertising	\$57,564	\$59,291	\$61,070	\$62,902	\$64,789	\$66,732	\$68,734	\$70,796	\$72,920	\$75,108
Office Payroll & Benefits	\$57,564	\$59,291	\$61,070	\$62,902	\$64,789	\$66,732	\$68,734	\$70,796	\$72,920	\$75,108
Office Supplies, Phone, Misc.	\$672	\$692	\$713	\$734	\$756	\$779	\$802	\$826	\$851	\$877
Mngr or Super Rent Free Unit	\$2,688	\$2,768	\$2,852	\$2,937	\$3,025	\$3,116	\$3,209	\$3,306	\$3,405	\$3,507
Audit & Accounting	\$8,063	\$8,305	\$8,555	\$8,811	\$9,076	\$9,348	\$9,628	\$9,917	\$10,215	\$10,521
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$126,551	\$130,348	\$134,258	\$138,286	\$142,435	\$146,708	\$151,109	\$155,642	\$160,311	\$165,121

Supportive Services	\$26,878	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070
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Utilities										
Fuel Oil	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$52,413	\$53,985	\$55,605	\$57,273	\$58,991	\$60,761	\$62,584	\$64,461	\$66,395	\$68,387
Water / Sewer	\$45,021	\$46,372	\$47,763	\$49,196	\$50,672	\$52,192	\$53,758	\$55,370	\$57,032	\$58,742
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$131,032	\$134,963	\$139,012	\$143,182	\$147,477	\$151,902	\$156,459	\$161,153	\$165,987	\$170,967

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$11,087	\$11,420	\$11,763	\$12,115	\$12,479	\$12,853	\$13,239	\$13,636	\$14,045	\$14,466
Exterminating	\$26,878	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$20,831	\$21,456	\$22,099	\$22,762	\$23,445	\$24,148	\$24,873	\$25,619	\$26,388	\$27,179
Maintenance	\$49,725	\$51,217	\$52,753	\$54,336	\$55,966	\$57,645	\$59,374	\$61,155	\$62,990	\$64,880
Elevator, HVAC, pool contracts	\$64,508	\$66,443	\$68,437	\$70,490	\$72,604	\$74,782	\$77,026	\$79,337	\$81,717	\$84,168
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$173,029	\$178,220	\$183,567	\$189,074	\$194,746	\$200,588	\$206,606	\$212,804	\$219,188	\$225,764

Taxes & Insurance										
Real Estate Taxes or PILOT	\$153,542	\$158,149	\$162,893	\$167,780	\$172,813	\$177,998	\$183,338	\$188,838	\$194,503	\$200,338
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$27,214	\$28,031	\$28,872	\$29,738	\$30,630	\$31,549	\$32,495	\$33,470	\$34,474	\$35,508
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$180,757	\$186,179	\$191,765	\$197,518	\$203,443	\$209,547	\$215,833	\$222,308	\$228,977	\$235,847

Replacement Reserves	\$33,262	\$34,260	\$35,288	\$36,346	\$37,437	\$38,560	\$39,716	\$40,908	\$42,135	\$43,399
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$671,509	\$691,655	\$712,404	\$733,776	\$755,790	\$778,463	\$801,817	\$825,872	\$850,648	\$876,167
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Net Operating Income	\$298,720	\$298,675	\$298,450	\$298,033	\$297,417	\$296,591	\$295,546	\$294,270	\$292,753	\$290,984
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Debt Service										
First Lien	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570
Second Lien	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884
Other	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690
Total Debt Service (Must Pay)	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144

Cash Flow (after Must Pay Debt)	\$66,576	\$66,531	\$66,306	\$65,889	\$65,273	\$64,447	\$63,402	\$62,126	\$60,609	\$58,840
Debt Service Coverage Ratio	1.29	1.29	1.29	1.28	1.28	1.28	1.27	1.27	1.26	1.25

Cash Flow Debt Payments										
Sponsor Loan	25.0%	\$16,644	\$16,633	\$16,576	\$16,472	\$16,318	\$16,112	\$15,850	\$15,532	\$15,152
	25.0%	\$16,644	\$16,633	\$16,576	\$16,472	\$16,318	\$16,112	\$15,850	\$15,532	\$15,152
Cash Flow Retained by Project		\$33,288	\$33,266	\$33,153	\$32,945	\$32,637	\$32,224	\$31,701	\$31,063	\$30,305
Retained Cash Flow %	6%	\$16,952	\$320							

*Order 101-17/18
Tab 24 11-6-17*

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 DESIGNATING 58 BOYD STREET APARTMENTS AFFORDABLE HOUSING
DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING (TIF) DISTRICT
AND ADOPTING DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Portland Housing Development Corporation intends to construct certain improvements within the 58 Boyd Street Apartments Affordable Housing Development Tax Increment Financing ("TIF") District, including a 55-unit, mixed-income, mixed-family rental apartment complex; and

WHEREAS, the City of Portland will utilize 50% of the tax revenues generated in the District in its General Fund; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 58 Boyd Street Apartments Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 58 Boyd Street Apartments Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 58 Boyd Street Apartments Affordable Housing Development TIF District and Development Program for the District;

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

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "58 Boyd Street Apartments Affordable Housing Development District" as presented to this meeting, a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled "58 Boyd Street Apartments Affordable Housing Development District" as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the

Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “58 Boyd Street Apartments Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his or her discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Planning and Urban Development Director is authorized to submit annual reports on the status of the “58 Boyd Street Apartments Affordable Housing Development District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: October 26, 2017

SUBJECT: (1) Order Designating 58 Boyd Street Apartments Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District

(2) Order Approving Credit Enhancement Agreement with 58 Boyd Street LP

SPONSOR: Jill Duson, Chair David Brenerman, Chair
Housing Committee Economic Development Committee

(Housing Committee voted 3-0 in support on September 26, 2017; Economic Development Committee voted 2-0 in support on October 24, 2017)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading November 6, 2017 Final Action November 20, 2017

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

*Notice of the public hearing must be published at least 10 days before the date of the hearing.

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

Mary Davis, Housing and Community Development Division Director will be available to provide information.

I. ONE SENTENCE SUMMARY

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$200,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The AHTIF request is detailed in this memo. The HOME loan request is discussed in a separate memo.

II. AGENDA DESCRIPTION

The Portland Housing Development Corporation (PHDC) is proposing to construct a 55 unit multi-family apartment building on a site they own located at 58 Boyd Street. PHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at an average \$71,486 annually over 30 years.

The Portland Housing Development Corporation has requested two forms of financial assistance.

(1) HOME funds request: \$200,000 (described in separate agenda item)

(2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable revenue, currently estimated at a 30 year annual average of \$71,486; an estimated total of \$2,144,566 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The project will consist of a fifty-five (55) unit, mixed-income, multi-family rental apartment community. The project includes 25 efficiency units, 5 1-bed units, 16 2-bed units and 9 3-bed units; 44 units will be affordable to households earning below 60% of the area median income; 11 units will be market-rate apartments. Twenty-eight (28) units will have project based rental assistance; ten percent (10%) of the units will have a set-aside for homeless households and another ten percent (10%) will have preference for homeless or disabled households. This is the next phase of Portland Housing Authority's strategic planning goal of increasing the supply of affordable housing.

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 50% of the projects annual property tax revenue to be returned to the developer.

At its meeting on September 26, 2017, the Housing Committee voted 3-0 to recommend this AHTIF request to the City Council for approval.

At its meeting on October 24, 2017, the Economic Development Committee voted 2-0 to recommend this AHTIF request to the City Council for approval.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 50% of the increased assessed value for 30 years.

III. BACKGROUND

Approval of this AHTIF request is key to making the project application competitive in the Low Income Housing Tax Credit application with MaineHousing.

The City Council must: (1) authorize the creation of the AHTIF District; and
 (2) approve the Credit Enhancement Agreement

IV. INTENDED RESULT AND COUNCIL GOAL ADDRESSED

Establish an Affordable Housing TIF District to support the development of 55 new units of rental housing.

Increase access to safe, location-efficient rental and ownership housing that is affordable for working and low-income families.

V. FINANCIAL IMPACT

When completed, this project's new assessed value is estimated at \$5.1 million. The project is currently tax exempt.

Fifty (50%) percent of the increased tax revenue will be revenue returned to the developer through a Credit Enhancement Agreement which will return approximately \$2,144,566 in captured revenue to the project (averaged at \$71,486 annually over thirty years) to off-set project operating costs. The remaining 50% will be general fund revenue.

Total development costs are estimated at \$11.3 million. Currently, the property is tax exempt. The proposed project will be taxable.

In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of \$21,138+, or \$634,138 + over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of all requests for City funding (local and federal resources), including Affordable Housing Tax Increment Financing requests. The third party analysis indicates a positive recommendation for the both the TIF and HOME funds investment.

Public Benefits In reviewing this TIF request, staff notes the public benefit associated with the TIF District of 55 units of mixed income housing, eighty percent (80%) of which will be affordable to households at or below sixty percent (60%) of the area median income. Additionally, the TIF will create tax sheltering benefits estimated at an average \$21,138 annually.

A recommendation of approval of an Affordable Housing Tax Increment Financing District (AHTIF) from the Housing Committee and the Economic Development Committee to the Council is not the same as approval of the overall project. After carefully weighing the potential benefits and impacts on the City and surrounding neighborhood against the standards in the Land Use Ordinance, the Planning Board will ultimately determine if a project meets those standards. Approval of an AHTIF will be contingent on the project's final approval by the Planning Board.

VII. RECOMMENDATION

Staff is requesting City Council (1) approve the establishment of the 58 Boyd Street Apartments Affordable Housing TIF District, (2) approve a Credit Enhancement Agreement with 58 Boyd Street LP and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district, in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

58 Boyd Street Apartments Affordable Housing Tax Increment Financing Development Program
Credit Enhancement Agreement
Declaration of Covenants
TIF Projection Table
TIF District Map
Applicant Request
Underwriting Report

Prepared by: Mary P. Davis, Housing and Community Development Division Director
Date: October 26, 2017

CITY OF PORTLAND

58 BOYD STREET APARTMENTS AFFORDABLE HOUSING DEVELOPMENT DISTRICT

DEVELOPMENT PROGRAM

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Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions

58 Boyd Street Apartments Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 58 Boyd Street in Portland. The area includes approximately .48 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. The captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of a Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland ("the City"), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 58 Boyd Street Apartments Affordable Housing Development District (the "District"). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing ("TIF") similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the "capture" or reinvestment of some of the new increased or "incremental" tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by 58 Boyd Street LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E hereto from the District available to the Developer pursuant to such Credit Enhancement Agreement (the "Credit Enhancement Agreement"). These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the "Tax Increment") resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of the Developer, its successors or assigns and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer's Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions. A. Project General Description. The Capital Project at 58 Boyd Street Apartments involves the redevelopment of approximately .48 acres, into an affordable housing neighborhood. The objective of the project is that 80% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of 55 units of rental housing, the targeting for those units will be 44 of the units at 60% Area Median Income

and 11 of the units at market rate. The zoning for the project assures that this number of units and this affordability objective will be met.

The project includes 55 apartments all of which will be newly constructed units.

The 58 Boyd Street Apartments project is projected to have a total local increased assessed valuation at build out of approximately \$4,668,100 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will pay approximately \$57,125 annually in increased property taxes to the Developer at 50%. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$71,486 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay operating costs for the project at 58 Boyd Street, Portland, Maine. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No businesses or persons will be displaced or relocated as a result of the development activities proposed in the District.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. The Developer, its successor or assigns, will operate the improvements constructed by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City’s Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years from the effective date of the approval of the District by the Director of the Maine State Housing Authority.

Section 2.09: Approval Considerations and Characteristics of the District. A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the District is approximately .48 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the District and the total area of all development districts in the City (which combined total is 601.44 acres) is 4.85%, which includes 3.65% included in two exempt districts, a transit oriented district and a downtown/transit oriented district, of the total acreage of the City and thus does not exceed 5% of the total acreage of the City; the total area of all existing and proposed affordable housing development districts in the City is 0.0219% of the total acreage of the City and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the District is as set forth in Exhibit D hereto and the Original Assessed Value of all existing and proposed affordable housing development districts within the City is \$1,533,510 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of April 1st preceding the date of the designation of the District;

(iv) The aggregate value of municipal general obligation indebtedness financed by the proceeds from affordable housing development districts within Cumberland County does not exceed \$50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, United States City Average from January 1, 2002 to the date of calculation; and

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Housing Plan and Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 years for rental units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development on which 60% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and

one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 58 Boyd Street Apartments Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2017; (tax year April 1, 2016, Fiscal Year 2017). Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Developer's Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75%. Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be the entire amount of the 50% of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior years level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer Share) for each year as computed as described above, times (b) the actual amount of the Tax Increment for each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment

Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 75% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account shall consist of the Developer's Project Cost Account (the "Developer's Project Cost Account"). The Developer's Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Developer's Project Cost Account according to the terms of the Credit Enhancement Agreement that portion of each payment constituting the percentage of total actual Tax Increment for such year equal to the Tax Increment Revenues (Developer's Share). The amounts in the Developer's Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District, as provided in such Credit Enhancement Agreement.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 58 Boyd Street Apartments project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$22.08/\$1000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the

formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on November 20, 2017, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on November 20, 2017. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on November 20, 2017 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: November _____, 2017

Jon P. Jennings, City Manager, City of Portland

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of November ____, 2017, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and 58 Boyd Street LP, a Maine Corporation (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated the 58 Boyd Street Apartments Affordable Housing Development District (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council at a meeting held on November 20, 2017 and pursuant to the same City Council Meeting action adopted a development program and financial plan for the District (the "Development Program"), and

WHEREAS, the Director of the Maine State Housing Authority has reviewed and approved the District and the Development Program, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to such City Council Meeting approval and a resolution of the Municipal Officers, adopted November 20, 2017 by vote of the City Council and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Affordable Housing Development Program Fund" means the Affordable Housing Development Program Fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer.

"Captured Assessed Value" means the amount, stated as percentages or stated sums, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program and Public Improvements described in the Development Program; the Captured Assessed Value of the District shall be 50% of the Increased Assessed Value.

"City" means the City of Portland, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

"Current Assessed Value" means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect.

"Developer" means 58 Boyd Street LP, its successors and assigns.

"Development Program" means the Development Program for the District as adopted by the City at a meeting of the City Council held on November 20, 2017.

"District" means the 58 Boyd Street Apartments Affordable Housing Development District designated by the City pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of its City Council at a meeting held on November 20, 2017.

"Financial Plan" means the financial plan described in Article III of the Development Program.

"Fiscal Year" means July 1 to June 30 each year or such other fiscal year as the City may establish.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"Original Assessed Value" means the assessed value of the District as of March 31, 2017, which amount was Zero Dollars (\$0).

"Project" means the design, planning, development, acquisition, construction, financing and installation of the Development Program as described in Section 2.03 of said Development Program.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5249 of title 30-A of the Maine Revised Statutes and included in the Development Program.

"Project Cost Account" means the Developer's Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

"Property Taxes" means any and all ad valorem property taxes levied, charged or assessed against real estate in the District by the City or on its behalf.

"Qualified Investments" means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District.

"Tax Increment Revenues (Developer's Share)" means that percentage of the Tax Increment with respect to real estate now or hereafter located in the District retained pursuant to the terms of the Development Program to pay Project Costs of the Capital Program, and which amount is to be deposited each year during the term of this Agreement in the Developer's Project Cost Account to fund payments to the Developer due pursuant to this Agreement. The Tax Increment Revenues (Developer's Share) is fifty percent (50%). The Tax Increment Revenues (Developer's Share) will be calculated each year as more particularly described herein and in Exhibit A of the Development Program and will be based on the Increased Assessed Value of the District which percentage or amount shall be captured and retained to pay to the Developer the costs of the Capital Program described in the Development Program.

"Tax Shift" means the sum of the following amounts as calculated under the Tax Shift Formulas, as hereafter defined: (a) the difference between (i) the county tax payable by the City if the Captured

Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of County Tax were included in the City's valuation in calculating the county tax, and (ii) the county tax payable by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating the county tax; plus (b) the difference between (i) the State aid to education that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State aid to education were included in the City's valuation in calculating State aid to education, and (ii) the State aid to education that received by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating such amounts of State aid to education; plus (c) the difference between (i) the State revenue sharing that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State revenue sharing were included in the City's valuation in calculating the amount of State revenue sharing, and (ii) the State revenue sharing received each year to the extent that the Captured Assessed Value is excluded in the City's valuation in calculating such amounts of revenue sharing. Examples of the calculation of the estimated Tax Shifts based on the current Tax Shift Formulas are attached as Exhibit F to the Development Program.

"Tax Shift Formulas" means the formulas utilized by the State of Maine in calculating (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the City are due and payable from owners of property located within the City.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time. All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) If any clause, provision, Article or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Article or Section shall not affect any of the remaining provisions hereof.

**ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT OF THE
AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING
REQUIREMENTS**

Section 2.1. Creation of Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City hereby confirms the creation and establishment of (a) the 58 Boyd Street Apartments Affordable Housing Development District Affordable Housing Development Program Fund; and (b) a segregated fund in the name of the City designated as the "58 Boyd Street Apartments Affordable Housing Development District Developer's Project Cost Account of the Affordable Housing Development Program Fund" (the "Developer's Project Cost Account") pursuant to, and in accordance with the terms and conditions of the Development Program. The Affordable Housing Development Program Fund shall consist of the Developer's Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City shall deposit into the Developer's Project Cost Account contemporaneously with each payment of Property Tax by owners of property in District during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement.

Section 2.3. Use of Monies in Developer's Project Cost Account of the Affordable Housing Development Program Fund. Monies deposited in the Developer's Project Cost Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer's Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, shall be held by the City in trust, for the benefit of the Developer.

Section 2.5. Investments. The monies in the Developer's Project Cost Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

Section 2.6. Liens. The City shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall be for thirty (30) years as described below. The City agrees to pay to the Developer within 30 days of the end of each fiscal year (ends June 30 each year) this Agreement is in effect payments equal to the Tax Increment Revenues (Developer's Share) beginning with the designation and approval of the District by the Director of the Maine State Housing Authority, that being the City Fiscal Year beginning July 1, 2018 and ending June 30, 2019 (FY19) and continuing with each Fiscal Year of the City thereafter through and including June 30, 2048 (FY48). The City shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns according to Exhibit A of the Development Program, based upon the corresponding fiscal year's projected allocation percentage for each payment. The Developer's share will be 100% of the captured revenue (based on 50% of the value captured) as indicated on Exhibit A. The obligation of the City to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Account, and shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, the owner or owners of property in the District fail(s) to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property Taxes actually paid with respect to such Tax Payment Date shall first be applied to taxes due on account of the Original Assessed Value and second shall constitute Tax Increment Revenues.

(c) Annually, Developer will provide operating cash flow statements as back-up documentation of Projects Costs for its TIF payments, which documentation will be kept confidential by the City.

(d) Prior to receiving the first payment under this Agreement, Developer must provide evidence reasonably satisfactory to the City to demonstrate that the Project was designed, constructed and/or rehabilitated in accordance with City's Green Building Code set forth in the City's Code of Ordinances Chapter 6 Article VII.

(e) During the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City, which demonstrates that any firms employed in the construction phase of the Project have compensated their employees the current wage rates and fringe benefits as required under applicable state prevailing wage law under 26 M.R.S.A. §1306, or the City's Code of Ordinances Chapter 33, §33-1 to §33-12.

Section 3.2. Completion of Development Program. Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

Section 3.3. Failure to Make Payment. In the event the City should fail to, or be unable to, make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the City agrees to pay the same with interest thereon at the rate equal to the interest rate per annum payable by owners of property in the City on Property Taxes that are not paid when due, but only from Tax Increment Revenues (Developer's Share)

paid to the City by the Developer from time to time, and any earnings thereon, whether or not deposited into the Developer's Project Cost Account of the Affordable Housing Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.4. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit, for qualified Project Costs.

Section 3.5. Obligations Unconditional. The obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The City shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof.

Section 3.6. Limited Obligation. The City's obligations of payment hereunder shall be limited obligations of the City payable solely from monies on deposit in the Developer's Project Cost Account, and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the City's obligation to levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2. Perfection of Interest. The City authorizes the Developer to file and, if necessary, shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order

to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments. The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the City shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

(a) any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) any failure by the City to make deposits into the Affordable Housing Development Program Fund or the Developer's Project Cost Account as and when due;

(c) any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, provided, however, that failure of Developer or any other owner of property in the District to pay Property Taxes when due shall not constitute an event of default hereunder; or

(d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the

following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable attorneys fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Disputes. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute, this waiver being limited and expressly intended to affect only those rights necessarily related to or arising directly under the terms of this Agreement.

ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment. The City hereby acknowledges that it is the intent of the Developer to pledge and assign and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge or to grant such security interests. Recognizing this intention, the City does hereby consent and agree to the grant of such security interests and to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The City hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. Except as provided in this Article VII, the Developer shall not have the right to transfer and assign to any person or entity all or any portion of its rights in, to and under this Agreement; provided however, that any transfer of the real property within the District shall carry with it the benefit of this Agreement so long as (i) the rental units within the District remain affordable after such transfer; (ii) the prospective owner establishes to the reasonable satisfaction of the City that the financial benefits provided by this Agreement are still necessary to maintain the viability of the Project and (iii) the City Council approves the transfer.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.3. No Personal Liability of Officials of the City. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his individual capacity and neither the members of the City Council of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City: City Manager
City Portland
389 Congress Street
Portland, Maine 04101

If to the Developer: 58 Boyd Street LP

14 Baxter Boulevard
Portland, ME 04101

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledges. The City agrees that this Agreement is executed in part to induce secured parties, assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such secured parties, assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10. MaineHousing Rules and Requirements. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable. The parties shall comply with the rule provisions for recovery of public revenue if conditions for approval of the District are not maintained for the duration of the District, as provided by rules adopted by the Maine State Housing Authority in accordance with applicable law. The Developer agrees to provide all information as required by the City to satisfy its reporting obligations.

Section 8.11. Affordability Covenants. The Developer and the City shall, in order to assure the continued affordability of the rental units as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration which is substantially in the same form as the "Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

Section 8.12 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment Revenues (Developer's Share), estimated development costs and other estimates. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings, Its City Manager

58 BOYD STREET LP
BY PORTLAND HOUSING DEVELOPMENT
CORPORATION, ITS GENERAL PARTNER

By: _____
Mark Adelson, Its Executive Director

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the City of Portland, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and 58 Boyd Street LP, a Maine limited partnership with a mailing address of 14 Baxter Boulevard, Portland, Maine 04101 ("Developer").

WITNESSETH

WHEREAS, the Developer acknowledges that City is providing a loan from HUD HOME funds in City's Housing and Community Development Budget to the Developer (the "Loan") for the construction of fifty-five (55) units of rental housing located at 58 Boyd Street, Portland, Maine (the "Development"); and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the Loan to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term.** The term of this Declaration shall be for a period beginning on the date that it is recorded in the Cumberland County Registry of Deeds (the "Effective Date"), and ending on the later of (a) the date the Loan is paid in full, or (b) 90 years from the Effective Date of this Declaration (the "Qualified Project Period").
2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or

remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the Loan, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance, provided that the Loan is repaid within a reasonable period of time after such involuntary loss or substantial destruction.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of eighty (80) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the nature, size, number or location of the units in the Development and the facilities in the units.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of ninety (90) years at least forty-four (44) of the units will be occupied by households with incomes at or below sixty percent (60%) (collectively referred to as the "Low Income Units"). The remaining eleven (11) units will be market rate units.
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, ("Section 42") and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.
 - d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:
 - i. For a unit without a separate bedroom, one individual.
 - ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.
- Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.
- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein,

including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the Loan, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer simultaneously to the Limited Partners at c/o Northern New England Housing Investment Fund, 75 Market Street, Suite 201, Portland, ME 04101, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, 58 Boyd Street LP, and Portland Housing Development Corporation, dated _____, 2017 to be recorded in the Cumberland County Registry of Deeds herewith.

Signature page follows.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of November __, 2017.

CITY OF PORTLAND

Witness

By: _____
Jon P. Jennings
Its City Manager

58 BOYD STREET LP

BY: Portland Housing Development Corporation, its
General Partner

Witness

By: _____
Mark Adelson, Its President

State of Maine
Cumberland, ss.

November __, 2017

Personally appeared the above named Mark Adelson, President of Portland Housing Development Corporation, General Partner of 58 Boyd Street LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

State of Maine
Cumberland, ss.

November __, 2017

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

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

DRAFT

City of Portland - TIF Model

Boyd Street TIF Model

8/28/2017 OAV: \$0 - Tax Exempt

50% Captured Value to Developer; 50% Uncaptured to City General Fund

City of Portland- TIF Projection Table/58 Boyd Street AH TIF									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2018	\$0	50.00%	\$0	21.53	\$0	\$0	\$0	\$0
2	2019	\$2,550,000	50.00%	\$1,275,000	21.96	\$28,003	\$28,003	\$0	\$28,003
3	2020	\$5,100,000	50.00%	\$2,550,000	22.40	\$57,125	\$57,125	\$0	\$57,125
4	2021	\$5,100,000	50.00%	\$2,550,000	22.85	\$58,268	\$58,268	\$0	\$58,268
5	2022	\$5,100,000	50.00%	\$2,550,000	23.31	\$59,433	\$59,433	\$0	\$59,433
6	2023	\$5,100,000	50.00%	\$2,550,000	23.77	\$60,622	\$60,622	\$0	\$60,622
7	2024	\$5,100,000	50.00%	\$2,550,000	24.25	\$61,834	\$61,834	\$0	\$61,834
8	2025	\$5,100,000	50.00%	\$2,550,000	24.73	\$63,071	\$63,071	\$0	\$63,071
9	2026	\$5,100,000	50.00%	\$2,550,000	25.23	\$64,332	\$64,332	\$0	\$64,332
10	2027	\$5,100,000	50.00%	\$2,550,000	25.73	\$65,619	\$65,619	\$0	\$65,619
11	2028	\$5,100,000	50.00%	\$2,550,000	26.25	\$66,931	\$66,931	\$0	\$66,931
12	2029	\$5,100,000	50.00%	\$2,550,000	26.77	\$68,270	\$68,270	\$0	\$68,270
13	2030	\$5,100,000	50.00%	\$2,550,000	27.31	\$69,635	\$69,635	\$0	\$69,635
14	2031	\$5,100,000	50.00%	\$2,550,000	27.85	\$71,028	\$71,028	\$0	\$71,028
15	2032	\$5,100,000	50.00%	\$2,550,000	28.41	\$72,449	\$72,449	\$0	\$72,449
16	2033	\$5,100,000	50.00%	\$2,550,000	28.98	\$73,898	\$73,898	\$0	\$73,898
17	2034	\$5,100,000	50.00%	\$2,550,000	29.56	\$75,376	\$75,376	\$0	\$75,376
18	2035	\$5,100,000	50.00%	\$2,550,000	30.15	\$76,883	\$76,883	\$0	\$76,883
19	2036	\$5,100,000	50.00%	\$2,550,000	30.75	\$78,421	\$78,421	\$0	\$78,421
20	2037	\$5,100,000	50.00%	\$2,550,000	31.37	\$79,989	\$79,989	\$0	\$79,989
21	2038	\$5,100,000	50.00%	\$2,550,000	32.00	\$81,589	\$81,589	\$0	\$81,589
22	2039	\$5,100,000	50.00%	\$2,550,000	32.64	\$83,221	\$83,221	\$0	\$83,221
23	2040	\$5,100,000	50.00%	\$2,550,000	33.29	\$84,885	\$84,885	\$0	\$84,885
24	2041	\$5,100,000	50.00%	\$2,550,000	33.95	\$86,583	\$86,583	\$0	\$86,583
25	2042	\$5,100,000	50.00%	\$2,550,000	34.63	\$88,315	\$88,315	\$0	\$88,315
26	2043	\$5,100,000	50.00%	\$2,550,000	35.33	\$90,081	\$90,081	\$0	\$90,081
27	2044	\$5,100,000	50.00%	\$2,550,000	36.03	\$91,883	\$91,883	\$0	\$91,883
28	2045	\$5,100,000	50.00%	\$2,550,000	36.75	\$93,720	\$93,720	\$0	\$93,720
29	2046	\$5,100,000	50.00%	\$2,550,000	37.49	\$95,595	\$95,595	\$0	\$95,595
30	2047	\$5,100,000	50.00%	\$2,550,000	38.24	\$97,506	\$97,506	\$0	\$97,506
30 Year TIF Total		\$145,350,000		\$72,675,000		\$2,144,566	\$2,144,566	\$0	\$2,144,566
30 Year TIF Average						\$71,486	\$71,486		\$71,486

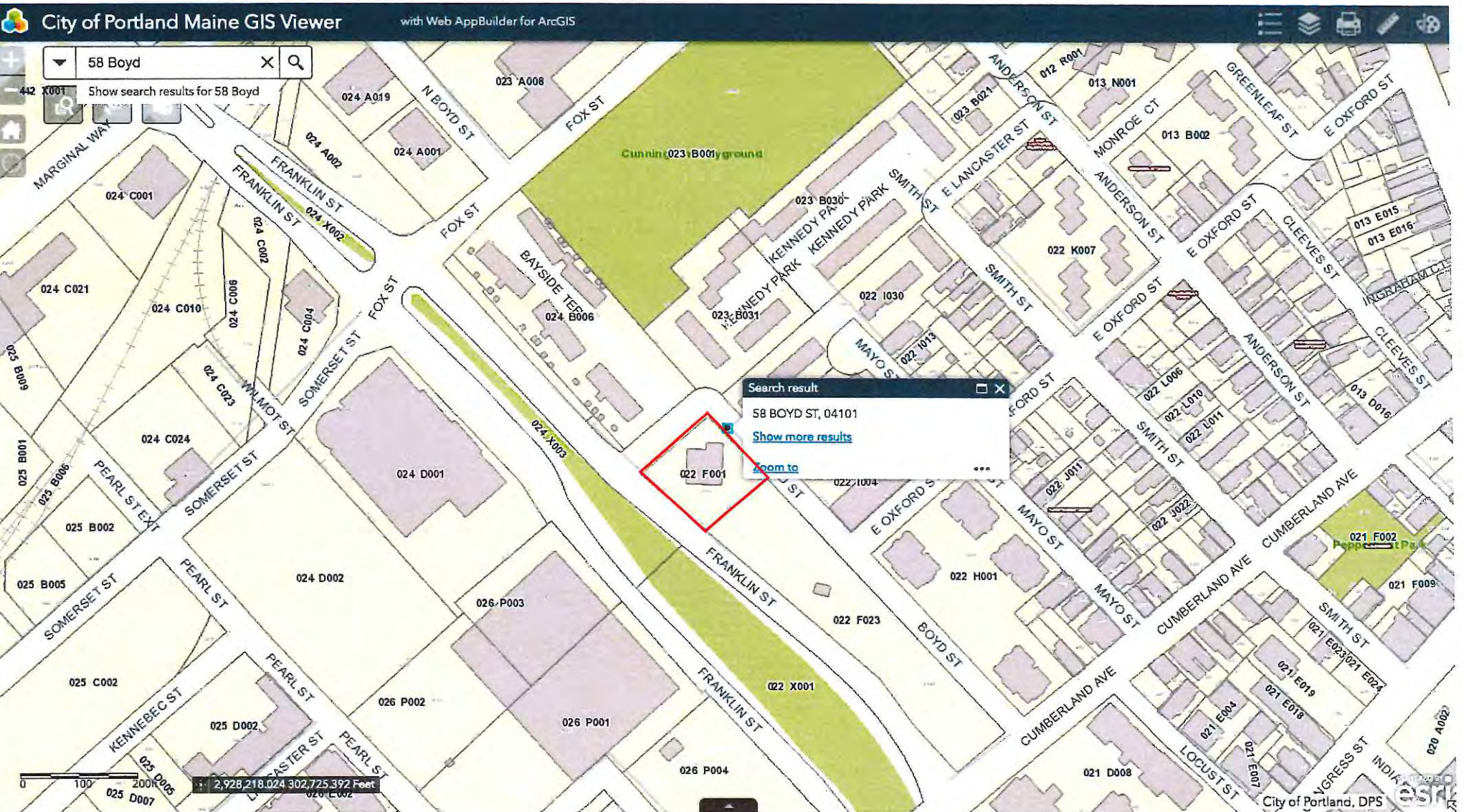
City of Portland - TIF Model
Boyd Street TIF Model

8/28/2017 OAV: \$0 - Tax Exempt

50% Captured Value to Developer; 50% Uncaptured to City General Fund

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model							
50% Sheltered over 30 years with that 50% going to Developer Project Account; 50% to City General Fund							
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2018	\$0	\$0	\$0	\$0	\$0	\$0
2	2019	\$2,550,000	\$1,275,000	\$0	\$777	\$694	\$1,471
3	2020	\$5,100,000	\$2,550,000	\$0	\$1,553	\$1,389	\$2,942
4	2021	\$5,100,000	\$2,550,000	\$7,055	\$1,553	\$1,389	\$9,997
5	2022	\$5,100,000	\$2,550,000	\$14,110	\$1,553	\$1,389	\$17,052
6	2023	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
7	2024	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
8	2025	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
9	2026	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
10	2027	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
11	2028	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
12	2029	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
13	2030	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
14	2031	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
15	2032	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
16	2033	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
17	2034	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
18	2035	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
19	2036	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
20	2037	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
21	2038	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
22	2039	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
23	2040	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
24	2041	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
25	2042	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
26	2043	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
27	2044	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
28	2045	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
29	2046	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
30	2047	\$5,100,000	\$2,550,000	\$21,165	\$1,553	\$1,389	\$24,107
30 Year TIF Total		\$145,350,000	\$72,675,000	\$550,290	\$44,265	\$39,584	\$634,138
30 Year TIF Average				\$18,343	\$1,475	\$1,319	\$21,138

Exhibit A





To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 58 Boyd Street
Date: 10/24/17

Executive Summary

58 Boyd Street is a project of the Portland Housing Development Corporation (PHDC), the development affiliate of the Portland Housing Authority. 58 Boyd Street will construct 55 units of mixed income rental housing as part of the East Bayside redevelopment, just across the street from its Bayside Anchor development and service hub. Units will range in size from efficiency units (25) to three bedrooms (9). Rents will range from market rate (11 units will be unrestricted) to no more than 50% AMI with 28 units subsidized with Project Based Vouchers.

Sources and Uses

Permanent Sources include:

Maine Housing	\$550,000
AHP Loan (Bangor Savings)	\$2,932,139
City of Portland HOME	\$200,000
Sponsor Loan	\$119,936
AHP Subsidy	\$750,000
Net LIHTCs	<u>\$6,756,824</u>
Total Sources:	\$11,308,899

PHDC is well positioned to secure all remaining sources needed to complete this project. In the 2017 LIHTC competition, this project missed funding by only 1 point, and has been able to adjust the project to score higher in the 2018 QAP, taking advantage of additional points for family scale units and planning board approvals. The Bangor Savings/AHP loan and subsidy are already committed, as is a construction loan of \$6,850,000 from Bangor Savings.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

Construction costs are being repriced right now in preparation for submission of materials to Maine Housing for the LIHTC application. Current costs are based on a "Conceptual Estimate" by Wright-Ryan Construction created in 2016. It reflects an inflation cost adjuster through an anticipated start of construction in October 2017. So there will be upward pressure on these costs to factor in inflation till a construction start date in 2018. However, the developer has identified cost savings in the design and is working closely with the contractor on containing the total construction cost. The development team anticipates the new construction costs, available in early November, will be very close to the existing



estimate. Costs of demolition for the existing structure are specifically excluded and will be funded through a CDBG allocation committed in 2015, prior to PHDC taking title to the site.

Soft Costs:

Soft costs are modest at 22% of total development costs and generally in line with or slightly under industry norms. Developer fee is a very modest 7.43% of development costs (excluding reserves and developer fee).

Contingency:

Construction Contingency is too narrowly budgeted at 5% considering the very preliminary stage of design. A 5% hard cost contingency should be sufficient once plans are finalized and the job is bid, but given the early stage of the development and the updated construction costs, a 5% contingency is insufficient. Soft cost contingency is also too low at less than 2% of total soft costs. However, these concerns are mitigated by the financial strength of the developer and sponsor. PHDC has the financial resources to address unexpected set backs and cost over runs in the development of this project.

Acquisition:

This property is currently owned by the Portland Housing Authority, the parent company of the developer. The existing improvements will be demolished prior to transfer of ownership of the site. No acquisition price will be associated with the transfer.

Operating Budget & 20 Year Cashflow Projection

Project Income:

This project will serve a wide range of income levels, with 28 Project Based Vouchers for households with incomes not to exceed 50% AMI, 50% AMI units without project based vouchers (8 units), 60% AMI units (8 units), and market rate units (11 units).

The rents for the market rate units are set just under Fair Market Rents, discounted by \$19-\$21 per unit per month. Given the high demand for units in Portland overall, these are not likely to pose a significant problem to rent, even with the potential marketing disadvantage of a predominately affordable property.

50% and 60% AMI units are set at the maximum allowable rent for LIHTC units. Units with Project Based Vouchers will supplement the tenant's contribution to rent up to the FMR rate. However, due to Maine Housing's preferences regarding how this is reflected in the pro forma, the additional income above the allowable 50% AMI tax credit rent is reflected in the income line labeled "PBV/HAP Differential." This significant income line (\$147,288 in year 1) will trend with Fair Market Rent.

Other income includes 1) laundry for \$5,500 (\$8.33/unit/month, not unreasonable given the amount of family housing) and 2) \$12,000 in rent from Cultivating Community, which will move their office space to this location adjacent to one of their primary community gardens.

A 50% 30 year TIF is requested, and reflected in Income of \$57,125 in the first full year of operations.



Operating Expense

Operating expenses appear high at \$9,085/unit in part because this includes the full property tax liability as an expense. A property with a PILOT which provided the comparable property tax relief to the requested TIF would show per unit operating expenses of \$8,046. This is still high. Factoring out tenant services and computer network, not expenses typically included in operating budgets, brings the per unit operating expense per year to \$7,682, still on the high side of normal. Both maintenance (\$2,341/unit) and replacement reserve (\$450) are budgeted on the high end of normal, especially for new construction. However, considering the likelihood of pretty heavy resident demands on the property (25 of 55 units are 2 or 3 bedrooms, there will be plenty of children in the property) budgeting high for maintenance and replacement reserves is appropriate.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

Year 1 debt service coverage is 1.28, rising to 1.30 before declining to 1.26 in year 20, with industry standard income and expense inflators (2% & 3%) and a 5% vacancy. Given the nature of the Portland housing market, with very limited supply of affordable units relative to demand, a 5% vacancy, while consistent with industry standards for underwriting, is conservative relative to likely operating experience. Since these units are very likely to outperform a 5% vacancy projection, these debt service coverage ratios are likely to be conservative. A more likely scenario reflects the affordable units operating at 3% (or lower) vacancy. Running an average of 3% vacancy results in a dscr of 1.33 in year 1, peaking at 1.35, and a year 20 dscr of 1.33.

Even with a 5% average vacancy, the HOME loan can be fully repaid to City of Portland from 25% of cashflow in year 12, while the developer fee loan would be fully retired in year 7 with payment of 25% of cashflow. A lower actual vacancy rate repays the developer fee and HOME loans slightly sooner.

Developer Financials

Portland Housing Authority has submitted audits for FY2013, 2014, 2015 and 2016. Their fiscal year ends 6/30. Their audit as of 6/30/16 showed strong and improving financial health, with current assets over \$16 million and current liabilities of \$1.5 million, resulting in a current ratio of 11. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.6. In 2016, they increased their Net Position by \$526,458, as growth in revenues exceeded growth in expenses. In 2016, tenant services expense grew by 36% -- a rate of growth unlikely to be sustainable, and their operations were helped by a drop in utility expenditures which may be dependent upon weather. However, overall, this organization has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin hard and soft cost contingency.

Recommendations

I recommend a loan in the amount of no more than \$200,000, 30 years, zero percent interest, with repayment annually of 25% of cashflow, and a 50%, 30 year TIF, with the following conditions prior to loan closing:



1. Satisfactory review of a final development budget and operating pro forma which is consistent with the commitments of all source, including a cashflow waterfall acceptable to the City;
2. Final rent schedules to be compared to maximum allowable rents and applicable utility allowance charts to determine final maximum rent rates, and satisfactory review of a letter of intent from Cultivating Community (or other prospective tenant) to lease ground floor space at price as proposed in the final operating budget;
3. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Development Budget with Permanent Sources

Date 10/20/2017
 Project Name 58 Boyd Street
 Project Address 58 Boyd Street
 Developer/Sponsor Portland Housind Development Corp.

Total Units 55
 Total Square Feet 48,488

	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - 1st Lien	\$550,000	\$10,000	\$11
City of Portland HOME loan	\$200,000	\$3,636	\$4
AHP Loan	\$2,932,139	\$53,312	\$60
FHLB Subsidy	\$750,000	\$13,636	\$15
LIHTC Syndication	\$6,756,824	\$122,851	\$139
Sponsor (Developer Fee) Loan	\$119,936	\$2,181	\$2
Total Sources of Funds	\$11,308,899	\$205,616	\$233

Uses of Funds

Hard Costs			
Site Improvements	\$748,000	\$13,600	\$15
Rehabilitation		\$0	\$0
New Construction	\$6,817,499	\$123,955	\$141
Contractor's Profit, Overhead, & Gen. Requirements	9.8% \$741,218	\$13,477	\$15
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$44,963	\$818	\$1
Other		\$0	\$0
Hard Cost Contingency (% of hard costs)	5.0% \$417,584	\$7,592	\$9
Total Hard Costs	\$8,769,264	\$159,441	\$181

Soft Costs			
Building Permit & Fees	\$175,730	\$3,195	\$4
Survey & Engineering	\$66,900	\$1,216	\$1
Design & Permitting (% of const exp)	6.9% \$510,000	\$9,273	\$11
Borrower Legal (all closings, excluding syndication legal)	\$68,000	\$1,236	\$1
Title & Recording	\$15,000	\$273	\$0
Accounting	\$8,000	\$145	\$0
Construction Period Taxes	\$8,000	\$145	\$0
Construction Period Insurance	\$25,000	\$455	\$1
Other: FF&E, Security		\$0	\$0
Other		\$0	\$0
Total Soft Costs	\$876,630	\$15,939	\$18

Financing Costs			
Construction Loan Origination Fees	\$7,500	\$136	\$0
Construction Period Interest	\$115,500	\$2,100	\$2
Lender Inspection Fees +Letter of Credit + const legal	\$33,200	\$604	\$1
Letter of Credit Fee		\$0	\$0
Permanent Loan Fee	\$14,500	\$264	\$0

Construction Lender Legal		\$0	\$0
Other	\$0	\$0	\$0
Total Financing Costs	\$170,700	\$3,104	\$4

Acquisition

Reserves and Developer Fee

Total Uses of Funds	
1. Total	100%
2. Total	100%
3. Total	100%
4. Total	100%
5. Total	100%
6. Total	100%
7. Total	100%
8. Total	100%
9. Total	100%
10. Total	100%
11. Total	100%
12. Total	100%
13. Total	100%
14. Total	100%
15. Total	100%
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92. Total	100%
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94. Total	100%
95. Total	100%
96. Total	100%
97. Total	100%
98. Total	100%
99. Total	100%
100. Total	100%

Developer Fee Analysis:	Total Fees:	\$750,000
	Percent of TDC:	7.43% (excluding reserves & developer fee)



Phased Sources and Uses

Predevelopment Uses	
Earnest money deposit	
Appraisal	
Environmental	
Building condition assessment	
Legal	
Architect	
Other professional fees	
Other	
Total:	\$ -

Acquisition/Construction Uses	
Predevelopment expenses included above	\$ -
Acquisition of real estate	
Construction Contract	
Construction contingency	
Soft costs (not included in predevelopment period)	
Soft cost contingency	
Other:	
Total:	\$ -

Permanent Financing	
Acquisition/construction & predev expenses above	\$ -
Lease up reserve	
Capitalized operating reserve	
Capitalized replacement reserve	
Other	
Total:	\$ -

Predevelopment Sources	Status	Rate	Term	Amount
Predevelopment loan:	Applied			\$ -
Grant:	Applied			\$ -
Developer/sponsor equity	Applied			\$ -
Resident deposits				\$ -
				\$ -
				\$ -
				\$ -
Total:				\$ -

Acquisition/ Construction Sources*	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

Permanent Financing*	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

* All sources should be listed at the cumulative value in each phase.

Project Operating Pro Forma

Date	October 20, 2017
Project Name	58 Boyd St
Project Address	58 Boyd St
Developer/Sponsor	Portland Housing Development Corporation

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	4	pbv	0	50%	\$718	\$0		\$718		\$2,872	\$34,464
0 BR	8		0	50%	\$718	\$0		\$718		\$5,744	\$68,928
0 BR	5		0	60%	\$862			\$862		\$4,310	\$51,720
0 BR	8		0	market	\$941			\$941		\$7,528	\$90,336
1 BR	3	pbv	0	50%	\$770			\$770		\$2,310	\$27,720
1 BR	1		0	60%	\$924			\$924		\$924	\$11,088
1 BR	1		0	market	\$1,033			\$1,033		\$1,033	\$12,396
2 BR	12	pbv	0	50%	\$923			\$923		\$11,076	\$132,912
2 BR	2		0	60%	\$1,108			\$1,108		\$2,216	\$26,592
2 BR	2		0	market	\$1,368			\$1,368		\$2,736	\$32,832
3 BR	9	pbv	0	50%	\$1,067			\$1,067		\$9,603	\$115,236
Other			0	60%				\$0		\$0	\$0
Total:	55		0							\$50,352	\$604,224

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$604,224	\$10,986	\$616,308	\$628,635	\$641,207	\$654,031	\$667,112	\$680,454	\$694,063	\$707,945	\$722,104
Vacancy Loss 5.0%	(\$30,211)	(\$549)	(\$30,815)	(\$31,432)	(\$32,060)	(\$32,702)	(\$33,356)	(\$34,023)	(\$34,703)	(\$35,397)	(\$36,105)
Other income (laundry & comm)	\$17,500	\$318	\$17,850	\$18,207	\$18,571	\$18,943	\$19,321	\$19,708	\$20,102	\$20,504	\$20,914
PBV/HAP differential	\$147,288	\$2,678	\$150,234	\$153,238	\$156,303	\$159,429	\$162,618	\$165,870	\$169,188	\$172,571	\$176,023
TIF	\$57,125	\$1,039	\$58,268	\$59,433	\$60,622	\$61,834	\$63,071	\$64,332	\$65,619	\$66,931	\$68,270
Effective Gross Income	\$795,926	\$14,471	\$811,844	\$828,081	\$844,643	\$861,536	\$878,766	\$896,342	\$914,269	\$932,554	\$951,205
Administrative											
Management Fee	\$42,833	\$779	\$44,118	\$45,442	\$46,805	\$48,209	\$49,655	\$51,145	\$52,679	\$54,260	\$55,887
Management Charges	\$42,833	\$779	\$44,118	\$45,442	\$46,805	\$48,209	\$49,655	\$51,145	\$52,679	\$54,260	\$55,887
Marketing Expense	\$500	\$9	\$515	\$530	\$546	\$563	\$580	\$597	\$615	\$633	\$652
Legal	\$2,000	\$36	\$2,060	\$2,122	\$2,185	\$2,251	\$2,319	\$2,388	\$2,460	\$2,534	\$2,610
Audit & Accounting	\$6,000	\$109	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	\$7,164	\$7,379	\$7,601	\$7,829
Admin Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$94,166	\$1,712	\$96,991	\$99,901	\$102,898	\$105,985	\$109,164	\$112,439	\$115,812	\$119,287	\$122,865
Tenant Services & Computer	\$20,000	\$364	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
Utilities											
Fuel Oil	\$25,000	\$455	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Natural Gas		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$39,000	\$709	\$40,170	\$41,375	\$42,616	\$43,895	\$45,212	\$46,568	\$47,965	\$49,404	\$50,886
Water / Sewer	\$33,500	\$609	\$34,505	\$35,540	\$36,606	\$37,705	\$38,836	\$40,001	\$41,201	\$42,437	\$43,710
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$97,500	\$1,773	\$100,425	\$103,438	\$106,541	\$109,737	\$113,029	\$116,420	\$119,913	\$123,510	\$127,215

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$8,250	\$150	\$8,498	\$8,752	\$9,015	\$9,285	\$9,564	\$9,851	\$10,146	\$10,451	\$10,764
Janitor Contract	\$20,000	\$364	\$20,600	\$21,218	\$21,855	\$22,510	\$23,185	\$23,881	\$24,597	\$25,335	\$26,095
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$15,500	\$282	\$15,965	\$16,444	\$16,937	\$17,445	\$17,969	\$18,508	\$19,063	\$19,635	\$20,224
Maintenance	\$37,000	\$673	\$38,110	\$39,253	\$40,431	\$41,644	\$42,893	\$44,180	\$45,505	\$46,870	\$48,277
Elevator, HVAC, systems mainte	\$48,000	\$873	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034	\$60,805	\$62,629
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$128,750	\$2,341	\$132,613	\$136,591	\$140,689	\$144,909	\$149,257	\$153,734	\$158,346	\$163,097	\$167,990

Taxes & Insurance											
Real Estate Taxes or PILOT	\$114,250	\$2,077	\$117,678	\$121,208	\$124,844	\$128,589	\$132,447	\$136,420	\$140,513	\$144,728	\$149,070
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$20,250	\$368	\$20,858	\$21,483	\$22,128	\$22,792	\$23,475	\$24,180	\$24,905	\$25,652	\$26,422
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$134,500	\$2,445	\$138,535	\$142,691	\$146,972	\$151,381	\$155,922	\$160,600	\$165,418	\$170,381	\$175,492

Replacement Reserves	\$24,750	\$450	\$25,493	\$26,257	\$27,045	\$27,856	\$28,692	\$29,553	\$30,439	\$31,353	\$32,293
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$499,666	\$9,085	\$514,656	\$530,096	\$545,999	\$562,378	\$579,250	\$596,627	\$614,526	\$632,962	\$651,951
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Net Operating Income	\$296,260	\$5,387	\$297,188	\$297,986	\$298,644	\$299,157	\$299,517	\$299,714	\$299,742	\$299,592	\$299,254
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Debt Service											
Maine Housing -- First Lien	\$39,570	\$719	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570
AHP Loan -- Second Lien	\$188,884	\$3,434	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884
Sponsor Loan	\$3,690	\$67	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690
Total Debt Service (Must Pay)	\$232,144	\$4,221	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144

Cash Flow (after Must Pay Debt)	\$64,116	\$1,166	\$65,044	\$65,842	\$66,500	\$67,013	\$67,373	\$67,570	\$67,598	\$67,448	\$67,110
Debt Service Coverage Ratio	1.28		1.28	1.28	1.29	1.29	1.29	1.29	1.29	1.29	1.29

Cash Flow Debt Payments	remaining :	\$103,107	\$86,846	\$70,386	\$53,761	\$37,007	\$20,164	\$3,271	(\$13,628)	(\$30,490)	
Sponsor Loan	25.0%	\$16,029	\$291	\$16,261	\$16,460	\$16,625	\$16,753	\$16,843	\$16,893	\$16,900	\$16,778
HOME Loan Repayment	25.0%	\$16,029	\$291	\$16,261	\$16,460	\$16,625	\$16,753	\$16,843	\$16,893	\$16,900	\$16,778
Cash Flow Retained by Project		\$32,058	\$583	\$32,522	\$32,921	\$33,250	\$33,507	\$33,686	\$33,785	\$33,799	\$33,724
Retained Cash Flow %	6% remaining :	\$183,971	\$167,710	\$151,250	\$134,625	\$117,871	\$101,028	\$84,135	\$67,236	\$50,374	\$33,596

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$736,546	\$751,277	\$766,302	\$781,628	\$797,261	\$813,206	\$829,470	\$846,059	\$862,981	\$880,240
Vacancy Loss	5.0% (\$36,827)	(\$37,564)	(\$38,315)	(\$39,081)	(\$39,863)	(\$40,660)	(\$41,474)	(\$42,303)	(\$43,149)	(\$44,012)
Other income (laundry & commercial space)	\$21,332	\$21,759	\$22,194	\$22,638	\$23,091	\$23,553	\$24,024	\$24,504	\$24,994	\$25,494
PBV/HAP differential	\$179,543	\$183,134	\$186,797	\$190,533	\$194,343	\$198,230	\$202,195	\$206,239	\$210,364	\$214,571
TIF	\$69,635	\$71,724	\$73,876	\$76,092	\$78,375	\$80,726	\$83,148	\$85,642	\$88,212	\$90,858
Effective Gross Income	\$970,229	\$990,330	\$1,010,854	\$1,031,810	\$1,053,207	\$1,075,055	\$1,097,363	\$1,120,142	\$1,143,401	\$1,167,151
Administrative										
Advertising	\$57,564	\$59,291	\$61,070	\$62,902	\$64,789	\$66,732	\$68,734	\$70,796	\$72,920	\$75,108
Office Payroll & Benefits	\$57,564	\$59,291	\$61,070	\$62,902	\$64,789	\$66,732	\$68,734	\$70,796	\$72,920	\$75,108
Office Supplies, Phone, Misc.	\$672	\$692	\$713	\$734	\$756	\$779	\$802	\$826	\$851	\$877
Mngr or Super Rent Free Unit	\$2,688	\$2,768	\$2,852	\$2,937	\$3,025	\$3,116	\$3,209	\$3,306	\$3,405	\$3,507
Audit & Accounting	\$8,063	\$8,305	\$8,555	\$8,811	\$9,076	\$9,348	\$9,628	\$9,917	\$10,215	\$10,521
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$126,551	\$130,348	\$134,258	\$138,286	\$142,435	\$146,708	\$151,109	\$155,642	\$160,311	\$165,121
Supportive Services	\$26,878	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070
Utilities										
Fuel Oil	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$52,413	\$53,985	\$55,605	\$57,273	\$58,991	\$60,761	\$62,584	\$64,461	\$66,395	\$68,387
Water / Sewer	\$45,021	\$46,372	\$47,763	\$49,196	\$50,672	\$52,192	\$53,758	\$55,370	\$57,032	\$58,742
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$131,032	\$134,963	\$139,012	\$143,182	\$147,477	\$151,902	\$156,459	\$161,153	\$165,987	\$170,967

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$11,087	\$11,420	\$11,763	\$12,115	\$12,479	\$12,853	\$13,239	\$13,636	\$14,045	\$14,466
Exterminating	\$26,878	\$27,685	\$28,515	\$29,371	\$30,252	\$31,159	\$32,094	\$33,057	\$34,049	\$35,070
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$20,831	\$21,456	\$22,099	\$22,762	\$23,445	\$24,148	\$24,873	\$25,619	\$26,388	\$27,179
Maintenance	\$49,725	\$51,217	\$52,753	\$54,336	\$55,966	\$57,645	\$59,374	\$61,155	\$62,990	\$64,880
Elevator, HVAC, pool contracts	\$64,508	\$66,443	\$68,437	\$70,490	\$72,604	\$74,782	\$77,026	\$79,337	\$81,717	\$84,168
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$173,029	\$178,220	\$183,567	\$189,074	\$194,746	\$200,588	\$206,606	\$212,804	\$219,188	\$225,764

Taxes & Insurance										
Real Estate Taxes or PILOT	\$153,542	\$158,149	\$162,893	\$167,780	\$172,813	\$177,998	\$183,338	\$188,838	\$194,503	\$200,338
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$27,214	\$28,031	\$28,872	\$29,738	\$30,630	\$31,549	\$32,495	\$33,470	\$34,474	\$35,508
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$180,757	\$186,179	\$191,765	\$197,518	\$203,443	\$209,547	\$215,833	\$222,308	\$228,977	\$235,847

Replacement Reserves	\$33,262	\$34,260	\$35,288	\$36,346	\$37,437	\$38,560	\$39,716	\$40,908	\$42,135	\$43,399
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$671,509	\$691,655	\$712,404	\$733,776	\$755,790	\$778,463	\$801,817	\$825,872	\$850,648	\$876,167
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Net Operating Income	\$298,720	\$298,675	\$298,450	\$298,033	\$297,417	\$296,591	\$295,546	\$294,270	\$292,753	\$290,984
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Debt Service										
First Lien	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570	\$39,570
Second Lien	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884	\$188,884
Other	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690	\$3,690
Total Debt Service (Must Pay)	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144	\$232,144

Cash Flow (after Must Pay Debt)	\$66,576	\$66,531	\$66,306	\$65,889	\$65,273	\$64,447	\$63,402	\$62,126	\$60,609	\$58,840
Debt Service Coverage Ratio	1.29	1.29	1.29	1.28	1.28	1.28	1.27	1.27	1.26	1.25

Cash Flow Debt Payments										
Sponsor Loan	25.0%	\$16,644	\$16,633	\$16,576	\$16,472	\$16,318	\$16,112	\$15,850	\$15,532	\$15,152
	25.0%	\$16,644	\$16,633	\$16,576	\$16,472	\$16,318	\$16,112	\$15,850	\$15,532	\$15,152
Cash Flow Retained by Project		\$33,288	\$33,266	\$33,153	\$32,945	\$32,637	\$32,224	\$31,701	\$31,063	\$30,305
Retained Cash Flow %	6%	\$16,952	\$320							

58 Boyd Street Apartment Sources and Uses

58 Boyd Street Apartments - Sources and Uses

Sources		
Development Fee Loan	0	
MH Amortizing Loan	550,000	
City FedHOME	200,000	
AHP Loan	2,932,139	
FHLB Subsidy	750,000	
Net Syndication	6,756,824	795,000 Credit Allocation
Sponsor Loan	119,936	
Total	11,308,899	
Uses		
Construction	8,769,264	\$172.24 /sf Construction
Soft Costs	910,630	
Finance Costs	170,700	
Miscellaneous	198,780	
Acquisition	0	
Reserves	509,524	
Developer Fee	750,000	
Total	11,308,899	205,616 Gross TDC / Unit
		199,461 Adj. TDC / unit

PROJECT FINANCING								
Source		Amount	Rate	Term	Lien	Annual D/S		
						Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1:	MH Subsidy	0	0.00%	30	First	0	0	0
Source 2:	MH Amortizing Loan	550,000	6.00%	30	First	39,570	39,570	39,570
Source 3:	AHP Loan	2,932,139	5.00%	30	First	186,884	186,884	186,884
Source 4:	Sponsor Loan	119,936	0.00%	30		3,690	3,690	3,690
Source 7:	City FedHOME	200,000	0.00%	30	Third	0	0	
Source 8:	AHP Subsidy	750,000			Third		Grant	
Source 9:	Development Fee Loan	0			Unsecured		Cash Flow	
Source 10:	Net Syndication	6,756,824	\$0.85					
	Capitalization Gap	-0						
Total		11,308,899						

58 Boyd Street Development Budget

	Pro Forma Development Budget		Commercial	Total
	Residential	Per Unit		
Site Improvements	748,000	13,600		748,000
Construction	6,817,499	123,955	0	6,817,499
Demolition	0	0		0
Builder Overhead	420,000	7,636		420,000
Builder Profit	321,218	5,840		321,218
Bond Premium	44,963	818		44,963
Construction Contingency	5% 417,584	7,592		417,584
Subtotal Construction Costs	8,769,264	159,441	0	8,769,264
Building Permits and Fees	175,730	3,195		175,730
Survey & Engineering	66,900	1,216		66,900
Architectural & Design	510,000	9,273		510,000
Legal	68,000	1,236		68,000
Title & Recording	15,000	273		15,000
Accounting	8,000	145		8,000
Construction Period Tax	8,000	145		8,000
Construction Period Insurance	25,000	455		25,000
Soft Cost Contingency	34,000	618		34,000
Subtotal Soft Costs	910,630	16,557	0	910,630
Construction Loan Origination Fees	7,500	136		7,500
Construction Loan Interest	115,500	2,100		115,500
Constr Partic. Fee/Perm Loan Fee	14,500	264		14,500
Lend Inspec, Const legal, Letter of Credit	33,200	604		33,200
Subtotal Finance Costs	170,700	3,104	0	170,700
Market Survey	5,200	95		5,200
Appraisal	6,000	109		6,000
Environmental Study	13,500	245		13,500
LINTC Fees/ prepd monitor	63,000	1,145		63,000
Commissioning	57,080	1,038		57,080
FF&E	54,000	982		54,000
Subtotal Miscellaneous	198,780	3,614	0	198,780
Acquisition: Buildings	0	0		0
Acquisition: Land	0	0		0
Acquisition: Legal	0	0		0
Subtotal Acquisition	0	0	0	0
Operating Deficit Escrow	305,530	5,555		305,530
Pre-funded Replacements	76,037	1,382		76,037
Tax & Insurance Escrow	77,958	1,417		77,958
Working Capital	0	0		0
GP Contribution	0	0		0
Developer Overhead	420,000	7,636		420,000
Developer Profit	330,000	6,000		330,000
Rent-up & Marketing	50,000	909		50,000
Subtotal Fee and Reserves	1,259,524	22,900	0	1,259,524
Total Development Costs	11,308,899	205,616	0	11,308,899
TDC Less LINTC Fees and ODE		199,461		

58 Boyd Street Apartments

Rent Schedule

PROPOSED RENT SCHEDULE								
Type	AMI	# Units	Rents from Applicant	Program Max Rents	Gross Rent	Market Rent	Utility Allow.	Total Rent
Efficiency	40% LIHTC	0				\$1,045	0	0
	50% LIHTC PBV	4	718	718	718	\$1,045	0	34,464
	50% LIHTC	8	718	718	718	\$1,045	0	68,928
	60% HOME	0				\$1,045	0	0
	60% LIHTC	5	862	862	862	\$1,045	0	51,720
	Market	8	\$941	\$941	941	\$1,045	0	90,288
1BR	40% LIHTC	0				\$1,215	0	0
	50% HOME	0				\$1,215	0	0
	50% LIHTC PBV	3	770	770	770	\$1,215	0	27,720
	50% LIHTC	0	770	770	770	\$1,215	0	0
	60% LIHTC	1	924	924	924	\$1,215	0	11,088
	Market	1	\$1,033	\$1,033	1,033	\$1,215	0	12,393
2BR	40% LIHTC	0				\$1,520	0	0
	50% HOME	0				\$1,520	0	0
	50% LIHTC PBV	12	923	923	923	\$1,520	0	132,912
	High HOME	0				\$1,520	0	0
	60% LIHTC	2	1,108	1,108	1,108	\$1,520	0	26,592
	Market	2	\$1,368	\$1,368	1,368	\$1,520	0	32,832
3BR	50% LIHTC	0	1067	1067	1,067	\$1,810	0	0
	50% LIHTC PBV	9	1067	1067	1,067	\$1,810	0	115,236
	60% HOME	0				\$1,810	0	0
	60% LIHTC	0	1281	1281	1,281	\$1,810	0	0
	Market	0	\$1,629	\$1,629	1,629	\$1,810	0	0
4BR	50% HOME					\$0	0	0
	50% LIHTC					\$0	0	0
	60% HOME					\$0	0	0
	60% LIHTC					\$0	0	0
	Market							0
Other:								0
Subtotals		55						604,173
			Vacancy Rate	5%				-37,573
			Other Income	50% TIF				55,208
			Other Income	PBV-HAP Diff				147,288
			Other Income	Laundry				5,500
			Tenant Income	CSF				12,000
			Effective Gross Income					785,595

One Year Operating Expenses

OPERATING EXPENSES					
Expense	Residential Annual	Annual Per Unit	Monthly Per Unit	Community Facility Annual	Total Building Annual
Administrative Expenses:					
Management Fees	42,833	779	65	0	42,833
Management Charges	42,833	779	65	0	42,833
Marketing Expenses	500	9	1	0	500
Legal Expenses	2,000	36	3	0	2,000
Auditing Expenses	6,000	109	9	0	6,000
Other Administrative Expenses	0	0	0	0	0
Administrative Expenses	94,167	1,712	143	0	94,167
Operating Expenses:					
Janitorial Payroll	0	0	0	0	0
Janitorial Supplies and Equipment	0	0	0	0	0
Janitorial Contractual Services	20,000	364	30	0	20,000
Propane Heat & HW	24,000	436	36	1,000	25,000
Electricity	35,000	636	53	4,000	39,000
Water and Sewer	32,500	591	49	1,000	33,500
Garbage and Trash Removal	15,000	273	23	500	15,500
Vehicle and Equipment Expenses	0	0	0	0	0
Other Operating Expenses	0	0	0	0	0
Operating Expenses	126,500	2,300	192	6,500	133,000
Maintenance Expenses:					
Grounds Maintenance Payroll	0	0	0	0	0
Grounds Tools and Supplies	0	0	0	0	0
Grounds Contractual Services	7,500	136	11	750	8,250
Miscellaneous Ground Maintenance	0	0	0	0	0
Tenant Damage Charges - Grounds	0	0	0	0	0
Building Maintenance Payroll	0	0	0	0	0
Building Tools and Supplies	5,500	100	8	0	5,500
Building Contractual Services	30,000	545	45	1,000	31,000
Building Systems Maintenance	45,000	818	68	3,000	48,000
Miscellaneous Building Maintenance	500	9	1	0	500
Tenant Damage Charges - Building	0	0	0	0	0
Maintenance Expenses	88,500	1,609	134	4,750	93,250
General Expenses:					
Off-Site Parking					
Property Taxes	110,415	2,008	167	0	110,415
Property and Liability Insurance	19,500	355	30	750	20,250
Tenant Computer Network Expense	2,500	45	4	0	2,500
Tenant Service Expenses	17,500	318	27	0	17,500
General Expenses	149,915	2,726	227	750	150,665
Replacement Reserve Funding	24,750	450	38	0	24,750
Commercial Expenses (if applicable)	0	0	0		
Total	483,832	8,797	733	12,000	495,832
Operating Cost per unit without Replacement Reserve		8,347			

*Order 102 - 17/18
Tab 25 11-6-17*

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 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO
THE 58 BOYD STREET APARTMENTS CREDIT ENHANCEMENT AGREEMENT
WITH 58 BOYD STREET LP**

ORDERED, that the credit enhancement agreement between the City of Portland and 58 Boyd Street LP related to the 58 Boyd Street Apartments Affordable Housing Tax Increment Financing District is hereby approved and the City Manager is authorized to sign the agreement in substantially the form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

*Order 183-17/18
Dat 26 11-6-17*

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 APPROPRIATING
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS
IN THE AMOUNT OF \$300,000 TO THE
AVESTA HOUSING DEVELOPMENT CORPORATION
RE: DEERING PLACE AT 61 DEERING STREET AND 510 CUMBERLAND AVENUE**

ORDERED, that the amount of \$300,000 in Home Investment Partnerships (HOME) Program funds is hereby appropriated to the Avesta Housing Development Corporation for development costs for Deering Place at 61 Deering Street and 510 Cumberland Avenue; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the grant, and otherwise carry out the intent of this order.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Planning and Urban Development Department
Housing & Community Development Division

DATE: October 26, 2017

SUBJECT: Order Authorizing Financial Assistance in the amount of \$300,000 in HOME Program Funds to the Avesta Housing Development Corporation project entitled Deering Place located at 61 Deering Street and 510 Cumberland Avenue

SPONSOR: Jill Duson, Chair
Housing Committee
Date the Committee Met: September 26, 2017
Results: 3-0 in favor

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading November 6, 2017 **Final Action** November 20, 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)

Mary Davis, HCD Division Director will be available to answer any questions

I. ONE SENTENCE SUMMARY

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eight (80) unit mixed-income rental housing development on a site they own located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$300,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The HOME loan request is detailed in this memo. The AHTIF request is discussed in a separate memo.

II. AGENDA DESCRIPTION

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eighty (80) unit mixed-income rental housing development on a site they own located at 61

Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$300,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project. The HOME loan request is detailed in this memo. The AHTIF request is discussed in a separate memo.

The Deering Place project will include:

Deering Place 510 Cumberland Avenue & 61 Deering Street		
Efficiency Units (15)	at or below 40% area median income	0
	at or below 50% area median income	9
	at or below 60% area median income	0
	Market Rate	6
1-Bedroom Units (40)	at or below 40% area median income	0
	at or below 50% area median income	17
	at or below 60% area median income	0
	Market Rate	23
2-Bedroom Units (12)	at or below 40% area median income	5
	at or below 50% area median income	4
	at or below 60% area median income	0
	Market Rate	3
3-Bedroom Units (13)	at or below 40% area median income	8
	at or below 50% area median income	5
	at or below 60% area median income	0
	Market Rate	0
Total Units		80

The Deering Place development will completely reconfigure the site at 61 Deering Street/510 Cumberland Avenue:

- A new building containing 27 apartment units will be built at 61 Deering Street, along with 5 parking spaces;
- An addition will be constructed on 510 Cumberland Avenue, adding 33 new apartment units and covered parking;
- The existing 510 Cumberland Avenue commercial space will be reconfigured into 7 apartments and covered parking;
- The existing 13 apartment units at 510 Cumberland Avenue will be renovated;
- The historic structure at 73 Deering will be removed from the existing property description and use restrictions and sold for an estimated \$500,000;
- The existing playground will be removed.

In total, the development will include 80 apartment units, ranging in size from efficiency to 3 bedrooms. It will include a community room, a telemedical room, laundry facilities in each building, and 64 parking spaces. The project will serve a mixed income population, with 32

market rate units and 48 affordable units. Thirteen units will continue to serve households at 40% of AMI, per the existing affordability restriction with Maine Housing. The remaining 35 affordable units will serve households at 50% AMI.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is attached. The report indicates that the developer is an experienced developer, has the financial capacity to keep the development process moving forward and the project will have sufficient cash flow to repay the City HOME loan in full.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the initial HOME funding recommendation noted below. With that being said, the third party report makes the following recommendations:

A HOME loan in the amount of no more than \$300,000, over 30 years, at zero percent interest, with repayment annually of 20% of cashflow.

III. BACKGROUND

Avesta acquired the 61 Deering Street/510 Cumberland Avenue property from Opportunity Alliance on October 25, 2016, along with a parking lot and a historic building located at 73 Deering Street, with a total of 16 residential apartments and underutilized commercial space. A Capital Needs Assessment concludes that the properties are in reasonable condition considering their age (built in 1900 and 1920) but that both buildings have major systems which are nearing the end of their useful lives, and there are deferred maintenance items which need immediate attention.

There is a use agreement with Maine Housing also dated October 25, 2016, restricting the use of the residential units to affordable housing until at least 2038 (21 years from now). Maine Housing has agreed to transfer the existing affordability restriction on the 3 residential units at 73 Deering (the portion of the property slated for sale) to 3 newly constructed units. This will allow 73 Deering to be sold without affordability restrictions, substantially increasing its market value.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Increase access to safe, location-efficient rental and ownership housing that is affordable for working and low-income families.

Public Benefits 80 apartment units, ranging in size from efficiency to 3 bedrooms. It will include a community room, a telemedical room, laundry facilities in each building, and 64 parking spaces.

V. FINANCIAL IMPACT

The property is currently tax exempt. When completed the project's estimated tax assessed value is \$7 million.

HOME funds request: \$300,000, over 30 years, at zero percent interest, with repayment annually of 20% of cashflow. City HOME investment/unit: \$3,750

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for City HOME funding. The third party analysis is attached. The report indicates that the developer is well positioned to secure the remaining financing needed to move forward with this project, has the financial capacity to keep the development process moving forward and that the project will have sufficient cash flow to repay the City HOME loan in full.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the initial HOME funding recommendation noted below. With that being said, the third party report makes the following recommendations:

A HOME loan in the amount of no more than \$300,000, over 30 years, at zero percent interest, with repayment annually of 20% of cashflow, with the following conditions prior to loan closing:

1. Satisfactory review of a final development budget and operating pro forma which is consistent with the commitments of all source, including a cashflow waterfall acceptable to the City;
2. Any net proceeds of the sale of 73 Deering Place (after debt is retired, payment of settlement expenses, adjustment for any operating losses during the pre-development holding period, and any legal expense related to separation of the parcels) to be used to reduce the HOME loan amount.
3. Satisfactory review of a current appraisal ("current" as of date of loan closing) which breaks out the "as is" and "as built" values for each of the four existing parcels, to insure the limited partnership is not overpaying for the site.
4. Final rent schedules to be compared to maximum allowable rents and applicable utility allowance charts to determine final maximum rent rates.
5. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14.5% of net construction costs.

As part of the Maine State Housing Authority's (MSHA) Qualified Allocation Plan (QAP) application due in February, the developers will need letters of commitment of support for their projects prior to the QAP submission deadline. If the Council agrees with the staff recommendation, this letter would include the recommendations of the third party underwriter and be conditioned on the completion of the following additional requirements:

1. The commitment will be subject to compliance with all HOME Program regulations including, but not limited to, satisfactory underwriting analysis, cost allocation, designation of HOME units and compliance with the new HOME Final Rule (effective August 23, 2013) and the Consolidated and Further Continuing Appropriations Acts of 2012 and 2013.
2. The commitment will include the requirement that the environmental review process be satisfactorily completed. The City's agreement to provide funds will be conditioned on the determination to proceed with, modify or cancel the project based on the results of the environmental review.
3. Commitment of funds to be stated as "an amount up to the funding request based on maximization of LIHTC equity raise", to ensure that the City's contribution is leveraged to the maximum extent possible.
4. If applicable, documentation acceptable to the City that the acquisition cost is reasonably related to market value. This is a HOME Program requirement.
5. Commitment should be subject to the projections and assumptions noted in the project budgets and pro-forma submitted, for both HOME and TIF funding, and the City reserves the right to reconsider and adjust their commitment if any significant alterations occur in the budget. A final commitment will be subject to a final budget.
6. Any substantial changes to the composition of the project, or the financial investment required, will be brought back to the Housing Committee and the City Council for review and approval.

A recommendation for City HOME funding by the City Council is not the same as approval of the overall project. After carefully weighing the potential benefits and impacts on the City and surrounding neighborhood against the standards in the Land Use Ordinance, the Planning Board will ultimately determine if a project meets those standards. Any funding awarded will be contingent on the project's final approval by the Planning Board.

VII. RECOMMENDATION

Staff is requesting approval by the City Council of HOME funding not to exceed \$300,000 with a loan term of 30 years at zero percent interest with repayment annually of 20% of cashflow.

VIII. LIST ATTACHMENTS

HOME Application Information for Deering Place and Third Party Underwriting Analysis

Prepared by: Mary P. Davis, HCD Division Director Date: October 26, 2017

Bean/agendarequestmemo/rev 1/23/2017



City of Portland HOME Funds Application

Project: Deering Place

Avesta Housing is requesting \$300,000 of HOME funds from the City of Portland to complete the Deering Place project ("Deering Place") at 61 Deering Street and 510 Cumberland Avenue, Portland, Maine.

Deering Place is an opportunity to preserve, redevelop, and expand affordable housing in a highly desirable and accessible location within Portland. The development site contains three contiguous lots located in a highly walkable area in the historic Parkside neighborhood in downtown Portland. Deering Place is in close proximity to many amenities and services within the downtown area, making it a prime location for housing; MaineHealth, Deering Oaks park, a pharmacy, bus stops, schools, and a grocery store are all within a half mile.

Deering Place will combine the redevelopment of two under-utilized parking lots and the rehabilitation of an existing mixed-use building to create a mixed-income, contextually-appropriate residential community with 80 units and enhanced amenities. The project will include a mix of affordable and market rate units, making it possible to preserve and add affordable units as well as ensure the long term viability of the project. The scope of work includes a rehab and expansion of 510 Cumberland Avenue ("Building A") and the construction of a new building at 61 Deering Street ("Building B"). Upon completion, there will be a total of 80 apartments, of which 67 will be newly constructed units and 10 will meet handicapped accessible standards and requirements.

Building A is a three-story brick building originally constructed in 1927 and expanded in the early 1990s, currently comprised of 13 one- and two-story three-bedroom rental units, significant first floor commercial space, and a large surface parking lot. The building has not received any major capital improvements in almost 30 years and is in need of significant interior and exterior rehabilitation work. To address these issues and create a higher quality living experience for the residents, the project will facilitate much needed capital improvements at the building level (e.g., brick repointing, roof repair, HVAC enhancements) and through in-unit upgrades (e.g., new doors, energy efficient light fixtures and appliances, cabinets, flooring). The project will also convert the underutilized commercial space to seven new residential units. In addition, Building A will be expanded by constructing a new 33-unit residential building on the surface parking lot next to the existing building. The new building will be attached to the existing building and utilize the same address. The expanded Building A will include 53 units and 59 covered parking spaces, six of which will be handicapped accessible.

Building B will be comprised of 27 units and have five parking spaces, four of which will be handicapped accessible.

Avesta prioritizes quality, environmentally sustainable design in all of our projects and the organization has developed building standards that ensure that our baseline building envelopes and mechanical systems exceed any building codes we encounter. In line with these initiatives, we plan to incorporate a range of features to promote and support sustainability, energy efficiency, and indoor air quality at Deering Place, including energy efficient heating systems, boilers, and furnaces; water conserving fixtures; Energy Star appliances; LED or Energy Star qualified lighting; and natural ventilation through operable windows.

Combined amenities in the two buildings, available to all Deering Place residents, will include a new community room, a laundry room in each building, and a telemedicine room, which will provide simple remote access to medical care. The grounds will be well landscaped with easily accessible walkways and sitting areas.

Deering Place will be a mixed-income project for individuals and families, comprised of 48 affordable rental units (60% of the project) and 32 market rental units (40% of the project). There are currently income and rent restrictions governed by a MaineHousing agreement requiring at least 13 units to be designated for households at or below 40% of Area Median Income (AMI). This project will ensure the preservation of those existing affordability restrictions over the long term. Additionally, the project has and will continue to have residents with Housing Choice Vouchers and other forms of rental assistance.

Incorporating the current affordability restrictions, the newly completed project will have 13 units designated for individuals or families at or below 40% of AMI, 37 units designated for individuals or families at or below 50% of AMI, and 32 market units. All units with affordability restrictions will have a utility allowance factored into the tenant rent payment.

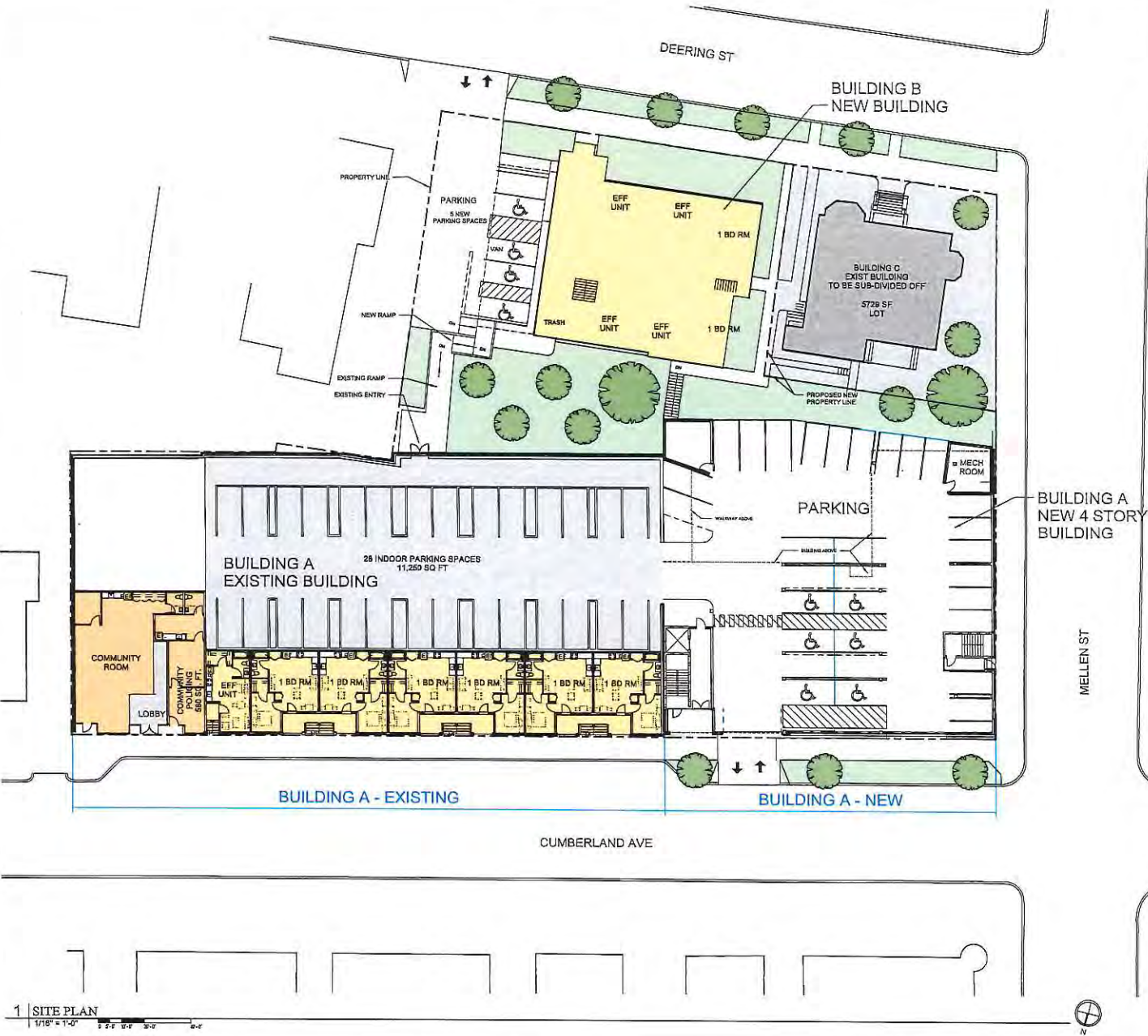
These affordable units at Deering Place come at a critical time for very low income Portlanders. Vacancies in Portland are at all-time lows while rents continue to increase. In the first six months of 2017 alone, Avesta has had 1,600 households apply for an affordable apartment in Portland though we have only been able to place 97 of those households, showing demand far exceeds supply. Furthermore, Deering Place currently has a waitlist of over 100 households for the 13 existing units. Deering Place will preserve and improve existing affordable rental housing and add much-needed new affordable rental housing in a central location of the city rich with transit, services, and neighborhood amenities.

BUILDING A TOTALS
 EXISTING UNITS -
 13 - THREE BEDROOM UNITS
 NEW UNITS -
 7 - EFFICIENCY UNITS
 25 - ONE BEDROOM UNITS
 8 - TWO BEDROOM UNITS
53 TOTAL UNITS
 59 TOTAL PARKING SPACES
 34,870 SF - TOTAL NEW CONSTRUCTION
 (INCL NEW UNITS & COMM RM.
 IN EXIST BLDG)

BUILDING B TOTALS
 8 - EFFICIENCY UNITS
 15 - 1 BEDROOM UNITS
 4 - 2 BEDROOM UNITS
27 UNITS TOTAL
 5 PARKING SPACES
 21,160 SF NEW CONSTRUCTION

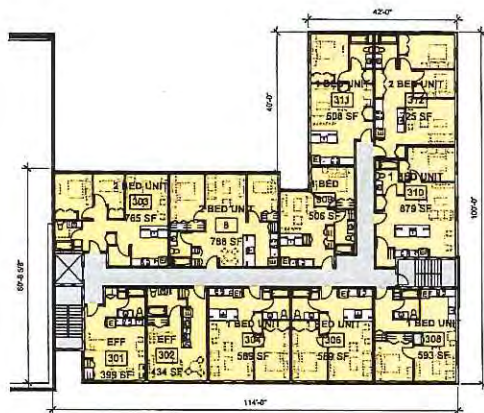
PROJECT TOTALS
 13 - 3 BEDROOM UNITS
 12 - 2 BEDROOM UNITS
 40 - 1 BEDROOM UNITS
 15- EFFICIENCY UNITS
80 UNITS TOTAL
 64 PARKING SPACES
 56,030 SF -TOTAL NEW CONSTRUCTION
 (INCL NEW UNITS & COMM RM.
 IN EXIST BLDG A)

ACCESSIBILITY CALCULATIONS
 MAINE STATE HOUSING AUTHORITY
 MAINE HOUSING QUALITY STANDARDS AND PROCEDURES MANUAL 2015 EDITION.
 UNIT COUNT FOR ACCESSIBILITY CALCULATIONS
 39 FIRST FLOOR UNITS INCLUDING 9 BOST DOUBLE STORY TOWNHOUSES WITH NO
 ACCESSIBLE ROUTE THROUGH TOWNHOUSES AND 7 NEW UNITS RAISED WITH STAIRS
 ABOVE CUMBERLAND AVENUE FOR SECURITY AND PRIVACY IN EXIST BUILDING A
 43 UNITS ON ACCESSIBLE UPPER FLOORS
 80 UNITS TOTAL
 STATE OF MAINE HUMAN RIGHTS ACT
 REQUIRES 10% OF GROUND FLOOR AND 10% OF TOTAL UPPER LEVEL UNITS, IF ACCESSIBLE BY ELEVATOR, TO
 BE ACCESSIBLE AND 1% TYPE A
 GROUND FLOOR = 39 UNITS, 10% OF 39 = 4 UNITS
 UPPER LEVEL UNITS (ON ACCESSIBLE ROUTE) = 43, 10% OF 43 = 5 UNITS
 TOTAL ACCESSIBLE UNITS REQUIRED = 9 UNITS
 UFAS FEDERAL FAIR HOUSING ACT SECTION 504 UNDER THE PROVISIONS OF THE HUD REDDING NOTICE UNITS
 WILL NOT BE BE STAIRS USED ON THIS PROJECT. THIS PROJECT WILL CONFORM TO THE REQUIREMENTS
 OF ADAAG.
 ADAAG AMERICAN WITH DISABILITIES ACT 2010 REQUIRES 3% OF TOTAL UNITS TO BE MOBILITY ACCESSIBLE
 AND 2% OF TOTAL UNITS TO BE FOR THE HEARING AND VISION IMPAIRED. ROUNDING THE NUMBERS UP THIS
 EQUALS 5 MOBILITY ACCESSIBLE UNITS AND 2 HEARING AND VISION IMPAIRED ACCESSIBLE UNITS.
 REQUIRED UNITS A TOTAL OF 9 MOBILITY ACCESSIBLE UNITS MUST BE PROVIDED OF WHICH 5 UNITS MUST MEET
 THE REQUIREMENTS OF BOTH ADAAG AND ANSI 117.1 TYPE A,
 A TOTAL OF 3 ADDITIONAL ACCESSIBLE UNIT MUST BE PROVIDED
 PLEDGED UNITS 1 ADDITIONAL UNIT IS PLEDGED UNITS FOR A TOTAL OF 10 MOBILITY ACCESSIBLE UNITS.
 UNITS PROVIDED:
 10 MOBILITY ACCESSIBLE UNITS OF WHICH 5 COMPLY WITH ANSI 117.1 TYPE A UNITS AND OF WHICH 5 COMPLY
 WITH BOTH ADAAG AND ANSI 117.1 TYPE A,
 2 HEARING AND VISION IMPAIRED ACCESSIBLE UNIT THAT COMPLES WITH THE REQUIREMENTS OF ADAAG.
 BEYOND THE 10 MOBILITY ACCESSIBLE UNITS, IN ORDER TO MEET THE REQUIREMENTS OF THE MAINE HUMAN
 RIGHTS ACT, THE REMAINING UNITS, NOT INCLUDING THE 8 DOUBLE STORY TOWNHOUSES WITH INACCESSIBLE
 UPPER LEVELS AND THE 7 UNITS RAISED WITH STAIRS ABOVE CUMBERLAND AVENUE, WILL COMPLY WITH ANSI
 117.1 AND 2003 TYPE B UNITS. THERE WILL BE 50 AND 117.1-2003 TYPE B UNITS.



1 SITE PLAN
 1/16" = 1'-0"

Prepared For:	AVESTA HOUSING	
Consultant:	ARCHITYPE architects 48 Union Street Portland, Maine 04101 (207) 772-0200 ARCHITYPE@ARCHITYPE.COM	
Architect:	ARCHITYPE architects	
Project:	510 CUMBERLAND AVENUE HOUSING	
Location:	Portland, ME 04101	
Revisions:		
Date:	31 AUG 2017	SITE PLAN
Scale:	1/16" = 1'-0"	
A0.00		



3 | 3RD & 4TH FLOOR PLANS

1/16" = 1'-0"

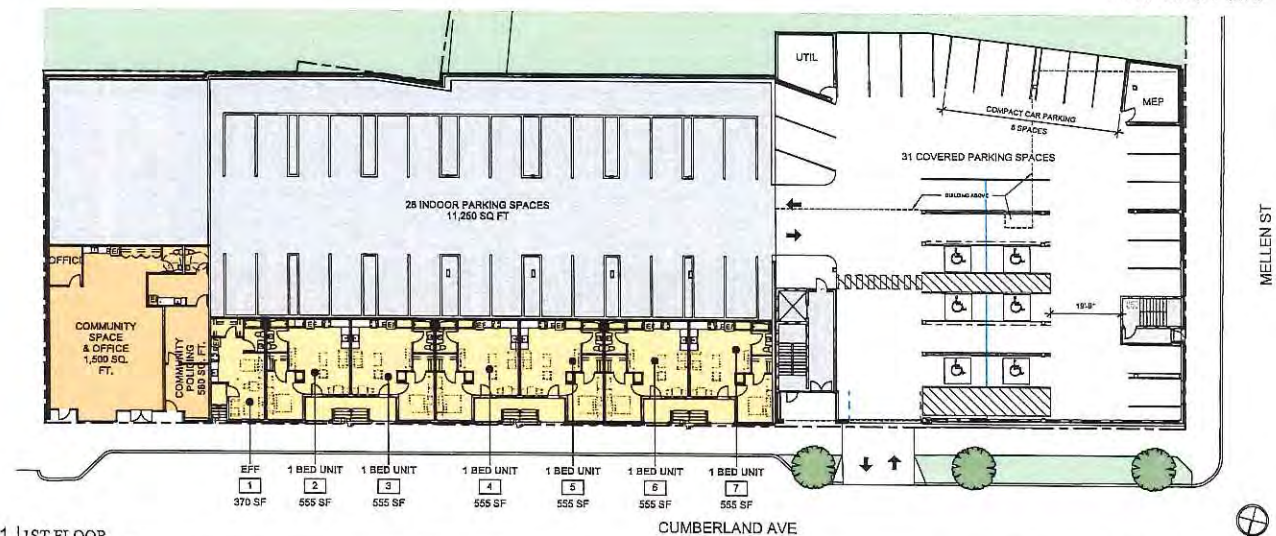
NEW CONSTRUCTION 8,584 SF



2 | 2ND FLOOR

1/16" = 1'-0"

NEW CONSTRUCTION - 8,584 SF



1 | 1ST FLOOR

1/16" = 1'-0"

NEW CONSTRUCTION - 1,330 SF

NEW UNITS & COMMUNITY IN EXIST BLDG - 5,915 SF

BUILDING A TOTALS

EXISTING UNITS -

13 - THREE BEDROOM UNITS

NEW UNITS -

7 - EFFICIENCY UNITS

25 - ONE BEDROOM UNITS

8 - TWO BEDROOM UNITS

53 TOTAL UNITS

59 TOTAL PARKING SPACES

34,870 SF - TOTAL NEW CONSTRUCTION
(INCL NEW UNITS & COMM RM.
IN EXIST BLDG)

Prepared For:
AVESTA
HOUSING

Consultant:

Architect:
ARCHETYPE
Architects
48 Union Wharf Portland, Maine 04101
(800) 772-ARCHTYPE@ARCHTYPE.COM

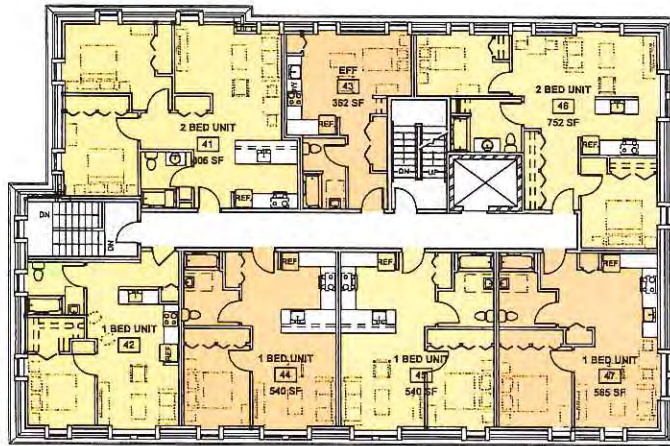
Project:
510 CUMBERLAND
AVENUE HOUSING

Portland, ME 04101

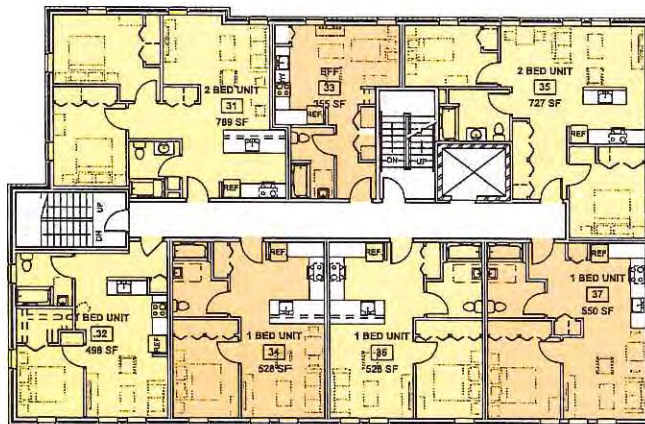
Revisions:

Date: 31 AUG 2017
Scale: 1/16" = 1'-0"
BUILDING A - FLOOR
PLANS

A1.01



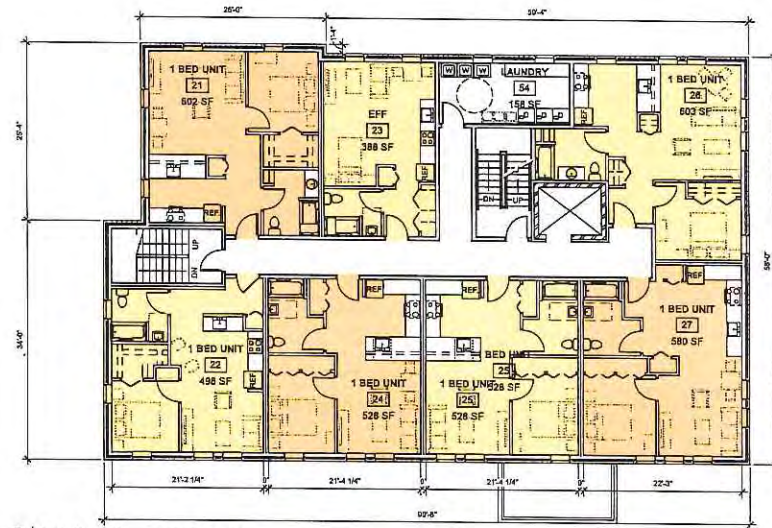
4 | 4TH FLOOR 5,372 SF GROSS
1/8" = 1'-0"



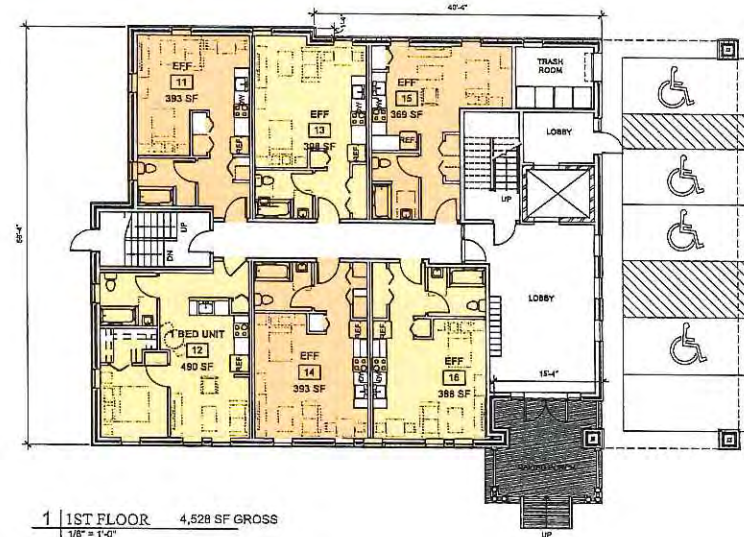
3 | 3RD FLOOR 5,630 SF GROSS
1/8" = 1'-0"

BUILDING B TOTALS

8 - EFFICIENCY UNITS	27 UNITS TOTAL
15 - 1 BEDROOM UNITS	21,160 TOTAL GROSS SF
4 - 2 BEDROOM UNITS	5 PARKING SPACES



2 | 2ND FLOOR 5,630 SF GROSS
1/8" = 1'-0"



1 | 1ST FLOOR 4,528 SF GROSS
1/8" = 1'-0"

Prepared For:
**AVESTA
HOUSING**

Consultant:

Architect:
ARCHETYPE
architects
48 Union Wharf Portland, Maine 04109
900.724.0242 ARCHETYPE@ARCHETYPEPA.COM

Project:
**510 CUMBERLAND
AVENUE HOUSING**

510 Cumberland Ave.
Portland, ME 04101

Revised:

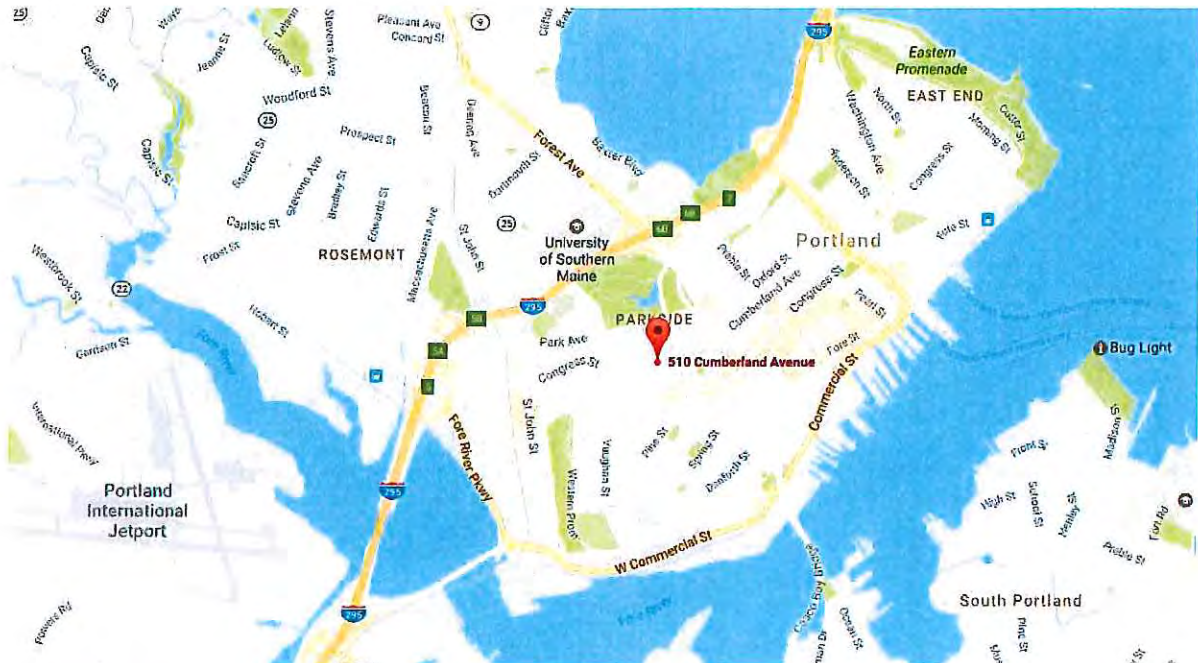
Date: 17 AUG 2017
Scale: 1/8" = 1'-0"
**BUILDING B FLOOR
PLANS**

A1.02

**Deering Place - Portland, ME
Project Completion Schedule**

Activity	Scheduled Date Month/Year
A. SITE	
Option/Contract	07/19/16
Site Acquisition	10/15/16
Zoning Approval	NA
B. FINANCING	
Construction Loan Commitment	03/01/18
Permanent Loan Commitment	03/01/18
Other Sources Committed	03/01/18
C. PLANS AND SPECIFICATIONS	
50%	04/01/18
90%	06/01/18
100%	07/01/18
D. CONSTRUCTION LOAN CLOSING	09/01/18
E. CONSTRUCTION START	09/01/18
F. SUBSTANTIAL COMPLETION	08/01/19
G. COMPLETION OF CONSTRUCTION	08/01/19
H. LEASE-UP	
Lease-up Begins	07/01/19
Sustained (95%) Occupancy	12/31/19

Map and Photos of 510 Cumberland Avenue





Development Budget

Sources

MSHA Subsidy	1,000,000
HUD 221(d)(4) Mortgage	5,822,796
FHLBB AHP Subsidy	500,000
City of Portland HOME Funds	300,000
TD Bank: Grant	100,000
Developer Fee Loan	816,182
Low Income Housing Tax Credit Equity	7,176,782

Total Sources	\$ 15,715,760
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Uses

Acquisition Costs	1,500,000
Construction Costs	10,642,656
Soft Costs: Design, Permitting, Engineering	653,268
Financing Costs	454,258
Miscellaneous Costs	273,875
Developer Fee	1,566,182
Reserves	625,521

Total Uses	\$ 15,715,760
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PROJECT NAME: **Deering Place**
 LOCATION: **510 Cumberland & 61 Deering Portland, ME**

Date: **08/23/17**

DEVELOPMENT ASSUMPTIONS					
Total Units	80	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
40% LIHTC	16.3%	13	Rent	2.00%	2.00%
50% LIHTC	38.8%	31	Operating Expense	3.00%	3.00%
50% AMI	5.0%	4	Other Income	2.00%	2.00%
60% AMI (LIHTC)	0.0%	0	Debt Coverage Ratio	1.15	3.00%
Market	40.0%	32	Vacancy	5%	
Appraised Market Value	7,637,120	Market Value/Unit	\$95,464		

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	562,500	7,031		562,500
Construction	8,756,220	109,453		8,756,220
General Requirements	780,000	9,750		780,000
Builder Overhead	0	0		0
Builder Profit	0	0		0
Bond Premium	0	0		0
Construction Contingency	5% 543,936	6,799		543,936
Subtotal Construction Costs	10,642,656	133,033	0	10,642,656
Building Permits and Fees	110,043	1,376		110,043
Survey & Engineering	51,000	638		51,000
Architectural & Design	342,900	4,286		342,900
Legal	48,000	600		48,000
Title & Recording	15,000	188		15,000
Accounting	10,000	125		10,000
Construction Period Tax	13,325	167		13,325
Construction Period Insurance	30,000	375		30,000
Other: as built, FFE, qt	33,000	413		33,000
Subtotal Soft Costs	653,268	8,166	0	653,268
Construction Loan Origination Fees	6,629	83		6,629
Construction Loan Interest	218,561	2,732		218,561
Permanent Loan Fees	187,918	2,349		187,918
Other	41,150	514		41,150
Subtotal Finance Costs	454,258	5,678	0	454,258
Market Survey	5,500	69		5,500
Appraisal	6,000	75		6,000
Environmental Study	3,500	44		3,500
LIHTC Fees	89,875	1,123		89,875
Other: Soft Cost Contingency/Relocation	40,000	500		40,000
Other: Commissioning	62,000	775		62,000
Subtotal Miscellaneous	206,875	2,586	0	206,875
Acquisition: Buildings	600,000	7,500		600,000
Acquisition: Land	900,000	11,250		900,000
Acquisition: Legal	0	0		0
Subtotal Acquisition	1,500,000	18,750	0	1,500,000
Operating Deficit Escrow	450,159	5,627		450,159
Pre-funded Replacements	95,362	1,192		95,362
Tax & Insurance Escrow	80,000	1,000		80,000
Total Syndication Expenses	0	0		0
Consultant Fee	0	0		0
Developer Overhead	750,000	9,375		750,000
Developer Profit	816,182	10,202		816,182
Other: Transition & Rent-up Reserve	67,000	838		67,000
Subtotal Fee and Reserves	2,258,703	28,234	0	2,258,703
Total Development Costs	15,715,761	196,447	0	15,715,761

LIHTC Alloc.	797,500
Equity yield	0.90
Synd. %	99.99%
Equity Raise	7,176,782

Historic Credit FED	0
Equity yield	0.99
Synd. %	99.99%
Equity Raise	0

Number of Tax-payers	1
Historic Credit STATE	0
Equity yield	0
Synd. %	99.99%
Equity Raise	0

Total Equity:	7,176,782
---------------	-----------

Gross Square Footage	65,780
Construction Cost/Sq ft.	\$162

Notes:

MAXIMUM DEVELOPER FEE AVAILABLE	1,050,000
ACTUAL DEVELOPER FEE	1,566,182
% OF MAXIMUM DEVELOPER FEE	149.2%
NET DEVELOPER FEE COLLECTED	750,000
% OF MAXIMUM DEVELOPER FEE	71.4%

PROJECT NAME: **Deering Place**
 LOCATION: **510 Cumberland & 61 Deering Portland, ME**

Date: **08/23/17**

DEVELOPMENT ASSUMPTIONS					
Total Units	80	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
40% LIHTC	16.3%	13	Rent	2.00%	2.00%
50% LIHTC	38.8%	31	Operating Expense	3.00%	3.00%
50% AMI	5.0%	4	Other Income	2.00%	3.00%
60% AMI (LIHTC)	0.0%	0	Debt Coverage Ratio	1.15	
Market	40.0%	32	Vacancy	5%	
Appraised Market Value	7,637,120	Market Value/Unit	\$95,464		

PROPOSED RENT SCHEDULE							
Type	AMI	# Units	Rents from Applicant	Program Max Rents	Gross Rent	Market Rent	Utility Allow.
Efficiency	50% LIHTC	7			718	\$915	34
	50% AMI	2			718	\$915	34
	Market	6			915	\$915	
15					0		
1BR	50% LIHTC	15			770	\$1,250	40
	50% AMI	2			770	\$1,250	40
	Market	23			1,250	\$1,250	
40					0		
2BR	50% LIHTC	4			923	\$1,500	50
	Market	3			1,500	\$1,500	
	40% LIHTC	5			738	\$1,500	50
12					0		
3BR	40% LIHTC	8			854	\$1,800	60
	50% LIHTC	5			1,067	\$1,800	60
13					0		
4BR					0		
0					0		
Other:					0		
Subtotals		80					
			Vacancy Rate	5%			
			Other Income	TIF			
			Other Income	Laundry			
			Effective Gross Income				

AFFORDABLE MORTGAGE CALCULATION			
Effective Gross Income		946,125	
Annual Operating Expense		586,192	
Stabilized NOI		359,933	
DSC	1.15	46,948	
\$ Avail for D/S		312,985	
Other DS		0	
Balance		312,985	
Affordable Mortgage	4.50%	5,801,655	

BREAKEVEN ANALYSIS:		RENT SENSITIVITY		OCCUPANCY	
		Total		Annual	
Operating Expense		586,192	Gross Revenues	991,500	
Debt Service		314,126			
Breakeven Rent		938	Breakeven Occupancy	91%	

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	51,728	647	54
Management Charges	51,728	647	54
Marketing Expenses	150	2	0
Legal Expenses	1,000	13	1
Auditing Expenses	5,500	69	6
Bad Debts		0	0
Other Administrative Expenses	15,000	188	16
Administrative Expenses	125,105	1,564	130
Operating Expenses:			
Janitorial Payroll		0	0
Janitorial Supplies and Equipment		0	0
Janitorial Contractual Services		0	0
Fuel and Gas	48,000	600	50
Electricity	28,800	360	30
Water and Sewer	34,000	425	35
Garbage and Trash Removal		0	0
Vehicle and Equipment Expenses		0	0
Other Operating Expenses		0	0
Operating Expenses	110,800	1,365	115
Maintenance Expenses:			
Snow Removal	5,000	63	5
Grounds Tools and Supplies	5,000	63	5
Grounds Contractual Services		0	0
Miscellaneous Ground Maintenance	15,000	188	16
Tenant Damage Charges - Grounds		0	0
Building Maintenance Payroll		0	0
Building Tools and Supplies	7,500	94	8
Building Contractual Services	44,000	550	46
Building Systems Maintenance	50,000	625	52
Miscellaneous Building Maintenance	36,000	450	38
Tenant Damage Charges - Building		0	0
Maintenance Expenses	162,500	2,031	169
General Expenses:			
Property Taxes	104,000	1,300	108
Property and Liability Insurance	28,000	350	29
Tenant Computer Network Expense		0	0
Tenant Service Expenses	15,787	197	16
General Expenses	147,787	1,847	154
Replacement Reserve Funding	40,000	500	42
Commercial Expenses (if applicable)		0	0
Total	586,192	7,327	611

Unit Mix Calculator		
Total Units:	80	
Market:	32	40.0%
LIHTC Elig. Units	44	55.0%
Tot. Aff Units	48	60.0%
Elig. 2 & 3 Beds	22	50%
Elig. 3 Beds	13	30%

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

	18 Months											
	6/30/19	12/31/20	12/31/21	12/31/22	1/1/24	12/31/24	12/31/25	12/31/26	1/1/28	12/31/28	12/31/29	12/31/30
Effective Gross Income		1,419,188	965,048	984,348	1,004,035	1,024,116	1,044,598	1,065,490	1,086,800	1,108,536	1,130,707	1,153,321
Less Operating Expense		879,288	603,778	621,891	640,548	659,764	679,557	699,944	720,942	742,571	764,848	787,793
Net Operating Income		539,899	361,270	362,457	363,487	364,352	365,041	365,546	365,858	365,965	365,859	365,528
Less RLP Repay		471,188	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		68,711	47,144	48,332	49,362	50,226	50,916	51,421	51,732	51,840	51,734	51,402
Cash Flow per Unit		573	589	604	617	628	636	643	647	648	647	643
Debt Coverage Ratio(RLP)		1.15	1.15	1.15	1.16	1.16	1.16	1.16	1.16	1.17	1.16	1.16
Principal Balance(RLP)	6,822,796	6,742,105	6,685,210	6,625,702	6,563,459	6,498,358	6,430,265	6,359,045	6,284,552	6,206,538	6,125,144	6,039,906
Conventional First Mortgage	0	0	0	0	0	0	0	0	0	0	0	0
Other: Amortizing Mortgage	0	0	0	0	0	0	0	0	0	0	0	0
Other: AHP Subsidy	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Other: City FedHOME	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Principal Balance(Other)	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Operating Reserve Balance	450,159	472,667	496,300	521,115	547,171	574,529	603,256	633,419	665,090	698,344	733,261	769,924

Total Cash Flow
Projected over 12 Years

673,674

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

	Yr 15										
	1/1/32	12/31/32	12/31/33	12/31/34	1/1/36	12/31/36	12/31/37	12/31/38	1/1/40	12/31/40	12/31/41
Effective Gross Income	1,176,388	1,199,915	1,223,914	1,248,392	1,273,360	1,311,560	1,350,907	1,391,435	1,433,178	1,476,173	1,520,458
Less Operating Expense	811,427	835,770	860,843	886,668	913,268	940,666	968,886	997,953	1,027,892	1,058,728	1,090,490
Net Operating Income	364,960	364,145	363,071	361,724	360,091	370,894	382,021	393,482	405,286	417,445	429,968
Less RLP Repay	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126	314,126
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	50,835	50,020	48,945	47,598	45,966	56,769	67,895	79,356	91,160	103,319	115,842
Cash Flow per Unit	635	625	612	595	575	710	849	992	1,140	1,291	1,448
Debt Coverage Ratio(RLP)	1.16	1.16	1.16	1.15	1.15	1.18	1.22	1.25	1.29	1.33	1.37
Principal Balance(RLP)	6,039,906	5,950,752	5,857,503	5,759,970	5,657,956	5,551,255	5,439,653	5,322,924	5,200,832	5,073,132	4,939,565
Conventional First Mortgage	0	0	0	0	0	0	0	0	0	0	0
Other: Amortizing Mortgage	0	0	0	0	0	0	0	0	0	0	0
Other: AHP Subsidy	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Other: City FedHOME	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Principal Balance(Other)	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Operating Reserve Balance	769,924	808,421	848,842	891,284	935,848	982,640	1,031,772	1,083,361	1,137,529	1,194,405	1,254,126
											1,316,833



Financial Commitments and Applicant's Capacity

Founded in 1972, Avesta Housing has grown to become one of the country's most innovative and respected leaders in affordable housing. With steady growth over the subsequent four decades, Avesta has assets of \$195 million, an annual operating budget of \$26 million and a staff of approximately 100 employees. Avesta owns or manages more than 2,200 apartments and operates two assisted living facilities. Today, Avesta Housing is one of the largest nonprofit developers of affordable housing in New England. Avesta receives consistently high marks from its many state, federal and private-sector partners, and is recognized nationally for groundbreaking work in bringing together nonprofit, for-profit, private and public-sector organizations for the benefit of Maine communities.

We have a proven track record of securing funding and frequently utilize a variety of funding resources to complete our many projects. We will utilize Low Income Housing Tax Credit funding for a significant portion of the equity required for the proposed rental project. The remainder of the funding required is anticipated come from a mix of sources as listed below.

<i>Source</i>	<i>Amount</i>	<i>Anticipated Confirmation</i>
Federal Low Income Housing Tax Credit (LIHTC)	\$7,176,782	March 2018
US Department of Housing and Urban Development (HUD) 221(d)(4) Loan	\$5,822,796	March 2018
MaineHousing MSHA Subsidy	\$500,000	March 2018
Federal Home Loan Bank Affordable Housing Program (AHP) Subsidy	\$500,000	December 2017
City/Federal HOME	\$300,000	October 2017
TD Bank Charitable Foundation Housing for Everyone Grant	\$100,000	November 2017
Gorham Savings Bank Construction Loan	[up to \$2,000,000, if necessary]	Term sheet received August 2017



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August 25, 2017

Ms. Rebecca Hatfield
Avesta Housing Development Corporation
307 Cumberland Avenue
Portland, Maine 04101

Re: Deering Place (fka 510 Cumberland Ave Apartments) Market Study dated September 12, 2016

Dear Ms. Hatfield:

At your request, we have updated certain market data as it relates to our Market Study dated September 12, 2016 for Deering Place (fka as 510 Cumberland Ave Apartments) ("Market Study"), including market rent, supply and demand and income eligible renter households.

As initially proposed and as described in the Market Study 45 units were to be located in three buildings. This included two renovated buildings and one newly constructed building, located at 510 Cumberland Avenue, 63 Deering Street, and 71 Deering Street. The initial proposed unit mix was as follows: 14 efficiency units, 17 one-bedroom units, 1 two-bedroom unit, and 13 three-bedroom units.

Based on the current proposal, the number of units has increased to 82, which will be located at 510 Cumberland Avenue and 61 Deering Street. The building at 510 Cumberland Avenue will be renovated to offer a total of 55 units. The renovation will include a newly constructed four-story addition. The remaining 27 units will be located in the newly constructed four-story building located 61 Deering Street. Copies of the revised plans are attached.

Based on the revised plans, the unit mix is as provided below:

	40% AMI	50% AMI	Market-rate	Total
Efficiency	0	9	6	15
One-Bedroom	0	19	24	43
Two-Bedroom	0	9	2	11
Three-Bedroom	13	0	0	13
Total	13	37	32	82

The table below outlines the location of the units.

Comparable	61 Deering Street New Construction	510 Cumberland Avenue Renovated Building	510 Cumberland Avenue Newly Constructed Addition
Efficiency	8	1	6
One-Bedroom	17	6	20
Two-Bedroom	2	-	9
Three-Bedroom	-	13	-
Total	27	20	35

Market Rent

During the month of August 2017, TSG contacted the property managers/contacts for each of the properties utilized in the Market Study. We were able to obtain updated rental data for each of the properties, with the exception of Comp #9, *Princeton Back Cove*, where we were able to obtain updated rental data for the one- and two-bedroom units, but not the three-bedroom units.

Comparable Properties Map



Source: Data use subject to license. © Debrme. Debrme Street Atlas USA® 2015.

We updated our conclusion of market rent for the subject based on the same assumptions provided in the Market Study with the exception of the following:

- The utility allowance schedule utilized for this analysis is dated November 1, 2016, and was provided by Maine State Housing Authority.
- The property will offer a total of 64 covered or indoor garage parking spaces. Approximately 75% of the units will have covered parking free of charge. We estimate the rental value for covered parking is \$100 per month; therefore, an adjustment of \$75 was made.
- There will be a community policing center in the building at 510 Cumberland Avenue.

After all adjustments, the range of indicated monthly rents for the efficiency units was \$1,080 to \$1,256. Most weight was placed on the three comparables in the narrower range of \$1,109 and \$1,199, and the market rent for the efficiency units was concluded at \$1,155, or \$2.48 per square foot.

After all adjustments, the range of indicated monthly rents for the one-bedroom units was \$1,265 to \$1,393. Equal weight was placed on all comparables and the market rent for the one-bedroom units was concluded at \$1,350, or \$2.20 per square foot.

After all adjustments, the range of indicated monthly rents for the two-bedroom units was \$1,551 to \$1,683. Equal weight was placed on all comparables and the market rent for the two-bedroom units was concluded at \$1,615, or \$2.18 per square foot.

After all adjustments, the range of indicated monthly rents for the three-bedroom flat units was \$1,689 to \$2,100. Equal weight was placed on the four comps in the narrower range of \$1,804 and \$2,100, and the market rent for the three-bedroom units was concluded at \$1,920, or \$1.92 per square foot.

After all adjustments, the range of indicated monthly rents for the three-bedroom townhouse-style units was \$1,839 to \$2,250. Equal weight was placed on the four comps in the narrower range of \$1,954 and \$2,250, and the market rent for the three-bedroom townhouse-style units was concluded at \$2,070, or \$1.38 per square foot.

Our conclusion of market rents for the subject property as proposed and as of the date of this letter is provided in the table below:

Estimated Market Rent					
Unit Type	# Units	Average Size (Sq. Ft)	Rent	\$/Sq. Ft	Prepared Grid? (Y/N)
<i>Efficiency</i>	15	465	\$1,155	\$2.48	Y
<i>One-Bedroom</i>	43	615	\$1,350	\$2.20	Y
<i>Two-Bedroom</i>	11	741	\$1,615	\$2.18	Y
<i>Three-Bedroom Flat</i>	4	1,000	\$1,920	\$1.92	Y
<i>Three-Bedroom TH</i>	9	1,500	\$2,070	\$1.38	Y
<i>Total</i>	82				

Attached please find our updated Rent Comparability Grids.

Maximum Tax-Credit Rents

As described above, occupancy in the units will be restricted to households as follows:

# Units	Unit Type	Income Restrictions
9	Effic / 1 BA	50% AMI
6	Effic / 1 BA	Market
19	1 BR / 1 BA	50% AMI
24	1 BR / 1 BA	Market
9	2 BR / 1BA	50% AMI
2	2 BR / 1 BA	Market
13	3 BR / 1 BA	40% AMI

The table below, provides income for 2017 at 40% and 50% AMI for the Portland, ME HUD Metro Area, in which the subject is located.

<i>Household Income 2017</i>		
	<i>40% AMI</i>	<i>50% AMI</i>
1-person	\$22,255	\$28,750
2-person	\$25,957	\$32,850
3-person	\$29,658	\$36,950
4-person	\$33,360	\$41,050
5-person	\$36,076	\$44,350
6-person	\$38,731	\$47,650
7-person	\$41,384	\$50,950
8-person	\$44,036	\$54,200

Source: HUD Calculation

The table below, summarizes the calculations of the affordable housing costs based on the maximum incomes listed above. Maximum allowable rents (based on LIHTC Guidelines) at the subject property are calculated as follows: the applicable percent of AMI for the household (assuming 1.5 persons per bedroom), multiplied by 30 percent (the maximum percentage of gross income to be spent on housing costs), divided by 12 months per year. Rent for the efficiency units was based on one-person household income limits. Rent for the one-bedroom units was calculated by averaging the one- and two-person household income limits. Rent for the two-bedroom units is based on three-person household income limits. Rent for the three-bedroom units was based on the average of the four- and five-person household income limits.

Maximum Tax Credit Rents

Unit Type	% AMI	Income	Affordable Housing Costs	Utility Allowance	Net Rent
Efficiency	50%	\$28,750	\$718	\$39	\$679
One-Bedroom	50%	\$30,800	\$770	\$45	\$725
Two-Bedroom	50%	\$36,950	\$923	\$55	\$868
Three-Bedroom	40%	\$34,718	\$973	\$68	\$905

Source: TSG Calculation

Conclusion of Allowable Rent

Of the rents concluded, the maximum tax-credit rents are the lowest for the units. The table below, summarizes the market and tax credit rents (accounting for utilities) and the maximum allowable rent for the subject property. For the three-bedroom market rent we have utilized the average rent for the flat and the townhouse-style units.

Allowable Rents

Unit Type	Income Level	Market Rent	Gross Tax Credit Rent	Net Tax Credit Rent	Allowable Rent
Efficiency	50%	\$1,155	\$757	\$679	\$679
One-Bedroom	50%	\$1,350	\$815	\$725	\$725
Two-Bedroom	50%	\$1,615	\$978	\$868	\$868
Three-Bedroom	40%	\$1,995	\$1,041	\$905	\$905

Source: TSG Calculation

Household Income and Income Eligible Households

The table below, shows the range of eligible incomes for occupancy at the subject based on the LIHTC rent. Maximum income assumes two persons per bedroom and minimum income assumes gross housing costs do not require more than 35 percent of household income.

Unit Type	% AMI	LIHTC Rent	Minimum Income	Maximum Income
Efficiency	50%	\$679	\$23,280	\$28,750
One-Bedroom	50%	\$725	\$24,857	\$32,850
Two-Bedroom	50%	\$868	\$29,760	\$41,050
Three-Bedroom	40%	\$905	\$31,029	\$38,731

Source: TSG Calculation

Demand for units at the subject property can be estimated, in part, by projecting how many income-eligible, renter households exist in the market. We obtained demographic data from Ribbon Demographics, including estimated 2017 average household and income data as well estimated 2022 projected household and income data for households in the PMA.

2017 Estimated Renter Household

	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5+-Person Household	Total
\$0-10,000	2,152	373	117	183	71	2,896
\$10,000-20,000	2,305	497	212	78	142	3,234
\$20,000-30,000	1,265	566	321	79	46	2,277
\$30,000-40,000	1,052	546	217	105	69	1,989
\$40,000-50,000	776	687	135	35	51	1,684
\$50,000-60,000	765	591	124	56	55	1,591
\$60,000-75,000	331	885	164	138	39	1,557
\$75,000-100,000	343	602	417	103	36	1,501
\$100,000-125,000	195	247	127	78	12	659
\$125,000-150,000	120	103	44	26	13	306
\$150,000-200,000	85	51	44	8	11	199
\$200,000+	<u>235</u>	<u>128</u>	<u>53</u>	<u>13</u>	<u>21</u>	<u>450</u>
Total	9,624	5,276	1,975	902	566	18,343

Source: Ribbon Demographics HISTA Data

2022 Estimated Renter Household

	1-Person Household	2-Person Household	3-Person Household	4-Person Household	5+-Person Household	Total
\$0-10,000	2,049	353	115	175	65	2,757
\$10,000-20,000	2,262	430	168	69	103	3,032
\$20,000-30,000	1,259	526	297	76	46	2,204
\$30,000-40,000	1,084	505	192	83	73	1,937
\$40,000-50,000	802	635	138	37	43	1,655
\$50,000-60,000	811	507	145	43	70	1,576
\$60,000-75,000	405	910	160	143	31	1,649
\$75,000-100,000	448	676	429	91	37	1,681
\$100,000-125,000	255	296	149	87	17	804
\$125,000-150,000	176	146	64	46	20	452
\$150,000-200,000	163	107	77	14	13	374
\$200,000+	<u>336</u>	<u>194</u>	<u>71</u>	<u>44</u>	<u>26</u>	<u>671</u>
Total	10,050	5,285	2,005	908	544	18,792

Source: Ribbon Demographics HISTA Data

We have estimated the total number of renter households for 2017 and 2022 based on the HISTA data obtained from Ribbon Demographics and provided above. We have applied the percent of households below the maximum income to the total number of households in that income range. The subject will not be age-restricted. For purposes of our analysis, we have assumed a maximum of one-person households in the efficiency units, two-person households in the one-bedroom units, four-person households in the two-bedroom units and 5+ households in the three-bedroom units.

	<i>Income Level</i>	<i>Minimum Income</i>	<i>Maximum Income</i>	<i>Year</i>	<i>Estimated Number of Income/Age Eligible Renter Households</i>	<i>Total Renter Households</i>	<i>% of Total Renter Households</i>
<i>Efficiency</i>	50%	\$23,280	\$28,750	2017	692	18,366	3.8%
				2022	689	18,812	3.7%
<i>One-Bedroom</i>	50%	\$24,857	\$32,850	2017	1,397	18,366	7.6%
				2022	1,371	18,812	7.3%
<i>Two-Bedroom</i>	50%	\$29,760	\$41,050	2017	2,145	18,366	11.7%
				2022	2,085	18,812	11.1%
<i>Three-Bedroom</i>	40%	\$31,029	\$38,731	2017	1,532	18,366	8.3%
				2022	1,492	18,812	7.9%
<i>Overall</i>		\$23,280	\$41,050	2017	3,696	18,366	20.1%
				2022	3,592	18,812	19.1%

The estimated number of age-eligible one- to 5+ person renter households earning below 50 percent AMI in the PMA estimated for 2017 is 3,696 which will decrease slightly to 3,592 by 2022.

In 2017, there are 7,035 one- to 5+ person renter households earning below the minimum income of \$23,280, which would be able to afford the rent with a voucher. The number of renter households below the minimum income decreases to 6,867 by 2022.

We also analyzed the number of renter-households earning the minimum income needed in order to be able to afford market rent for the market-rate efficiency and one-bedroom units. That information is provided below.

<i>Unit Type</i>	<i>Year</i>	<i>% AMI</i>	<i>Market Rent</i>	<i>Minimum Income</i>	<i>Renter Households</i>
<i>Efficiency</i>	2017	Market	\$1,155	\$39,600	4,457
	2022	Market	\$1,155	\$39,600	4,311
<i>One-Bedroom</i>	2017	Market	\$1,350	\$46,286	5,224
	2022	Market	\$1,350	\$46,286	5,964

Supply and Demand

Based on updated data obtained from Ribbon Demographics (Nielsen Claritas), we estimate that there are 19,284 rental housing units needed in 2017, estimated to increase to 19,753 by 2022. According to the updated Ribbon Demographics data, there are an estimated 18,366 units that are renter-occupied in 2017. Ribbon Demographics was not able to provide the vacancy rate for renter-occupied housing units, only the total vacancy rate for all housing units. According to 2010-2015 American Community Survey 5-Year Estimates, 3.5% of the rental housing units in the Primary Market Area (PMA) were vacant. Applying this percentage to the number of renter occupied housing units, we estimate that there are 19,032 rental units (occupied and vacant) in the PMA in 2017.

We were able to speak with Barbara Barhydt in the Planning Department for the City of Portland to determine if there have been increases in rental housing supply. We also reviewed the recent awards for tax credit financing by MaineHousing for proposed new projects in the market area. According to

these sources of data, we estimate that an additional 906 units of multi-family housing are in the planning or are currently under construction. These include the following:

<i>Property</i>	<i>Location</i>	<i>Type</i>	<i># Units</i>
Deering Place (Subject)*	Portland	Affordable	37
17 Carleton Street (Family)	Portland	Affordable	37
• Under construction			
Motherhouse Senior Housing (Senior)	Portland	Affordable	88
• Moving forward-received funding			
443 Congress Street	Portland	Affordable	4
• Under construction; expected completion January 2018			
977 Brighton Avenue (Family)	Portland	Affordable	26
73 Powsland Street (Senior)	Portland	Affordable	34
Total Affordable Units			226

<i>Property</i>	<i>Location</i>	<i>Type</i>	<i># Units</i>
Deering Place (Subject)*	Portland	Market	32
415 Cumberland Avenue			
• Withdrew but are coming back for review with planning department	Portland	Market	10
443 Congress Street	Portland	Mixed	24
• Under construction; expected completion January 2018			
5-9 Romasco Lane	Portland	Market	4
31 Fore Street	Portland	Market	4
• Under construction			
749 Congress Street	Portland	Market	7
• Under construction			
802 Ocean Avenue/Portland Retirement Residences	Portland	Market	150
• Under construction			
Veranda Street, Portland	Portland	Market	4
97 Cumberland Avenue	Portland	Market	5
Midtown-Bayside	Portland	Market	440
• At a standstill right now.			
Total Market Units			680
Total Units in Development			906

*Only the newly constructed units have been included in the calculation.

Midtown Bayside is a proposed 440-unit multi-family property that has been in the planning stages for several years and although it is unclear as to whether or not the project will proceed, in order to be conservative, we have included the 440 units in our calculation. The City of Portland has approved the master plan for the development of 58 Fore Street. Information on the developer's website and MaineBiz.com reports that there will be 638 residential units, for sale and rent. There is no specific information regarding how many of the units will be rentals and how many will be condominiums. We have reached out to the developer for details, but did not receive a response. Due to the uncertainty of the project and how many units will be rental units, we have not included the units in our calculation above.

Below is a breakdown of the supply and demand calculated for the PMA.

PMA		
	2017	2022
Supply (Less Substandard Units)	18,099	19,005
Demand	19,284	19,753
Excess (Supply)/Demand	1,185	748

Our estimate of supply assumes:

- All of the rental units included in the estimate will be available for occupancy;
- All of the units planned and permitted will be available for occupancy by 2022.

Affordable Housing

Based on our research, there are 49 affordable properties in the PMA with a total of 2,518 units. During the month of August 2017, TSG was able to obtain data for 1,887 affordable units in 40 projects. We were unable to obtain data from the remaining nine properties in 2017 because either our calls were not answered or our messages were not returned. We were able to obtain data for these properties in 2016, and included that information in our tables below

The projects that reported occupancy and waitlist information, reported six vacancies for an overall occupancy rate of 99 percent. Out of the 49 projects surveyed, 45 reported waitlists, which ranged between three months to five years or 12 to 306 people.

We were able to obtain the following information related to Housing Choice Vouchers (HCVs) in the PMA.

- In August 2016, Ms. Maureen Brown reported that MaineHousing Authority administered 20 HCVs to 20 households in the PMA with approximately 493 households on the waitlist. The waitlist was open. We contacted MaineHousing Authority several times and were told that Ms. Brown has since retired and they were in the process of converting to one global waitlist for the State and they were unable to provide current voucher/waitlist data for the PMA.
- Portland Housing Authority ("PHA") administers 1,854 HCVs. PHA reports that from their area of operation, they have 4,610 applications.
- There are 24,063 households on the Maine Centralized Section 8 HCV waitlist that is shared between PHA and the following Housing Authorities: South Portland, Westbrook, Augusta, Bangor, Biddeford, Waterville, Auburn, and Bath.

Given the waitlists and high occupancy of the existing supply of affordable housing in the PMA, the addition of the subject's 82 efficiency, one-, two- and three-bedroom units is not anticipated to significantly impact the current rental stock. Area stakeholders, including public employees, owners and managers of market, LIHTC or affordable rental properties did not identify any negative factors associated with the proposed project.



To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Deering Place
Date: 10/24/17

Executive Summary

Avesta requests \$300,000 in HOME funding and a 75% 30 year TIF to support the Deering Place development which will completely reconfigure the four lots currently combined as the 61 Deering Street/510 Cumberland Avenue property:

- A new building containing 27 apartment units will be built at 61 Deering Street, along with 5 parking spaces;
- An addition will be constructed on 510 Cumberland Avenue, adding 33 new apartment units and covered parking;
- The existing 510 Cumberland Avenue commercial space will be reconfigured into 7 apartments and covered parking;
- The existing 13 apartment units at 510 Cumberland Avenue will be renovated;
- The historic structure at 73 Deering will be removed from the existing property description and use restrictions and sold for an estimated \$500,000;
- The existing playground will be removed.

In total, the new configuration will include 80 apartment units, ranging in size from efficiency to 3 bedrooms. It will include a community room, a telemedical room, laundry facilities in each building, and 64 parking spaces.

The project will serve a mixed income population, with 32 market rate units and 48 affordable units. Thirteen units will continue to serve households at 40% of AMI, per the existing affordability restriction with Maine Housing. The remaining 35 affordable units will serve households at 50% AMI.

Avesta acquired the 61 Deering Street/510 Cumberland Avenue property from Opportunity Alliance on October 25, 2016, along with a parking lot and a historic building located at 73 Deering Street, with a total of 16 residential apartments and underutilized commercial space. A Capital Needs Assessment concludes that the properties are in reasonable condition considering their age (built in 1900 and 1920) but that both buildings have major systems which are nearing the end of their useful lives, and there are deferred maintenance items which need immediate attention. The four lots **jointly** secure a \$1,550,000 mortgage held by Gorham Savings Bank. This is an interest only balloon loan, with a 2 year term and interest only payments at 3.5%. These properties also secure a \$500,000 short term note from the seller (Opportunity Alliance), for a total debt of \$2,050,000 on the properties.

In addition, there is a use agreement with Maine Housing also dated October 25, 2016, restricting the use of the residential units to affordable housing until at least 2038 (21 years from now). Maine Housing has agreed to transfer the existing affordability restriction on the 3 residential units at 73 Deering (the portion of the property slated for sale) to 3 newly constructed units. This will allow 73 Deering to be sold without affordability restrictions, substantially increasing its market value.

Sources and Uses

Maine State Housing Subsidy	\$1,000,000
HUD 221(d)(4)	\$5,719,940
FHLB AHP Subsidy	\$ 500,000
City of Portland HOME	\$ 300,000
TD Bank (grant)	\$ 325,000
Deferred Developer Fee	\$1,039,123
LIHTC Equity	<u>\$7,176,782</u>
Total Sources:	\$16,060,845

The sources for this project have been identified and significant progress made towards securing conceptual agreement around the financing structure. The AHP application has been submitted and the AHP announcement is expected in December 2017. Gorham Savings Bank, the current mortgage holder, has issued a term sheet for a construction loan, including their support for the AHP application and to purchase a portion of the LIHTC equity. The application for LIHTCs and additional subsidy funding to Maine Housing is being prepared for submission in January. Boston Capital has issued an offer to purchase tax credits, if allocated, at \$.90. There is a letter of conditional commitment subject to HUD approval – effectively a letter of interest outlining proposed terms -- from Lancaster Pollard Mortgage Company for a 221(d)(4) loan.

Avesta is very experienced with Maine State Housing Finance application processes and is an experienced LIHTC developer. They are first time applicants to HUD under the 221(d)(4) program. HUD 221(d)(4) funding provides very attractive terms but is costly to secure and typically only the highest quality borrowers are approved. If Avesta succeeds in accessing 221(d)(4) funding, that will be a valuable new source of affordable 1st mortgage capital for Avesta's future affordable housing developments.

Historic and zoning approvals are expected 12/15/17.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

The construction costs are based on an estimate provided by Zachau Construction in August, 2017. The contractor has included a 6.5% contingency, estimating 5% for new construction and higher for renovation.

Developer profit, overhead, and general conditions is run at 14.5%, the high end of what should be approved for a project. However, this will be a complex construction management project with infill construction in close quarters and renovation of an occupied property. Given the complexity of the task, 14.5% is reasonable.

The average per unit construction cost is \$133,000. Construction cost per square foot ranges from \$125 for Building A renovation (average of both renovation of existing units and adaptive re-use of



commercial space for apartments and parking) to \$168/sq foot for the Building A addition to \$179/sq foot for Building B. Construction cost are 64% of the total development cost.

Soft Costs:

Soft costs total \$44,664/unit, which is a modest 23% of the total development cost. Soft costs are generally on the low end of, or in line with, industry standards. Costs associated with the permanent loan are on the high side, as is necessary for 221(d)(4) financing. Relocation is budgeted at \$1,154/unit, which will require the 13 existing residents be relocated in the building rather than paying rent for an apartment off site. That should be feasible, but does add further complexity to an already complicated construction schedule.

The developer fee totals \$1,714,123, which is 12.6% of total development cost (excluding reserves and developer's fee). That is a reasonable return for a complex development, particularly one taken on "at risk" ie Avesta acquired the property while it was operating at a substantial loss and before a plan for its redevelopment could be finalized. In addition, \$1,039,123 of that fee, or 61% of the total fee, will be deferred.

Contingency:

The 6.5% hard cost contingency is from the contractor's estimate. This is low for this stage in budget estimating, based on 5% for new construction and somewhat higher for renovation. This concern is partially mitigated by the fact that much of the renovation budget is essentially new construction of residential units within an existing shell, which reduces the unknowns which can unexpectedly drive up renovation costs. It is not clear what factor, if any, the contractor has built in for construction inflation between now and start of construction.

Soft cost contingency is a scant \$25,000, not quite 2% of budgeted soft costs.

Acquisition:

The limited partnership will acquire the properties from Avesta for an acquisition price of \$1,500,000 -- for the 3 parcels which will be retained in the development. An appraisal as of August 30, 2016 supports an "as is, as restricted" valuation of \$2,080,000 of the existing 4 parcels. The appraisal considered only the income approach to valuation and did not break out the value of the separate parcels. This makes it difficult to evaluate the reasonableness of the proposed acquisition price. It is not obvious that \$500,000 of the \$2.08 million valuation should be allocated to 73 Deering, particularly after the affordability restriction is removed from the 73 Deering property. Avesta anticipates that the \$1.5 million acquisition price, combined with sales proceeds estimated at \$500,000 for the existing historic structure at 73 Deering St, will retire the entire existing debt. A current appraisal for the parcels acquired, plus an "as built" valuation, should be required prior to closing to establish the limited partnership is not overpaying for the 3 parcels retained as the project site.

Operating Budget & 20 Year Cashflow Projection

Project Income:



This mixed income project will serve households at range of incomes from 40% AMI to market rate. The very high demand for affordable units insures that the units affordable to households at 40% and 50% AMI will be rented – Avesta has a waiting list of over 100 households for the 13 existing 3 bedroom units.

The market rate units require some additional care because there is more market rate construction under way which may ultimately depress rents at the top of market range. In addition, market rate units in affordable project sometimes require a discount to market rate due to potential negative perception among market rate renters about living in a complex which is majority affordable units. This does not seem to be the case for Avesta's Portland portfolio. Avesta's Portland portfolio is operating with a 1.4% vacancy rate overall, and no noticeable difference in vacancy rate or marketing times for their market rate units according to their property management staff. The current operating budget uses the market rents concluded by their market study without a discount.

The market study dated August 25, 2017, though documenting the capture rate for the affordable units (1.22% in 2017) does not address capture rate for market units. If an updated market study is commissioned, it should include the capture rate for the market rate units and an estimated lease up schedule for the market units.

Other budgeted income is \$6,000/year laundry income and a 75%, 30 year TIF with an estimated year 1 value of \$113,663.

Operating Expense

Operating expenses per unit per year appear to be at the top end of industry standard at \$8,019, in large part because this includes the full property tax liability as an expense. A property with a PILOT which provided the comparable level of property tax relief to the requested TIF would show operating expenses of \$6,557, which is in the typical range for affordable housing nationally. In addition, supportive services are included at \$15,787, which is \$197/unit/year. Once the TIF and supportive service funding are factored out, the operating costs are within the normal range for industry standard. Maintenance expense (\$2,031/unit) and replacement reserves (\$500/unit) are also on the high end for a project which is primarily new construction. The property should not suffer from further deferred maintenance going forward.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

The year 1 debt service coverage is comfortable at 1.19 with a 7% vacancy per the standard requirements of the 221(d)(4) program. With industry standard inflators of 2% for income and 3% for expense, the DSCR increases to 1.20 before declining gradually to 1.12 in year 20. Given the nature of the Portland housing market, with very limited supply of affordable units relative to demand, a 7% vacancy is quite conservative. A more likely scenario is the market units operating at a 5% vacancy and the affordable units operating at 3% (or lower) vacancy. Running an average of 4% vacancy results in a dscr of 1.29 in year 1, peaking at 1.31, and a year 20 dscr of 1.26.

With a 4% average vacancy, the HOME loan can be fully repaid to City of Portland from 20% of cashflow in year 17, while the developer fee loan would be fully retired in year 14 with payment of 75% of cashflow.



Developer Financials

Avesta closed out 2016 in very good and improving financial condition, with current assets of \$9.4 million and current liabilities of \$4.7 million. The resulting Current Ratio (current assets divided by current liabilities) is 2.03, a significant improvement over their 1.17 current ratio in 2015 – due primarily to reducing their current liabilities by 43%. Net assets were \$123 million, up almost \$13 million over 2015. There has been annual, substantial growth in net assets since 2012, when net assets were \$66 million – almost doubling in 5 years. In 2016, revenues were up \$2 million (7.7% over 2015). Depreciation resulted in a paper loss of \$3,237,031, which is typical for a company with this financial structure, but this paper loss was far more than outweighed by the growth in real estate equity. With assets almost double their liabilities, it is safe to say Avesta is not over leveraged.

This developer has the financial capacity to intervene in a development facing unexpected set backs and or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin contingencies.

Recommendations

I recommend a loan in the amount of no more than \$300,000, 30 years, zero percent interest, with repayment annually of 20% of cashflow, and a 75% TIF for 30 years, with the following conditions prior to loan closing:

1. Satisfactory review of a final development budget and operating pro forma which is consistent with the commitments of all source, including a cashflow waterfall acceptable to the City;
2. Any net proceeds of the sale of 73 Deering Place (after debt is retired, payment of settlement expenses, adjustment for any operating losses during the pre-development holding period, and any legal expense related to separation of the parcels) to be used to reduce the HOME loan amount.
3. Satisfactory review of a current appraisal (“current” as of date of loan closing) which breaks out the “as is” and “as built” values for each of the four existing parcels, to insure the limited partnership is not overpaying for the site.
4. Final rent schedules to be compared to maximum allowable rents and applicable utility allowance charts to determine final maximum rent rates.
5. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14.5% of net construction costs.

Development Budget with Permanent Sources

Date October 20, 2017
 Project Name Deering Place
 Project Address 510 Cumberland & 61 Deering Place
 Developer/Sponsor Avesta

Total Units 80
 Total Square Feet 54,530 (residential)
 Parking Sq Feet 11,250

	<u>Total</u>	<u>Per Unit</u>	<u>Per Sq Ft</u>
Sources of Funds			
HUD 221(d)(4) - 1st Lien	\$5,719,940	\$71,499	\$87
City of Portland HOME	\$300,000	\$3,750	\$5
MSHA Subsidy	\$1,000,000	\$12,500	\$15
AHP Subsidy + TD Grant	\$825,000	\$10,313	\$13
Deferred development fee	\$1,039,123	\$12,989	\$16
Net Syndication Proceeds	\$7,176,782	\$89,710	\$109
Total Sources of Funds	\$16,060,845	\$200,761	\$244
Surplus/(GAP)	\$0		

Uses of Funds

Hard Costs			
Site Improvements	\$562,500	\$7,031	\$9
Rehabilitation		\$0	\$0
New Construction	\$8,179,319	\$102,241	\$124
Contractor's Profit, C 14.5%	\$1,264,043	\$15,801	\$19
Hazardous Materials abatement (if contracted separ		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$92,858	\$1,161	\$1
Other		\$0	\$0
Hard Cost Continger 6.5%	\$660,420	\$8,255	\$10
Total Hard Costs	\$10,759,140	\$134,489	\$164

Soft Costs			
Building Permit & Fees	\$110,043	\$1,376	\$2
Survey & Engineering	\$51,000	\$638	\$1
Design & Permitting 3.9%	\$342,900	\$4,286	\$5
Borrower Legal (all closings, excludi	\$48,000	\$600	\$1
Title & Recording	\$15,000	\$188	\$0
Accounting	\$10,000	\$125	\$0
Construction Period Taxes	\$13,000	\$163	\$0
Construction Period Insurance	\$30,000	\$375	\$0
Other: FF&E, Security	\$33,000	\$413	\$1
Other		\$0	\$0
Total Soft Costs	\$652,943	\$8,162	\$10

Financing Costs

Construction Loan Origination Fees	\$7,852	\$98	\$0
Construction Period Interest	\$224,489	\$2,806	\$3
Lender Inspection Fees		\$0	\$0
Letter of Credit Fee		\$0	\$0
Permanent Loan Fee	\$184,678	\$2,308	\$3
Construction Lender Legal		\$0	\$0
Other	\$41,150	\$514	\$1
Total Financing Costs	\$458,169	\$5,727	\$7

Miscellaneous

Market Survey	\$5,500	\$69	\$0
Appraisal	\$6,000	\$75	\$0
Environmental Study	\$3,500	\$44	\$0
LIHTC Fees -- prepaid monitoring	\$89,875	\$1,123	\$1
Other: Commissioning	\$62,000	\$775	\$1
Relocation Costs	\$15,000	\$188	\$0
Other	\$0	\$0	\$0
Soft Cost Contingency 3.79%	\$48,989	\$612	\$1
Total Miscellaneous:	\$230,864	\$2,886	\$10

Acquisition

Acquisition: Buildings	\$600,000	\$7,500	\$9
Acquisition: Land	\$900,000	\$11,250	\$14
Acquisition: Legal	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Acquisition	\$1,500,000	\$18,750	\$23

Reserves and Developer Fee

Operating Deficit Escrow	\$477,244	\$5,966	\$7
Prefunded Replacement Reserve	\$95,362	\$1,192	\$1
Taxes & Insurance Escrow	\$106,000	\$1,325	\$2
Developer Overhead	\$750,000	\$9,375	\$11
Developer Profit	\$964,123	\$12,052	\$15
Rent Up Reserve & Marketing	\$67,000	\$838	\$1
Other	\$0	\$0	\$0
Total Reserves and Developer Fee	\$2,459,729	\$30,747	\$37

Total Uses of Funds	\$16,060,845	\$200,761	\$251
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Developer Fee Analysis: 12.60% \$66,271
(excluding reserves & developer fee)



Phased Sources and Uses

Predevelopment Uses	
Earnest money deposit	
Appraisal	
Environmental	
Building condition assessment	
Legal	
Architect	
Other professional fees	
Other	
Total:	\$ -

Acquisition/Construction Uses	
Predevelopment expenses included above	\$ -
Acquisition of real estate	
Construction Contract	
Construction contingency	
Soft costs (not included in predevelopment period)	
Soft cost contingency	
Other:	
Total:	\$ -

Permanent Financing	
Acquisition/construction & predev expenses above	\$ -
Lease up reserve	
Capitalized operating reserve	
Capitalized replacement reserve	
Other	
Total:	\$ -

Predevelopment Sources	Status	Rate	Term	Amount
Predevelopment loan:	Applied			\$ -
Grant:	Applied			\$ -
Developer/sponsor equity	Applied			\$ -
Resident deposits				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total:				\$ -

Acquisition/ Construction Sources	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

Permanent Financing	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

Project Operating Pro Forma

Date	October 17, 2017
Project Name	Deering Place
Project Address	510 Cumberland & 61 Deering Place
Developer/Sponsor	Avesta

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	9		0	50%	\$718	\$34		\$684		\$6,156	\$73,872
0 BR	6		0	market	\$1,155	\$0		\$1,155		\$6,930	\$83,160
1 BR	17		0	50%	\$770	\$40		\$730		\$12,410	\$148,920
1 BR	23		0	market	\$1,350	\$0		\$1,350		\$31,050	\$372,600
2 BR	4		0	50%	\$923	\$50		\$873		\$3,492	\$41,904
2 BR	5		0	40%	\$738	\$50		\$688		\$3,440	\$41,280
2 BR	3		0	market	\$1,615	\$0		\$1,615		\$4,845	\$58,140
3 BR	8		0	40%	\$854	\$60		\$794		\$6,352	\$76,224
3 BR	5		0	50%	\$1,067	\$60		\$1,007		\$5,035	\$60,420
4 BR			0	50%				\$0		\$0	\$0
4 BR			0	60%				\$0		\$0	\$0
Other			0	50%				\$0		\$0	\$0
Other			0	60%				\$0		\$0	\$0
Total:	80		0							\$79,710	\$956,520

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$956,520	\$11,957	\$975,650	\$995,163	\$1,015,067	\$1,035,368	\$1,056,075	\$1,077,197	\$1,098,741	\$1,120,716	\$1,143,130
Vacancy Loss 4.0%	(\$38,261)	(\$478)	(\$39,026)	(\$39,807)	(\$40,603)	(\$41,415)	(\$42,243)	(\$43,088)	(\$43,950)	(\$44,829)	(\$45,725)
Other income (laundry)	\$6,000	\$75	\$6,120	\$6,242	\$6,367	\$6,495	\$6,624	\$6,757	\$6,892	\$7,030	\$7,171
TIF	\$113,663	\$1,421	\$115,936	\$118,255	\$120,620	\$123,032	\$125,493	\$128,003	\$130,563	\$133,174	\$135,838
Effective Gross Income	\$1,037,922	\$12,974	\$1,058,681	\$1,079,854	\$1,101,451	\$1,123,480	\$1,145,950	\$1,168,869	\$1,192,246	\$1,216,091	\$1,240,413
Administrative											
Management Fee	\$53,374	\$667	\$54,975	\$56,624	\$58,323	\$60,073	\$61,875	\$63,731	\$65,643	\$67,613	\$69,641
Management Charges	\$53,374	\$667	\$54,975	\$56,624	\$58,323	\$60,073	\$61,875	\$63,731	\$65,643	\$67,613	\$69,641
Marketing Expense	\$150	\$2	\$155	\$159	\$164	\$169	\$174	\$179	\$184	\$190	\$196
Legal	\$1,000	\$13	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$1,267	\$1,305
Audit & Accounting	\$5,500	\$69	\$5,665	\$5,835	\$6,010	\$6,190	\$6,376	\$6,567	\$6,764	\$6,967	\$7,176
Admin Other	\$15,000	\$188	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572
Total Administrative	\$128,398	\$1,605	\$132,250	\$136,217	\$140,304	\$144,513	\$148,848	\$153,314	\$157,913	\$162,651	\$167,530
Supportive Services	\$15,787	\$197	\$16,261	\$16,748	\$17,251	\$17,768	\$18,301	\$18,851	\$19,416	\$19,998	\$20,598
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$48,000	\$600	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034	\$60,805	\$62,629
Electric	\$28,800	\$360	\$29,664	\$30,554	\$31,471	\$32,415	\$33,387	\$34,389	\$35,420	\$36,483	\$37,577
Water / Sewer	\$34,000	\$425	\$35,020	\$36,071	\$37,153	\$38,267	\$39,415	\$40,598	\$41,816	\$43,070	\$44,362
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$110,800	\$1,385	\$114,124	\$117,548	\$121,074	\$124,706	\$128,448	\$132,301	\$136,270	\$140,358	\$144,569

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$25,000	\$313	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Maintenance	\$43,500	\$544	\$44,805	\$46,149	\$47,534	\$48,960	\$50,428	\$51,941	\$53,500	\$55,104	\$56,758
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Systems Maintenance	\$50,000	\$625	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964	\$59,703	\$61,494	\$63,339	\$65,239
Building Maintenance Contract	\$44,000	\$550	\$45,320	\$46,680	\$48,080	\$49,522	\$51,008	\$52,538	\$54,114	\$55,738	\$57,410
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$162,500	\$2,031	\$167,375	\$172,396	\$177,568	\$182,895	\$188,382	\$194,033	\$199,855	\$205,850	\$212,026

Taxes & Insurance											
Real Estate Taxes or PILOT	\$156,000	\$1,950	\$160,680	\$165,500	\$170,465	\$175,579	\$180,847	\$186,272	\$191,860	\$197,616	\$203,545
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$28,000	\$350	\$28,840	\$29,705	\$30,596	\$31,514	\$32,460	\$33,433	\$34,436	\$35,470	\$36,534
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$184,000	\$2,300	\$189,520	\$195,206	\$201,062	\$207,094	\$213,306	\$219,706	\$226,297	\$233,086	\$240,078

Replacement Reserves	\$40,000	\$500	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371	\$47,762	\$49,195	\$50,671	\$52,191
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$641,485	\$8,019	\$660,730	\$680,551	\$700,968	\$721,997	\$743,657	\$765,967	\$788,946	\$812,614	\$836,992
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Net Operating Income	\$396,437	\$4,955	\$397,951	\$399,303	\$400,483	\$401,483	\$402,293	\$402,902	\$403,301	\$403,477	\$403,421
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Debt Service											
First Lien	\$307,807	\$3,848	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$307,807	\$3,848	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807

Cash Flow (after Must Pay Debt)	\$88,630	\$1,108	\$90,144	\$91,496	\$92,676	\$93,676	\$94,486	\$95,095	\$95,494	\$95,670	\$95,614
Debt Service Coverage Ratio	1.29		1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31	1.31

Cash Flow Debt Payments	remaining balance:	\$282,274	\$264,245	\$245,946	\$227,411	\$208,675	\$189,778	\$170,759	\$151,660	\$132,526	\$113,404
City Portland HOME	20.0%	\$17,726	\$222	\$18,029	\$18,299	\$18,535	\$18,735	\$18,897	\$19,019	\$19,099	\$19,123
Developer Fee Loan	75.0%	\$66,473	\$831	\$67,608	\$68,622	\$69,507	\$70,257	\$70,865	\$71,322	\$71,620	\$71,710
Cash Flow Retained by Project		\$4,432	\$55	\$4,507	\$4,575	\$4,634	\$4,684	\$4,724	\$4,755	\$4,775	\$4,781

Retained Cash Flow %	1% remaining balance:	\$972,650	\$905,042	\$836,420	\$766,913	\$696,656	\$625,791	\$554,470	\$482,850	\$411,097	\$339,387
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Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$1,165,993	\$1,189,312	\$1,213,099	\$1,237,361	\$1,262,108	\$1,287,350	\$1,313,097	\$1,339,359	\$1,366,146	\$1,393,469
Vacancy Loss 4.0%	(\$46,640)	(\$47,572)	(\$48,524)	(\$49,494)	(\$50,484)	(\$51,494)	(\$52,524)	(\$53,574)	(\$54,646)	(\$55,739)
Other income (laundry)	\$7,314	\$7,460	\$7,609	\$7,762	\$7,917	\$8,075	\$8,237	\$8,401	\$8,569	\$8,741
Supportive Services Funding	\$138,555	\$141,326	\$144,152	\$147,035	\$149,976	\$152,975	\$156,035	\$159,156	\$162,339	\$165,586
Effective Gross Income	\$1,265,221	\$1,290,526	\$1,316,336	\$1,342,663	\$1,369,516	\$1,396,907	\$1,424,845	\$1,453,342	\$1,482,408	\$1,512,057
Administrative										
Advertising	\$71,730	\$73,882	\$76,099	\$78,382	\$80,733	\$83,155	\$85,650	\$88,219	\$90,866	\$93,592
Office Payroll & Benefits	\$71,730	\$73,882	\$76,099	\$78,382	\$80,733	\$83,155	\$85,650	\$88,219	\$90,866	\$93,592
Office Supplies, Phone, Misc.	\$202	\$208	\$214	\$220	\$227	\$234	\$241	\$248	\$255	\$263
Mngr or Super Rent Free Unit	\$1,344	\$1,384	\$1,426	\$1,469	\$1,513	\$1,558	\$1,605	\$1,653	\$1,702	\$1,754
Audit & Accounting	\$7,392	\$7,613	\$7,842	\$8,077	\$8,319	\$8,569	\$8,826	\$9,091	\$9,363	\$9,644
Admin Other	\$20,159	\$20,764	\$21,386	\$22,028	\$22,689	\$23,370	\$24,071	\$24,793	\$25,536	\$26,303
Total Administrative	\$172,556	\$177,733	\$183,065	\$188,557	\$194,213	\$200,040	\$206,041	\$212,222	\$218,589	\$225,147
Supportive Services	\$21,216	\$21,853	\$22,508	\$23,184	\$23,879	\$24,596	\$25,334	\$26,094	\$26,876	\$27,683
Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$64,508	\$66,443	\$68,437	\$70,490	\$72,604	\$74,782	\$77,026	\$79,337	\$81,717	\$84,168
Gas	\$38,705	\$39,866	\$41,062	\$42,294	\$43,563	\$44,869	\$46,216	\$47,602	\$49,030	\$50,501
Water / Sewer	\$45,693	\$47,064	\$48,476	\$49,930	\$51,428	\$52,971	\$54,560	\$56,197	\$57,883	\$59,619
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$148,906	\$153,373	\$157,974	\$162,714	\$167,595	\$172,623	\$177,801	\$183,136	\$188,630	\$194,288

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Exterminating	\$58,460	\$60,214	\$62,021	\$63,881	\$65,798	\$67,772	\$69,805	\$71,899	\$74,056	\$76,278
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$67,196	\$69,212	\$71,288	\$73,427	\$75,629	\$77,898	\$80,235	\$82,642	\$85,122	\$87,675
Elevator, HVAC, pool contracts	\$59,132	\$60,906	\$62,733	\$64,615	\$66,554	\$68,551	\$70,607	\$72,725	\$74,907	\$77,154
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$218,386	\$224,938	\$231,686	\$238,637	\$245,796	\$253,170	\$260,765	\$268,588	\$276,645	\$284,945

Taxes & Insurance										
Real Estate Taxes or PILOT	\$209,651	\$215,940	\$222,419	\$229,091	\$235,964	\$243,043	\$250,334	\$257,844	\$265,580	\$273,547
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$37,630	\$38,759	\$39,921	\$41,119	\$42,353	\$43,623	\$44,932	\$46,280	\$47,668	\$49,098
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$247,281	\$254,699	\$262,340	\$270,210	\$278,317	\$286,666	\$295,266	\$304,124	\$313,248	\$322,645

Replacement Reserves	\$53,757	\$55,369	\$57,030	\$58,741	\$60,504	\$62,319	\$64,188	\$66,114	\$68,097	\$70,140
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$862,102	\$887,965	\$914,604	\$942,042	\$970,304	\$999,413	\$1,029,395	\$1,060,277	\$1,092,085	\$1,124,848
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Net Operating Income	\$403,119	\$402,561	\$401,732	\$400,621	\$399,213	\$397,494	\$395,450	\$393,065	\$390,323	\$387,209
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Debt Service										
First Lien	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807

Cash Flow (after Must Pay Debt)	\$95,312	\$94,754	\$93,925	\$92,814	\$91,406	\$89,687	\$87,643	\$85,258	\$82,516	\$79,402
Debt Service Coverage Ratio	1.31	1.31	1.31	1.30	1.30	1.29	1.28	1.28	1.27	1.26

Cash Flow Debt Payments										
DHCD	20.0%	\$19,062	\$18,951	\$18,785	\$18,563	\$18,281	\$17,937	\$17,529	\$17,052	\$16,503
Developer Fee Loan	75.0%	\$71,484	\$71,065	\$70,444	\$69,610	\$68,554	\$67,265	\$65,732	\$63,943	\$61,887
Cash Flow Retained by Project		\$4,766	\$4,738	\$4,696	\$4,641	\$4,570	\$4,484	\$4,382	\$4,263	\$4,126

Retained Cash Flow %	1%	\$267,902	\$196,837	\$126,393	\$56,783	(\$11,771)	(\$79,036)	(\$144,768)	(\$208,711)	(\$270,599)	(\$330,150)
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*Order 104-17/18
Feb 27 11-6-19*

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 DESIGNATING DEERING PLACE AFFORDABLE HOUSING
DEVELOPMENT DISTRICT AND TAX INCREMENT FINANCING (TIF) DISTRICT
AND ADOPTING DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206, Subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Avesta Housing intends to construct certain improvements within the Deering Place Affordable Housing Development Tax Increment Financing ("TIF") District, including 80 units of rental housing; and

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the Deering Place Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the Deering Place Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the Deering Place Affordable Housing Development TIF District and Development Program for the District;

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

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled "Deering Place Affordable Housing Development District" as presented to this meeting, a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled "Deering Place Affordable Housing Development District" as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the

Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “Deering Place Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his or her discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Planning and Urban Development Director is authorized to submit annual reports on the status of the “Deering Place Affordable Housing Development District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Planning and Urban Development Department
Housing and Community Development Division

DATE: October 26, 2017

SUBJECT: (1) Order Designating Deering Place Affordable Housing Development District and Tax Increment Financing District and Adopting the Municipal Development Program for the District

(2) Order Approving Credit Enhancement Agreement with Avesta Deering Place LP

SPONSOR: Jill Duson, Chair David Brenerman, Chair
Housing Committee Economic Development Committee
(Housing Committee voted 3-0 in support on September 26, 2017; Economic Development Committee voted 2-0 in support on October 24, 2017)

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading November 6, 2017 Final Action November 20, 2017

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

*Notice of the public hearing must be published at least 10 days before the date of the hearing.

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

Mary Davis, Housing and Community Development Division Director will be available to provide information.

I. ONE SENTENCE SUMMARY

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eight (80) unit mixed-income rental housing development on a site they own located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of (1) a HOME Loan in the amount of \$300,000 and (2) Affordable Housing TIF (AHTIF) to assist with the project.

The AHTIF request is detailed in this memo. The HOME loan request is discussed in a separate memo.

II. AGENDA DESCRIPTION

Avesta Housing Development Corporation (AHDC) is proposing to renovate and construct an eight (80) unit mixed-income rental housing development on a site they own located at 61 Deering Street and 510 Cumberland Avenue. AHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with a project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at an average \$147,981 annually over 30 years.

The Avesta Housing Development Corporation has requested two forms of financial assistance.

(1) HOME funds request: \$300,000 (described in separate agenda item);

(2) Tax Increment Financing request: If approved, the Affordable Housing TIF financing will be provided through a Credit Enhancement Agreement at 75% of the increased taxable value, currently estimated at a 30 year annual average of \$147,981, with an estimated total of \$4,439,439 in captured revenue returned to the developer to off-set project operating costs. The proposed project will be taxable. The remaining increased taxable value will be general fund revenue. TIF projections and proposed district map are included in the backup to this memo.

The project will consist of 80 units of rental housing including 15 efficiency units, 40 1-bedroom units, 12 2-bedroom units and 13 3-bedroom units. The units will be affordable to households earning 40%, 50% and 60% of area median income.

The developer will submit an application with MaineHousing's Low Income Housing Tax Credit program contingent upon a reduction in operating costs through a tax increment financing program that provides for a minimum of 75% of the projects annual property tax revenue to be returned to the developer.

At its meeting on September 26, 2017, the Housing Committee voted 3-0 to recommend this AHTIF request to the City Council for approval.

At its meeting on October 24, 2017, the Economic Development Committee voted 2-0 to recommend this AHTIF request to the City Council for approval.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding requests. The third party analysis is attached. The report indicates that the developer is an experienced developer and has the financial capacity to keep the development process moving forward.

It is important to note that the initial underwriting has been done based on other funding sources that are anticipated but have yet to be secured. While significant progress has been made towards securing these financing sources, the final development budget and operating pro forma will need to be reviewed and analyzed to confirm the appropriateness of the funding recommendation noted below. With that being said, the third party report makes the following recommendations:

Affordable Housing TIF financing through a Credit Enhancement Agreement at 75% of the increased assessed value for 30 years.

III. BACKGROUND

Approval of this AHTIF request is key to making the project application competitive in the Low Income Housing Tax Credit application with MaineHousing.

The City Council must: (1) authorize the creation of the AHTIF District; and
 (2) approve the Credit Enhancement Agreement

IV. INTENDED RESULT AND COUNCIL GOAL ADDRESSED

Establish an Affordable Housing TIF District to support the development of 80 units, including 67 new units of rental housing.

Increase access to safe, location-efficient rental and ownership housing that is affordable for working and low-income families.

V. FINANCIAL IMPACT

When completed, this project's new assessed value is estimated at \$7 million. The project is currently tax exempt.

Seventy-five (75%) percent of the increased tax revenue will be revenue returned to the developer through a Credit Enhancement Agreement which will return approximately \$4,439,439 in captured revenue to the project (averaged at \$147,981 annually over thirty years) to off-set project operating costs. The remaining 25% will be general fund revenue.

Total development costs are estimated at \$15.7 million. Currently the property is tax exempt. The proposed project will be taxable.

In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of \$43,519+, or \$1,305,573+ over the life of the district.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of all requests for City funding (local and federal resources), including Affordable Housing Tax Increment Financing requests. The third party analysis indicates a positive recommendation for the both the TIF and HOME funds investment.

Public Benefits In reviewing this TIF request, staff notes the public benefit associated with the TIF District of 80 units of mixed income housing, sixty percent (60%) of which will be affordable to households at or below sixty percent (50%) of the area median income. Additionally, the TIF will create tax sheltering benefits estimated at an average \$147,981 annually.

A recommendation of approval of an Affordable Housing Tax Increment Financing District (AHTIF) from the Housing Committee and the Economic Development Committee to the Council is not the same as approval of the overall project. After carefully weighing the potential benefits and impacts on the City and surrounding neighborhood against the standards in the Land Use Ordinance, the Planning Board will ultimately determine if a project meets those standards. Approval of an AHTIF will be contingent on the project's final approval by the Planning Board.

VII. RECOMMENDATION

Staff is requesting City Council (1) approve the establishment of the Deering Place Affordable Housing TIF District, (2) approve a Credit Enhancement Agreement with Avesta Deering Place LP and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district, in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

Deering Place Affordable Housing Tax Increment Financing Development Program
Credit Enhancement Agreement
Declaration of Covenants
TIF Projection Table
TIF District Map
Underwriting Report

Prepared by: Mary P. Davis, Housing and Community Development Division Director
Date: October 26, 2017

CITY OF PORTLAND
DEERING PLACE AFFORDABLE HOUSING DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM

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Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions

Deering Place Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 61 Deering Street and 510 Cumberland Avenue in Portland. The area includes approximately 1.229 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. The captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of a Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland ("the City"), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the Deering Place Affordable Housing Development District (the "District"). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the "Development Program"). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing ("TIF") similar to that adopted by a number of other Maine municipalities including the City. An Affordable Housing Development District involves the creation of a geographically defined district in the City and the "capture" or reinvestment of some of the new increased or "incremental" tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Avesta Deering Place LP, its successors and assigns (the "Developer"). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E hereto from the District available to the Developer pursuant to such Credit Enhancement Agreement (the "Credit Enhancement Agreement"). These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the "Tax Increment") resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of the Developer, its successors or assigns and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer's Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions. A. Project General Description. The Capital Project at Deering Place involves the redevelopment of approximately 1.229 acres, into an affordable housing neighborhood. The objective of the project is that 60% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 50% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of 80 units of rental housing, the targeting for those units will be 13 of the units at 40% Area Median Income, 35 of the units

at 50% Area Median Income and 32 of the units at market rate. The zoning for the project assures that this number of units and this affordability objective will be met.

The project includes 80 apartments, of which 67 will be newly constructed units and 13 will receive significant renovations.

The Deering Place project is projected to have a total local increased assessed valuation at build out of approximately \$7,000,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will pay approximately \$156,000 in increased property taxes to the Developer at 75%. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$147,981 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay operating costs for the project at 61 Deering Street and 510 Cumberland Avenue. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. Businesses or persons currently residing in the property will be temporarily displaced or relocated as a result of the development activities proposed in the District. A relocation plan will be established to ensure that no business or person will be asked to relocate, either temporarily to another on-site or off-site unit during the development activities or permanently to a newly renovated unit, unless a suitable unit in decent, safe and sanitary condition is available for the business or person. No businesses or persons will be permanently displaced or relocated as a result of the development activities proposed in the District.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. The Developer, its successor or assigns, will operate the improvements constructed by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management).

The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years from the effective date of the approval of the District by the Director of the Maine State Housing Authority.

Section 2.09: Approval Considerations and Characteristics of the District. A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total area of the District is approximately 1.229 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the District and the total area of all development districts in the City (which combined total is 602.18 acres) is 4.86%, which includes 3.65% included in two exempt districts, a transit oriented district and a downtown/transit oriented district, of the total acreage of the City and thus does not exceed 5% of the total acreage of the City; the total area of all existing and proposed affordable housing development districts in the City is 0.0280% of the total acreage of the City and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the District is as set forth in Exhibit D hereto and the Original Assessed Value of all existing and proposed affordable housing development districts within the City is \$1,533,510 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of April 1st preceding the date of the designation of the District;

(iv) The aggregate value of municipal general obligation indebtedness financed by the proceeds from affordable housing development districts within Cumberland County does not exceed \$50,000,000 adjusted by a factor equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index, United States City Average from January 1, 2002 to the date of calculation; and

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Housing Plan and Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 years for rental units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development on which 60% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the Deering Place Affordable Housing Development District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2017; (tax year April 1, 2016, Fiscal Year 2017). Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Developer's Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75%. Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be the entire amount of the 75% of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. § 5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior years level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer Share) for each year as computed as described above, times (b) the actual amount of the Tax Increment Revenues each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 75% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account shall consist of the Developer's Project Cost Account (the "Developer's Project Cost Account"). The Developer's Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Developer's Project Cost Account according to the terms of the Credit Enhancement Agreement that portion of each payment constituting the percentage of total actual Tax Increment for such year equal to the Tax Increment Revenues (Developer's Share). The amounts in the Developer's Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District, as provided in such Credit Enhancement Agreement.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The Deering Place project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$22.08/\$1000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on November 20, 2017, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on November 20, 2017. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on November 20, 2017 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: November _____, 2017

Jon P. Jennings, City Manager, City of Portland

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of November ____, 2017, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and Avesta Deering Place LP, a Maine limited partnership (the "Developer").

WITNESSETH THAT

WHEREAS, the City designated the Deering Place Affordable Housing Development District (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council at a meeting held on November 20, 2017 and pursuant to the same City Council Meeting action adopted a development program and financial plan for the District (the "Development Program"), and

WHEREAS, the Director of the Maine State Housing Authority has reviewed and approved the District and the Development Program, and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to such City Council Meeting approval and a resolution of the Municipal Officers, adopted November 20, 2017 by vote of the City Council and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Affordable Housing Development Program Fund" means the Affordable Housing Development Program Fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer.

"Captured Assessed Value" means the amount, stated as percentages or stated sums, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program and Public Improvements described in the Development Program; the Captured Assessed Value of the District shall be 65% of the Increased Assessed Value.

"City" means the City of Portland, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

"Current Assessed Value" means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect.

"Developer" means Avesta Deering Place LP, its successors and assigns.

"Development Program" means the Development Program for the District as adopted by the City at a meeting of the City Council held on November 20, 2017.

"District" means the Deering Place Affordable Housing Development District designated by the City pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of its City Council at a meeting held on August 3, 2015.

"Financial Plan" means the financial plan described in Article III of the Development Program.

"Fiscal Year" means July 1 to June 30 each year or such other fiscal year as the City may establish.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"Original Assessed Value" means the assessed value of the District as of March 31, 2017, which amount was zero Dollars (\$0.00).

"Project" means the design, planning, development, acquisition, construction, financing and installation of the Development Program as described in Section 2.03 of said Development Program.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5249 of title 30-A of the Maine Revised Statutes and included in the Development Program.

"Project Cost Account" means the Developer's Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

"Property Taxes" means any and all ad valorem property taxes levied, charged or assessed against real estate in the District by the City or on its behalf.

"Qualified Investments" means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District.

"Tax Increment Revenues (Developer's Share)" means that percentage of the Tax Increment with respect to real estate now or hereafter located in the District retained pursuant to the terms of the Development Program to pay Project Costs of the Capital Program, and which amount is to be deposited each year during the term of this Agreement in the Developer's Project Cost Account to fund payments to the Developer due pursuant to this Agreement. The Tax Increment Revenues (Developer's Share) is seventy-five percent (75%). The Tax Increment Revenues (Developer's Share) will be calculated each year as more particularly described herein and in Exhibit A of the Development Program and will be based on the Increased Assessed Value of the District which percentage or amount shall be captured and retained to pay to the Developer the costs of the Capital Program described in the Development Program.

"Tax Shift" means the sum of the following amounts as calculated under the Tax Shift Formulas, as hereafter defined: (a) the difference between (i) the county tax payable by the City if the Captured

Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of County Tax were included in the City's valuation in calculating the county tax, and (ii) the county tax payable by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating the county tax; plus (b) the difference between (i) the State aid to education that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State aid to education were included in the City's valuation in calculating State aid to education, and (ii) the State aid to education that received by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating such amounts of State aid to education; plus (c) the difference between (i) the State revenue sharing that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State revenue sharing were included in the City's valuation in calculating the amount of State revenue sharing, and (ii) the State revenue sharing received each year to the extent that the Captured Assessed Value is excluded in the City's valuation in calculating such amounts of revenue sharing. Examples of the calculation of the estimated Tax Shifts based on the current Tax Shift Formulas are attached as Exhibit F to the Development Program.

"Tax Shift Formulas" means the formulas utilized by the State of Maine in calculating (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the City are due and payable from owners of property located within the City.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time. All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) If any clause, provision, Article or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, Article or Section shall not affect any of the remaining provisions hereof.

ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT OF THE AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City hereby confirms the creation and establishment of (a) the Deering Place Affordable Housing Development District Affordable Housing Development Program Fund; and (b) a segregated fund in the name of the City designated as the "Deering Place Affordable Housing Development District Developer's Project Cost Account of the Affordable Housing Development Program Fund" (the "Developer's Project Cost Account") pursuant to, and in accordance with the terms and conditions of the Development Program. The Affordable Housing Development Program Fund shall consist of the Developer's Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City shall deposit into the Developer's Project Cost Account contemporaneously with each payment of Property Tax by owners of property in District during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement.

Section 2.3. Use of Monies in Developer's Project Cost Account of the Affordable Housing Development Program Fund. Monies deposited in the Developer's Project Cost Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer's Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, shall be held by the City in trust, for the benefit of the Developer.

Section 2.5. Investments. The monies in the Developer's Project Cost Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

Section 2.6. Liens. The City shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall be for the period beginning on the effective date of the approval of the District by the Director of the Maine State Housing Authority and continuing for thirty (30) years as described below. The City agrees to pay to the Developer within 30 days of the end of each fiscal year (ends June 30 each year) this Agreement is in effect payments equal to the Tax Increment Revenues (Developer's Share) beginning with the designation and approval of the District by the Director of the Maine State Housing Authority, that being the City Fiscal Year beginning July 1, 2018 and ending June 30, 2019 (FY19) and continuing with each Fiscal Year of the City thereafter through and including June 30, 2048 (FY48). The City shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns according to Exhibit A of the Development Program, based upon the corresponding fiscal year's projected allocation percentage for each payment. The Developer's share will be 100% of the captured revenue (based on 75% of the value captured) as indicated on Exhibit A. The obligation of the City to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Account, and shall not constitute a general debt or obligation on the part of the City or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine or any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, the owner or owners of property in the District fail(s) to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property Taxes actually paid with respect to such Tax Payment Date shall first be applied to taxes due on account of the Original Assessed Value and second shall constitute Tax Increment Revenues.

(c) Annually, Developer will provide operating cash flow statements as back-up documentation of Projects Costs for its TIF payments, which documentation will be kept confidential by the City.

(d) Prior to receiving the first payment under this Agreement, Developer must provide evidence reasonably satisfactory to the City to demonstrate that the Project was designed, constructed and/or rehabilitated in accordance with City's Green Building Code set forth in the City's Code of Ordinances Chapter 6 Article VII.

(e) During the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City, which demonstrates that any firms employed in the construction phase of the Project have compensated their employees the current wage rates and fringe benefits as required under applicable state prevailing wage law under 26 M.R.S.A. §1306, or the City's Code of Ordinances Chapter 33, §33-1 to §33-12.

Section 3.2. Completion of Development Program. Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

Section 3.3. Failure to Make Payment. In the event the City should fail to, or be unable to, make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the City agrees to pay the same with interest thereon at the rate equal to the interest rate per annum payable by owners of property in the City on Property Taxes that are not paid when due, but only from Tax Increment Revenues (Developer's Share) paid to the City by the Developer from time to time, and any earnings thereon, whether or not deposited

into the Developer's Project Cost Account of the Affordable Housing Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.4. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit, for qualified Project Costs.

Section 3.5. Obligations Unconditional. The obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The City shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof.

Section 3.6. Limited Obligation. The City's obligations of payment hereunder shall be limited obligations of the City payable solely from monies on deposit in the Developer's Project Cost Account, and any earnings thereon, pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the City's obligation to levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2. Perfection of Interest. The City authorizes the Developer to file and, if necessary, shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the

Developer, the City will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments. The City shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the City shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

(a) any failure by the City to pay any amounts due to Developer when the same shall become due and payable;

(b) any failure by the City to make deposits into the Affordable Housing Development Program Fund or the Developer's Project Cost Account as and when due;

(c) any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, provided, however, that failure of Developer or any other owner of property in the District to pay Property Taxes when due shall not constitute an event of default hereunder; or

(d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the City or the failure by the City to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the City.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may

appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable attorneys fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Disputes. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute, this waiver being limited and expressly intended to affect only those rights necessarily related to or arising directly under the terms of this Agreement.

ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the City and the Developer shall each execute and deliver such documents and take or cause to be taken such actions, as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment. The City hereby acknowledges that it is the intent of the Developer to pledge and assign and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge or to grant such security interests. Recognizing this intention, the City does hereby consent and agree to the grant of such security interests and to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The City hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. Except as provided in this Article VII, the Developer shall not have the right to transfer and assign to any person or entity all or any portion of its rights in, to and under this Agreement; provided however, that any transfer of the real property within the District shall carry with it the benefit of this Agreement so long as (i) the rental units within the District remain affordable after such transfer; (ii) the prospective owner establishes to the reasonable satisfaction of the City that the financial benefits provided by this Agreement are still necessary to maintain the viability of the Project and (iii) the City Council approves the transfer.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.3. No Personal Liability of Officials of the City. No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his individual capacity and neither the members of the City Council of the City nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City: City Manager
 City Portland
 389 Congress Street
 Portland, Maine 04101

If to the Developer: Avesta Deering Place LP
 c/o Avesta Housing Development Corporation
 307 Cumberland Avenue
 Portland, ME 04101

Any of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledges. The City agrees that this Agreement is executed in part to induce secured parties, assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such secured parties, assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10. Maine Housing Rules and Requirements. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable. The parties shall comply with the rule provisions for recovery of public revenue if conditions for approval of the District are not maintained for the duration of the District, as provided by rules adopted by the Maine State Housing Authority in accordance with applicable law. The Developer agrees to provide all information as required by the City to satisfy its reporting obligations.

Section 8.11. Affordability Covenants. The Developer and the City shall, in order to assure the continued affordability of the rental units as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration which is substantially in the same form as the "Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

Section 8.12 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment Revenues (Developer's Share), estimated development costs and other estimates. The City and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings, Its City Manager

AVESTA DEERING PLACE LP

BY: Pinecone Housing Corporation, its
General Partner

By: _____
Dana Totman, Its President

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is entered into by and between the City of Portland, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 ("City") and Avesta Deering LP, a Maine limited partnership with a mailing address of 307 Cumberland Avenue, Portland, Maine 04101 ("Developer").

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing a loan from HUD HOME funds in City's Housing and Community Development Budget to the Developer (the "Loan") for the construction of eighty (80) units of rental housing located at 61 Deering Street and 510 Cumberland Avenue, Portland, Maine (the "Development"); and

WHEREAS the Developer acknowledges City's resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the Loan to Developer in consideration of the Developer's agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term.** The term of this Declaration shall be for a period beginning on the date that it is recorded in the Cumberland County Registry of Deeds (the "Effective Date"), and ending on the later of (a) the date the Loan is paid in full, or (b) 90 years from the Effective Date of this Declaration (the "Qualified Project Period").
2. **Enforceability of Covenants.** The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or

remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the Loan, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance, provided that the Loan is repaid within a reasonable period of time after such involuntary loss or substantial destruction.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of eighty (80) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the nature, size, number or location of the units in the Development and the facilities in the units.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of ninety (90) years at least forty-eight (48) of the units will be occupied by households with incomes at or below fifty percent (50%) (collectively referred to as the "Low Income Units"). The remaining thirty-two (32) units will be market rate units.
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, ("Section 42") and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the "Determination").
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household's income may exceed the Applicable Income Limit, adjusted for family size, at the time of the most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein,

including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine State Housing Authority shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the Loan, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer simultaneously to the Limited Partners at c/o Northern New England Housing Investment Fund, 75 Market Street, Suite 201, Portland, ME 04101, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, the City of Portland, Avesta Deering Place LP, and Avesta Housing Development Corporation dated _____, 2017 to be recorded in the Cumberland County Registry of Deeds herewith.

Signature page follows.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of November __, 2017.

CITY OF PORTLAND

Witness

By: _____
Jon P. Jennings
Its City Manager

AVESTA DEERING PLACE LP

BY: Avesta Housing Development Corporation, its
General Partner

Witness

By: _____
Dana Totman, Its President

State of Maine
Cumberland, ss.

November ____, 2017

Personally appeared the above named Dana Totman, President of Avesta Housing Development Corporation, General Partner of Avesta Deering Place LP, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

State of Maine
Cumberland, ss.

November ____, 2017

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

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

DRAFT

Development Program Exhibit A

City of Portland - TIF Model

Deering Place Affordable Housing TIF

CBLs: 047-B-001, 002, 003, and 029 - Tax Exempt so \$0 OAV

10/17/2017

75% Sheltered - 30 years with that 75% Going to Developer Project Account; Remaining 25% to City General Fund

City of Portland- TIF Projection Table for Deering Place Affordable Housing TIF									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2018	\$0	75.00%	\$0	21.65	\$0	\$0	\$0	\$0
2	2019	\$3,500,000	75.00%	\$2,625,000	22.08	\$57,968	\$57,968	\$0	\$19,323
3	2020	\$7,000,000	75.00%	\$5,250,000	22.52	\$118,254	\$118,254	\$0	\$39,418
4	2021	\$7,000,000	75.00%	\$5,250,000	22.98	\$120,620	\$120,620	\$0	\$40,207
5	2022	\$7,000,000	75.00%	\$5,250,000	23.43	\$123,032	\$123,032	\$0	\$41,011
6	2023	\$7,000,000	75.00%	\$5,250,000	23.90	\$125,493	\$125,493	\$0	\$41,831
7	2024	\$7,000,000	75.00%	\$5,250,000	24.38	\$128,002	\$128,002	\$0	\$42,667
8	2025	\$7,000,000	75.00%	\$5,250,000	24.87	\$130,562	\$130,562	\$0	\$43,521
9	2026	\$7,000,000	75.00%	\$5,250,000	25.37	\$133,174	\$133,174	\$0	\$44,391
10	2027	\$7,000,000	75.00%	\$5,250,000	25.87	\$135,837	\$135,837	\$0	\$45,279
11	2028	\$7,000,000	75.00%	\$5,250,000	26.39	\$138,554	\$138,554	\$0	\$46,185
12	2029	\$7,000,000	75.00%	\$5,250,000	26.92	\$141,325	\$141,325	\$0	\$47,108
13	2030	\$7,000,000	75.00%	\$5,250,000	27.46	\$144,152	\$144,152	\$0	\$48,051
14	2031	\$7,000,000	75.00%	\$5,250,000	28.01	\$147,035	\$147,035	\$0	\$49,012
15	2032	\$7,000,000	75.00%	\$5,250,000	28.57	\$149,975	\$149,975	\$0	\$49,992
16	2033	\$7,000,000	75.00%	\$5,250,000	29.14	\$152,975	\$152,975	\$0	\$50,992
17	2034	\$7,000,000	75.00%	\$5,250,000	29.72	\$156,034	\$156,034	\$0	\$52,011
18	2035	\$7,000,000	75.00%	\$5,250,000	30.32	\$159,155	\$159,155	\$0	\$53,052
19	2036	\$7,000,000	75.00%	\$5,250,000	30.92	\$162,338	\$162,338	\$0	\$54,113
20	2037	\$7,000,000	75.00%	\$5,250,000	31.54	\$165,585	\$165,585	\$0	\$55,195
21	2038	\$7,000,000	75.00%	\$5,250,000	32.17	\$168,896	\$168,896	\$0	\$56,299
22	2039	\$7,000,000	75.00%	\$5,250,000	32.81	\$172,274	\$172,274	\$0	\$57,425
23	2040	\$7,000,000	75.00%	\$5,250,000	33.47	\$175,720	\$175,720	\$0	\$58,573
24	2041	\$7,000,000	75.00%	\$5,250,000	34.14	\$179,234	\$179,234	\$0	\$59,745
25	2042	\$7,000,000	75.00%	\$5,250,000	34.82	\$182,819	\$182,819	\$0	\$60,940
26	2043	\$7,000,000	75.00%	\$5,250,000	35.52	\$186,475	\$186,475	\$0	\$62,158
27	2044	\$7,000,000	75.00%	\$5,250,000	36.23	\$190,205	\$190,205	\$0	\$63,402
28	2045	\$7,000,000	75.00%	\$5,250,000	36.95	\$194,009	\$194,009	\$0	\$64,670
29	2046	\$7,000,000	75.00%	\$5,250,000	37.69	\$197,889	\$197,889	\$0	\$65,963
30	2047	\$7,000,000	75.00%	\$5,250,000	38.45	\$201,847	\$201,847	\$0	\$67,282
30 Year TIF Total		\$199,500,000		\$149,625,000		\$4,439,439	\$4,439,439	\$0	\$1,479,813
30 Year TIF Average						\$ 147,981	\$ 147,981		\$ 49,327

Development Program Exhibit F

City of Portland - TIF Model
 Deering Place Affordable Housing TIF
 CBLs: 047-B-001, 002, 003, and 029 - Tax Exempt so \$0 OAV
 10/17/2017

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model for Deering Place Affordable Housing TIF							
75% Sheltered - 30 years with that 75% Going to Developer Project Account; Remaining 25% to City General Fund							
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase In County Tax	Total Avoided Impacts
1	2018	\$0	\$0	\$0	\$0	\$0	\$0
2	2019	\$3,500,000	\$2,625,000	\$0	\$1,599	\$1,430	\$3,029
3	2020	\$7,000,000	\$5,250,000	\$0	\$3,198	\$2,859	\$6,057
4	2021	\$7,000,000	\$5,250,000	\$14,525	\$3,198	\$2,859	\$20,582
5	2022	\$7,000,000	\$5,250,000	\$29,050	\$3,198	\$2,859	\$35,107
6	2023	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
7	2024	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
8	2025	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
9	2026	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
10	2027	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
11	2028	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
12	2029	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
13	2030	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
14	2031	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
15	2032	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
16	2033	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
17	2034	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
18	2035	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
19	2036	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
20	2037	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
21	2038	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
22	2039	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
23	2040	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
24	2041	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
25	2042	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
26	2043	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
27	2044	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
28	2045	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
29	2046	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
30	2047	\$7,000,000	\$5,250,000	\$43,575	\$3,198	\$2,859	\$49,632
30 Year TIF Total		\$199,500,000	\$149,625,000	\$1,132,950	\$91,133	\$81,490	\$1,305,573
30 Year TIF Average				\$37,765	\$3,038	\$2,716	\$43,519

PROJECT : Deering Place
LOCATION: 510 Cumberland & 61 Deering Portland, ME

Date: 10/16/17

Development Program Exhibit B

DEVELOPMENT ASSUMPTIONS						
Total Units		80	Inflation Adjustments	Yr 1-5	Yr. 6-15	Yr. 16-30
40% LIHTC	16.3%	13	Rent	2.00%	2.00%	3.00%
50% LIHTC	38.8%	31	Operating Expense	3.00%	3.00%	3.00%
50% AMI	5.0%	4	Other Income	2.00%	2.00%	3.00%
60% AMI (LIHTC)	0.0%	0	Debt Coverage Ratio	1.15		
Market	40.0%	32	Vacancy	7%		
Appraised Market Value		8,881,631	Market Value/Unit	\$111,020		

LIHTC Alloc.	797,500
Equity yield	0.90
Synd. %	99.99%
Equity Raise	7,176,782

Historic Credit FED	0
Equity yield	0.99
Synd. %	99.99%
Equity Raise	0

Number of Tax-payers	1
Historic Credit STATE	0
Equity yield	0
Synd. %	99.99%
Equity Raise	0

Total Equity:	7,176,782
---------------	-----------

Gross Square Footage	65,780
Construction Cost/Sq ft.	\$164

PRO FORMA DEVELOPMENT BUDGET				
	Residential	Per Unit	Commercial	Total
Site Improvements	562,500	7,031		562,500
Construction	8,756,220	109,453		8,756,220
General Requirements	780,000	9,750		780,000
Builder Overhead	0	0		0
Builder Profit	0	0		0
Bond Premium	0	0		0
Construction Contingency	6% 660,420	8,255		660,420
Subtotal Construction Costs	10,759,140	134,489	0	10,759,140
Building Permits and Fees	110,043	1,376		110,043
Survey & Engineering	51,000	638		51,000
Architectural & Design	342,900	4,286		342,900
Legal	48,000	600		48,000
Title & Recording	15,000	188		15,000
Accounting	10,000	125		10,000
Construction Period Tax	13,000	163		13,000
Construction Period Insurance	30,000	375		30,000
Other: as built, FFE, qt	33,000	413		33,000
Subtotal Soft Costs	652,943	8,162	0	652,943
Construction Loan Origination Fees	8,532	107		8,532
Construction Loan Interest	226,677	2,833		226,677
Permanent Loan Fees	181,688	2,271		181,688
Other	41,150	514		41,150
Subtotal Finance Costs	458,046	5,726	0	458,046
Market Survey	5,500	69		5,500
Appraisal	6,000	75		6,000
Environmental Study	3,500	44		3,500
LIHTC Fees	89,875	1,123		89,875
Other: Soft Cost Contingency/Misc	63,989	800		63,989
Other: Commissioning	62,000	775		62,000
Subtotal Miscellaneous	230,864	2,886	0	230,864
Acquisition: Buildings	600,000	7,500		600,000
Acquisition: Land	900,000	11,250		900,000
Acquisition: Legal	0	0		0
Subtotal Acquisition	1,500,000	18,750	0	1,500,000
Operating Deficit Escrow	474,646	5,933		474,646
Pre-funded Replacements	95,362	1,192		95,362
Tax & Insurance Escrow	106,000	1,325		106,000
Total Syndication Expenses	0	0		0
Consultant Fee	0	0		0
Developer Overhead	750,000	9,375		750,000
Developer Profit	1,049,845	13,123		1,049,845
Other: Transition & Rent-up Reserve	67,000	838		67,000
Subtotal Fee and Reserves	2,542,853	31,786	0	2,542,853
Total Development Costs	16,143,846	201,798	0	16,143,846

Notes:

MAXIMUM DEVELOPER FEE AVAILABLE	1,050,000
ACTUAL DEVELOPER FEE	1,799,845
% OF MAXIMUM DEVELOPER FEE	171.4%
NET DEVELOPER FEE COLLECTED	750,000
% OF MAXIMUM DEVELOPER FEE	71.4%

14,555,366

181,942

FLOW OF FUNDS

Sources	CLC	During Construction				PLC	2020	2021	Total
	6/30/18	9/28/18	12/27/18	3/27/19	6/25/19	6/30/19			
Beginning Cash	0	4,280,196	3,789,795	2,174,395	558,994	0	-167,219	-167,219	0
Capital Contribution	1,076,517	1,076,517	1,076,517	1,076,517		2,520,713	200,000	150,000	7,176,782
Construction Loan	0	0	0	0	2,132,924				2,132,924
GP Bridge Loan									0
MSHA Subsidy	500,000					500,000			1,000,000
HUD 221(d)(4)	5,625,000								5,625,000
Conventional First Mortgage									0
Other: Amortizing Mortgage									0
Other: AHP Subsidy		500,000							500,000
Other: City FedHOME		300,000							300,000
Other: TD Grant		325,000							325,000
NeighborWorks Loan		0							0
Development Fee Loan						1,049,845			1,049,845
TOTAL SOURCES	7,201,517	6,481,713	4,866,313	3,250,912	2,691,918	4,070,557	32,781	-17,219	18,109,551
Uses									
Acquisition	1,500,000								1,500,000
Construction		2,689,785	2,689,785	2,689,785	2,689,785				10,759,140
Soft Costs	652,943								652,943
Financing Costs	449,514	2,133	2,133	2,133	2,133				458,046
Miscellaneous	168,864					129,000			297,864
Dev Fee	150,000					1,299,845	200,000	150,000	1,799,845
Reserves						676,008			676,008
TOTAL DEV. COSTS	2,921,321	2,691,918	2,691,918	2,691,918	2,691,918	2,104,853	200,000	150,000	16,143,846
Repay GP Bridge Loan						0			0
Repay Construction Loan						2,132,924			2,132,924
Other Syndication Costs	0								0
SUBTOTAL OTHER ITEMS	0	0	0	0	0	2,132,924	0	0	2,132,924
TOTAL USES OF FUNDS	2,921,321	2,691,918	2,691,918	2,691,918	2,691,918	4,237,777	200,000	150,000	18,276,770
Ending Cash	4,280,196	3,789,795	2,174,395	558,994	0	-167,219	-167,219	-167,219	-167,219

TDC/Unit with t
Acq/Rehab
Adapt Reuse
New Constr
Total

PROJECT FINANCING

Source		Amount	Rate	Term	Lien	Annual D/S		
						Yr. 1-5	Yr. 6-15	Yr. 16-30
Source 1:	MSHA Subsidy	1,000,000	0.00%	30	First	0	0	0
Source 2:	HUD 221(d)(4)	5,625,000	4.60%	40	First	307,807	307,807	307,807
Source 3	Conventional First Mortgage	0	0.00%	0	First	0	0	0
Source 4	Other: Amortizing Mortgage	0	0.00%	40	Second	0	0	0
Source 5	Other: AHP Subsidy	500,000	0.00%	0	Second	0	0	0
Source 6	Other: City FedHOME	300,000	0.00%	30	Second	0	0	0
Source 7	Other: TD Grant	325,000			Third		Grant	
Source 8	NeighborWorks Loan	0			Unsecured		Cash Flow	
Source 9	Development Fee Loan	1,049,845			Unsecured		Cash Flow	
Source 10	Net Syndication	7,176,782	\$0.90					
	Capitalization Gap (Surplus)	167,219						
	Total	16,143,846						

COLLATERAL COVERAGE

	Total	Per Unit
Projected Mortgage	5,625,000	70,313
Appraised Market Value	8,881,631	111,020
Loan to Value Ratio	63%	
Market Rent Differential	428,268	446
Supportable Mort.: Unrestricted	13,451,346	168,142
Subsidy per Unit		12,500
Subsidy per Low Income Unit		20,833

PROPOSED RENT SCHEDULE								
Type	AMI	# Units	Rents from Applicant	Program Max Rents	Gross Rent	Market Rent	Utility Allow.	Total Rent
Efficiency	50% LIHTC	7			718	\$1,155	34	57,456
	50% AMI	2			718	\$1,155	34	16,416
	Market	6			1,155	\$1,155		83,160
								0
15								0
1BR	50% LIHTC	15			770	\$1,350	40	131,400
	50% AMI	2			770	\$1,350	40	17,520
	Market	23			1,350	\$1,350		372,600
								0
40								0
2BR	50% LIHTC	4			923	\$1,615	50	41,904
	Market	3			1,615	\$1,615		58,140
	40% LIHTC	5			738	\$1,615	50	41,280
								0
12								0
3BR	40% LIHTC	8			854	\$2,070	60	76,224
	50% LIHTC	5			1,067	\$2,070	60	60,420
								0
								0
13								0
4BR								0
								0
								0
								0
0								0
Other:								0
								0
Subtotals					80			956,520
						Vacancy Rate	7%	(66,956)
						Other Income	TIF	117,000
						Other Income	Laundry	6,000
						Effective Gross Income		1,012,564

AFFORDABLE MORTGAGE CALCULATION			
Effective Gross Income		1,012,564	
Annual Operating Expense		641,485	
Stabilized NOI		371,079	
DSC	1.15	48,402	
\$ Avail for D/S		322,677	
Other DS		0	
Balance		322,677	
Affordable Mortgage	4.60%	5,896,736	

BREAKEVEN ANALYSIS:		RENT SENSITIVITY	OCCUPANCY
		Total	Annual
Operating Expense		641,485	Gross Revenues 1,079,520
Debt Service		307,807	
Breakeven Rent		989	Breakeven Occupancy 88%

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fees	53,374	667	56
Management Charges	53,374	667	56
Marketing Expenses	150	2	0
Legal Expenses	1,000	13	1
Auditing Expenses	5,500	69	6
Bad Debts		0	0
Other Administrative Expenses	15,000	188	16
Administrative Expenses	128,398	1,605	134
Operating Expenses:			
Janitorial Payroll		0	0
Janitorial Supplies and Equipment		0	0
Janitorial Contractual Services		0	0
Fuel and Gas	48,000	600	50
Electricity	28,800	360	30
Water and Sewer	34,000	425	35
Garbage and Trash Removal		0	0
Vehicle and Equipment Expenses		0	0
Other Operating Expenses		0	0
Operating Expenses	110,800	1,385	115
Maintenance Expenses:			
Snow Removal	5,000	63	5
Grounds Tools and Supplies	5,000	63	5
Grounds Contractual Services		0	0
Miscellaneous Ground Maintenance	15,000	188	16
Tenant Damage Charges - Grounds		0	0
Building Maintenance Payroll		0	0
Building Tools and Supplies	7,500	94	8
Building Contractual Services	44,000	550	46
Building Systems Maintenance	50,000	625	52
Miscellaneous Building Maintenance	36,000	450	38
Tenant Damage Charges - Building		0	0
Maintenance Expenses	162,500	2,031	169
General Expenses:			
Property Taxes	156,000	1,950	163
Property and Liability Insurance	28,000	350	29
Tenant Computer Network Expense		0	0
Tenant Service Expenses	15,787	197	16
General Expenses	199,787	2,497	208
Replacement Reserve Funding	40,000	500	42
Commercial Expenses (if applicable)		0	0
Total	641,485	8,019	668

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT

	18 Months											
	6/30/19	12/31/20	12/31/21	12/31/22	12/31/23	12/31/24	12/31/25	12/31/26	12/31/27	12/31/28	12/31/29	12/31/30
Effective Gross Income		1,518,845	1,032,815	1,053,471	1,074,541	1,096,031	1,117,952	1,140,311	1,163,117	1,186,380	1,210,107	1,234,309
Less Operating Expense		962,227	680,729	680,551	700,968	721,997	743,657	765,966	788,945	812,614	836,992	862,102
Net Operating Income		556,618	372,085	372,920	373,573	374,035	374,295	374,345	374,172	373,766	373,115	372,207
Less RLP Repay		461,711	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807
Less Other Repay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		94,907	64,278	65,112	65,765	66,227	66,488	66,537	66,364	65,958	65,308	64,400
Cash Flow per Unit		791	803	814	822	828	831	832	830	824	816	805
Debt Coverage Ratio(RLP)		1.21	1.21	1.21	1.21	1.22	1.22	1.22	1.22	1.21	1.21	1.21
Principal Balance(RLP)	6,625,000	6,548,966	6,495,289	6,439,090	6,380,250	6,318,646	6,254,148	6,186,619	6,115,918	6,041,895	5,964,395	5,883,253
Conventional First Mortgage	0	0	0	0	0	0	0	0	0	0	0	0
Other: Amortizing Mortgage	0	0	0	0	0	0	0	0	0	0	0	0
Other: AHP Subsidy	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Other: City FedHOME	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Principal Balance(Other)	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Operating Reserve Balance	474,646	498,378	523,297	549,462	576,935	605,782	636,071	667,875	701,269	736,332	773,149	811,806

Total Cash Flow
Projected over 12 Years

876,332

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued

	Yr 15											
	12/31/31	12/31/32	12/31/33	12/31/34	12/31/35	12/31/36	12/31/37	12/31/38	12/31/39	12/31/40	12/31/41	
Effective Gross Income	1,258,996	1,284,175	1,309,859	1,336,056	1,362,777	1,403,661	1,445,770	1,489,144	1,533,818	1,579,832	1,627,227	
Less Operating Expense	887,965	914,604	942,042	970,303	999,412	1,029,395	1,060,277	1,092,085	1,124,848	1,158,593	1,193,351	
Net Operating Income	371,031	369,571	367,817	365,753	363,365	374,266	385,494	397,059	408,970	421,239	433,877	
Less RLP Repay	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807	307,807	
Less Other Repay	0	0	0	0	0	0	0	0	0	0	0	
Cash Flow	63,223	61,764	60,009	57,945	55,557	66,458	77,686	89,251	101,163	113,432	126,069	
Cash Flow per Unit	790	772	750	724	694	831	971	1,116	1,265	1,418	1,576	
Debt Coverage Ratio(RLP)	1.21	1.20	1.19	1.19	1.18	1.22	1.25	1.29	1.33	1.37	1.41	
Principal Balance(RLP)	5,883,253	5,798,299	5,709,353	5,616,229	5,518,729	5,416,649	5,309,773	5,197,875	5,080,721	4,958,062	4,829,640	
Conventional First Mortgage	0	0	0	0	0	0	0	0	0	0	0	
Other: Amortizing Mortgage	0	0	0	0	0	0	0	0	0	0	0	
Other: AHP Subsidy	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Other: City FedHOME	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Principal Balance(Other)	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000	
Operating Reserve Balance	811,806	852,396	895,016	939,767	986,755	1,036,093	1,087,898	1,142,293	1,199,407	1,259,378	1,322,346	



To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Deering Place
Date: 10/24/17

Executive Summary

Avesta requests \$300,000 in HOME funding and a 75% 30 year TIF to support the Deering Place development which will completely reconfigure the four lots currently combined as the 61 Deering Street/510 Cumberland Avenue property:

- A new building containing 27 apartment units will be built at 61 Deering Street, along with 5 parking spaces;
- An addition will be constructed on 510 Cumberland Avenue, adding 33 new apartment units and covered parking;
- The existing 510 Cumberland Avenue commercial space will be reconfigured into 7 apartments and covered parking;
- The existing 13 apartment units at 510 Cumberland Avenue will be renovated;
- The historic structure at 73 Deering will be removed from the existing property description and use restrictions and sold for an estimated \$500,000;
- The existing playground will be removed.

In total, the new configuration will include 80 apartment units, ranging in size from efficiency to 3 bedrooms. It will include a community room, a telemedical room, laundry facilities in each building, and 64 parking spaces.

The project will serve a mixed income population, with 32 market rate units and 48 affordable units. Thirteen units will continue to serve households at 40% of AMI, per the existing affordability restriction with Maine Housing. The remaining 35 affordable units will serve households at 50% AMI.

Avesta acquired the 61 Deering Street/510 Cumberland Avenue property from Opportunity Alliance on October 25, 2016, along with a parking lot and a historic building located at 73 Deering Street, with a total of 16 residential apartments and underutilized commercial space. A Capital Needs Assessment concludes that the properties are in reasonable condition considering their age (built in 1900 and 1920) but that both buildings have major systems which are nearing the end of their useful lives, and there are deferred maintenance items which need immediate attention. The four lots **jointly** secure a \$1,550,000 mortgage held by Gorham Savings Bank. This is an interest only balloon loan, with a 2 year term and interest only payments at 3.5%. These properties also secure a \$500,000 short term note from the seller (Opportunity Alliance), for a total debt of \$2,050,000 on the properties.

In addition, there is a use agreement with Maine Housing also dated October 25, 2016, restricting the use of the residential units to affordable housing until at least 2038 (21 years from now). Maine Housing has agreed to transfer the existing affordability restriction on the 3 residential units at 73 Deering (the portion of the property slated for sale) to 3 newly constructed units. This will allow 73 Deering to be sold without affordability restrictions, substantially increasing its market value.

Sources and Uses

Maine State Housing Subsidy	\$1,000,000
HUD 221(d)(4)	\$5,719,940
FHLB AHP Subsidy	\$ 500,000
City of Portland HOME	\$ 300,000
TD Bank (grant)	\$ 325,000
Deferred Developer Fee	\$1,039,123
LIHTC Equity	<u>\$7,176,782</u>
Total Sources:	\$16,060,845

The sources for this project have been identified and significant progress made towards securing conceptual agreement around the financing structure. The AHP application has been submitted and the AHP announcement is expected in December 2017. Gorham Savings Bank, the current mortgage holder, has issued a term sheet for a construction loan, including their support for the AHP application and to purchase a portion of the LIHTC equity. The application for LIHTCs and additional subsidy funding to Maine Housing is being prepared for submission in January. Boston Capital has issued an offer to purchase tax credits, if allocated, at \$.90. There is a letter of conditional commitment subject to HUD approval – effectively a letter of interest outlining proposed terms -- from Lancaster Pollard Mortgage Company for a 221(d)(4) loan.

Avesta is very experienced with Maine State Housing Finance application processes and is an experienced LIHTC developer. They are first time applicants to HUD under the 221(d)(4) program. HUD 221(d)(4) funding provides very attractive terms but is costly to secure and typically only the highest quality borrowers are approved. If Avesta succeeds in accessing 221(d)(4) funding, that will be a valuable new source of affordable 1st mortgage capital for Avesta's future affordable housing developments.

Historic and zoning approvals are expected 12/15/17.

For analysis of "Uses," see Development Budget.

Development Budget

Construction Costs:

The construction costs are based on an estimate provided by Zachau Construction in August, 2017. The contractor has included a 6.5% contingency, estimating 5% for new construction and higher for renovation.

Developer profit, overhead, and general conditions is run at 14.5%, the high end of what should be approved for a project. However, this will be a complex construction management project with infill construction in close quarters and renovation of an occupied property. Given the complexity of the task, 14.5% is reasonable.

The average per unit construction cost is \$133,000. Construction cost per square foot ranges from \$125 for Building A renovation (average of both renovation of existing units and adaptive re-use of



commercial space for apartments and parking) to \$168/sq foot for the Building A addition to \$179/sq foot for Building B. Construction cost are 64% of the total development cost.

Soft Costs:

Soft costs total \$44,664/unit, which is a modest 23% of the total development cost. Soft costs are generally on the low end of, or in line with, industry standards. Costs associated with the permanent loan are on the high side, as is necessary for 221(d)(4) financing. Relocation is budgeted at \$1,154/unit, which will require the 13 existing residents be relocated in the building rather than paying rent for an apartment off site. That should be feasible, but does add further complexity to an already complicated construction schedule.

The developer fee totals \$1,714,123, which is 12.6% of total development cost (excluding reserves and developer's fee). That is a reasonable return for a complex development, particularly one taken on "at risk" ie Avesta acquired the property while it was operating at a substantial loss and before a plan for its redevelopment could be finalized. In addition, \$1,039,123 of that fee, or 61% of the total fee, will be deferred.

Contingency:

The 6.5% hard cost contingency is from the contractor's estimate. This is low for this stage in budget estimating, based on 5% for new construction and somewhat higher for renovation. This concern is partially mitigated by the fact that much of the renovation budget is essentially new construction of residential units within an existing shell, which reduces the unknowns which can unexpectedly drive up renovation costs. It is not clear what factor, if any, the contractor has built in for construction inflation between now and start of construction.

Soft cost contingency is a scant \$25,000, not quite 2% of budgeted soft costs.

Acquisition:

The limited partnership will acquire the properties from Avesta for an acquisition price of \$1,500,000 -- for the 3 parcels which will be retained in the development. An appraisal as of August 30, 2016 supports an "as is, as restricted" valuation of \$2,080,000 of the existing 4 parcels. The appraisal considered only the income approach to valuation and did not break out the value of the separate parcels. This makes it difficult to evaluate the reasonableness of the proposed acquisition price. It is not obvious that \$500,000 of the \$2.08 million valuation should be allocated to 73 Deering, particularly after the affordability restriction is removed from the 73 Deering property. Avesta anticipates that the \$1.5 million acquisition price, combined with sales proceeds estimated at \$500,000 for the existing historic structure at 73 Deering St, will retire the entire existing debt. A current appraisal for the parcels acquired, plus an "as built" valuation, should be required prior to closing to establish the limited partnership is not overpaying for the 3 parcels retained as the project site.

Operating Budget & 20 Year Cashflow Projection

Project Income:



This mixed income project will serve households at range of incomes from 40% AMI to market rate. The very high demand for affordable units insures that the units affordable to households at 40% and 50% AMI will be rented – Avesta has a waiting list of over 100 households for the 13 existing 3 bedroom units.

The market rate units require some additional care because there is more market rate construction under way which may ultimately depress rents at the top of market range. In addition, market rate units in affordable project sometimes require a discount to market rate due to potential negative perception among market rate renters about living in a complex which is majority affordable units. This does not seem to be the case for Avesta's Portland portfolio. Avesta's Portland portfolio is operating with a 1.4% vacancy rate overall, and no noticeable difference in vacancy rate or marketing times for their market rate units according to their property management staff. The current operating budget uses the market rents concluded by their market study without a discount.

The market study dated August 25, 2017, though documenting the capture rate for the affordable units (1.22% in 2017) does not address capture rate for market units. If an updated market study is commissioned, it should include the capture rate for the market rate units and an estimated lease up schedule for the market units.

Other budgeted income is \$6,000/year laundry income and a 75%, 30 year TIF with an estimated year 1 value of \$113,663.

Operating Expense

Operating expenses per unit per year appear to be at the top end of industry standard at \$8,019, in large part because this includes the full property tax liability as an expense. A property with a PILOT which provided the comparable level of property tax relief to the requested TIF would show operating expenses of \$6,557, which is in the typical range for affordable housing nationally. In addition, supportive services are included at \$15,787, which is \$197/unit/year. Once the TIF and supportive service funding are factored out, the operating costs are within the normal range for industry standard. Maintenance expense (\$2,031/unit) and replacement reserves (\$500/unit) are also on the high end for a project which is primarily new construction. The property should not suffer from further deferred maintenance going forward.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

The year 1 debt service coverage is comfortable at 1.19 with a 7% vacancy per the standard requirements of the 221(d)(4) program. With industry standard inflators of 2% for income and 3% for expense, the DSCR increases to 1.20 before declining gradually to 1.12 in year 20. Given the nature of the Portland housing market, with very limited supply of affordable units relative to demand, a 7% vacancy is quite conservative. A more likely scenario is the market units operating at a 5% vacancy and the affordable units operating at 3% (or lower) vacancy. Running an average of 4% vacancy results in a dscr of 1.29 in year 1, peaking at 1.31, and a year 20 dscr of 1.26.

With a 4% average vacancy, the HOME loan can be fully repaid to City of Portland from 20% of cashflow in year 17, while the developer fee loan would be fully retired in year 14 with payment of 75% of cashflow.



Developer Financials

Avesta closed out 2016 in very good and improving financial condition, with current assets of \$9.4 million and current liabilities of \$4.7 million. The resulting Current Ratio (current assets divided by current liabilities) is 2.03, a significant improvement over their 1.17 current ratio in 2015 – due primarily to reducing their current liabilities by 43%. Net assets were \$123 million, up almost \$13 million over 2015. There has been annual, substantial growth in net assets since 2012, when net assets were \$66 million – almost doubling in 5 years. In 2016, revenues were up \$2 million (7.7% over 2015). Depreciation resulted in a paper loss of \$3,237,031, which is typical for a company with this financial structure, but this paper loss was far more than outweighed by the growth in real estate equity. With assets almost double their liabilities, it is safe to say Avesta is not over leveraged.

This developer has the financial capacity to intervene in a development facing unexpected set backs and or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin contingencies.

Recommendations

I recommend a loan in the amount of no more than \$300,000, 30 years, zero percent interest, with repayment annually of 20% of cashflow, and a 75% TIF for 30 years, with the following conditions prior to loan closing:

1. Satisfactory review of a final development budget and operating pro forma which is consistent with the commitments of all source, including a cashflow waterfall acceptable to the City;
2. Any net proceeds of the sale of 73 Deering Place (after debt is retired, payment of settlement expenses, adjustment for any operating losses during the pre-development holding period, and any legal expense related to separation of the parcels) to be used to reduce the HOME loan amount.
3. Satisfactory review of a current appraisal ("current" as of date of loan closing) which breaks out the "as is" and "as built" values for each of the four existing parcels, to insure the limited partnership is not overpaying for the site.
4. Final rent schedules to be compared to maximum allowable rents and applicable utility allowance charts to determine final maximum rent rates.
5. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14.5% of net construction costs.

Development Budget with Permanent Sources

Date October 20, 2017
 Project Name Deering Place
 Project Address 510 Cumberland & 61 Deering Place
 Developer/Sponsor Avesta

Total Units 80
 Total Square Feet 54,530 (residential)
 Parking Sq Feet 11,250

	<u>Total</u>	<u>Per Unit</u>	<u>Per Sq Ft</u>
Sources of Funds			
HUD 221(d)(4) - 1st Lien	\$5,719,940	\$71,499	\$87
City of Portland HOME	\$300,000	\$3,750	\$5
MSHA Subsidy	\$1,000,000	\$12,500	\$15
AHP Subsidy + TD Grant	\$825,000	\$10,313	\$13
Deferred development fee	\$1,039,123	\$12,989	\$16
Net Syndication Proceeds	\$7,176,782	\$89,710	\$109
Total Sources of Funds	\$16,060,845	\$200,761	\$244
Surplus/(GAP)	\$0		

Uses of Funds

Hard Costs			
Site Improvements	\$562,500	\$7,031	\$9
Rehabilitation		\$0	\$0
New Construction	\$8,179,319	\$102,241	\$124
Contractor's Profit, C	14.5% \$1,264,043	\$15,801	\$19
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$92,858	\$1,161	\$1
Other		\$0	\$0
Hard Cost Contingent	6.5% \$660,420	\$8,255	\$10
Total Hard Costs	\$10,759,140	\$134,489	\$164

Soft Costs			
Building Permit & Fees	\$110,043	\$1,376	\$2
Survey & Engineering	\$51,000	\$638	\$1
Design & Permitting	3.9% \$342,900	\$4,286	\$5
Borrower Legal (all closings, excluding)	\$48,000	\$600	\$1
Title & Recording	\$15,000	\$188	\$0
Accounting	\$10,000	\$125	\$0
Construction Period Taxes	\$13,000	\$163	\$0
Construction Period Insurance	\$30,000	\$375	\$0
Other: FF&E, Security	\$33,000	\$413	\$1
Other		\$0	\$0
Total Soft Costs	\$652,943	\$8,162	\$10

Financing Costs

Construction Loan Origination Fees	\$7,852	\$98	\$0
Construction Period Interest	\$224,489	\$2,806	\$3
Lender Inspection Fees		\$0	\$0
Letter of Credit Fee		\$0	\$0
Permanent Loan Fee	\$184,678	\$2,308	\$3
Construction Lender Legal		\$0	\$0
Other	\$41,150	\$514	\$1
Total Financing Costs	\$458,169	\$5,727	\$7

Miscellaneous

Market Survey	\$5,500	\$69	\$0
Appraisal	\$6,000	\$75	\$0
Environmental Study	\$3,500	\$44	\$0
LIHTC Fees -- prepaid monitoring	\$89,875	\$1,123	\$1
Other: Commissioning	\$62,000	\$775	\$1
Relocation Costs	\$15,000	\$188	\$0
Other	\$0	\$0	\$0
Soft Cost Contingency 3.79%	\$48,989	\$612	\$1
Total Miscellaneous:	\$230,864	\$2,886	\$10

Acquisition

Acquisition: Buildings	\$600,000	\$7,500	\$9
Acquisition: Land	\$900,000	\$11,250	\$14
Acquisition: Legal	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Acquisition	\$1,500,000	\$18,750	\$23

Reserves and Developer Fee

Operating Deficit Escrow	\$477,244	\$5,966	\$7
Prefunded Replacement Reserve	\$95,362	\$1,192	\$1
Taxes & Insurance Escrow	\$106,000	\$1,325	\$2
Developer Overhead	\$750,000	\$9,375	\$11
Developer Profit	\$964,123	\$12,052	\$15
Rent Up Reserve & Marketing	\$67,000	\$838	\$1
Other	\$0	\$0	\$0
Total Reserves and Developer Fee	\$2,459,729	\$30,747	\$37

Total Uses of Funds

Total Uses of Funds	\$16,060,845	\$200,761	\$251
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Developer Fee Analysis: 12.60% \$66,271
(excluding reserves & developer fee)



Phased Sources and Uses

Predevelopment Uses	
Earnest money deposit	
Appraisal	
Environmental	
Building condition assessment	
Legal	
Architect	
Other professional fees	
Other	
Total:	\$ -

Acquisition/Construction Uses	
Predevelopment expenses included above	\$ -
Acquisition of real estate	
Construction Contract	
Construction contingency	
Soft costs (not included in predevelopment period)	
Soft cost contingency	
Other:	
Total:	\$ -

Permanent Financing	
Acquisition/construction & predev expenses above	\$ -
Lease up reserve	
Capitalized operating reserve	
Capitalized replacement reserve	
Other	
Total:	\$ -

Predevelopment Sources	Status	Rate	Term	Amount
Predevelopment loan:	Applied			\$ -
Grant:	Applied			\$ -
Developer/sponsor equity	Applied			\$ -
Resident deposits				\$ -
				\$ -
				\$ -
				\$ -
Total:				\$ -

Acquisition/ Construction Sources*	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

Permanent Financing*	Status	Rate	Term	Amount
1st mortgage:				\$ -
2nd mortgage:				\$ -
3rd mortgage:				\$ -
Grant:				\$ -
Developer/sponsor equity				\$ -
Resident downpayments				\$ -
Other				\$ -
Total:				\$ -

Project Operating Pro Forma

Date	October 17, 2017
Project Name	Deering Place
Project Address	510 Cumberland & 61 Deering Place
Developer/Sponsor	Avesta

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	9		0	50%	\$718	\$34		\$684		\$6,156	\$73,872
0 BR	6		0	market	\$1,155	\$0		\$1,155		\$6,930	\$83,160
1 BR	17		0	50%	\$770	\$40		\$730		\$12,410	\$148,920
1 BR	23		0	market	\$1,350	\$0		\$1,350		\$31,050	\$372,600
2 BR	4		0	50%	\$923	\$50		\$873		\$3,492	\$41,904
2 BR	5		0	40%	\$738	\$50		\$688		\$3,440	\$41,280
2 BR	3		0	market	\$1,615	\$0		\$1,615		\$4,845	\$58,140
3 BR	8		0	40%	\$854	\$60		\$794		\$6,352	\$76,224
3 BR	5		0	50%	\$1,067	\$60		\$1,007		\$5,035	\$60,420
4 BR			0	50%				\$0		\$0	\$0
4 BR			0	60%				\$0		\$0	\$0
Other			0	50%				\$0		\$0	\$0
Other			0	60%				\$0		\$0	\$0
Total:	80		0					\$0		\$79,710	\$956,520

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$956,520	\$11,957	\$975,650	\$995,163	\$1,015,067	\$1,035,368	\$1,056,075	\$1,077,197	\$1,098,741	\$1,120,716	\$1,143,130
Vacancy Loss 4.0%	(\$38,261)	(\$478)	(\$39,026)	(\$39,807)	(\$40,603)	(\$41,415)	(\$42,243)	(\$43,088)	(\$43,950)	(\$44,829)	(\$45,725)
Other income (laundry)	\$6,000	\$75	\$6,120	\$6,242	\$6,367	\$6,495	\$6,624	\$6,757	\$6,892	\$7,030	\$7,171
TIF	\$113,663	\$1,421	\$115,936	\$118,255	\$120,620	\$123,032	\$125,493	\$128,003	\$130,563	\$133,174	\$135,838
Effective Gross Income	\$1,037,922	\$12,974	\$1,058,681	\$1,079,854	\$1,101,451	\$1,123,480	\$1,145,950	\$1,168,869	\$1,192,246	\$1,216,091	\$1,240,413
Administrative											
Management Fee	\$53,374	\$667	\$54,975	\$56,624	\$58,323	\$60,073	\$61,875	\$63,731	\$65,643	\$67,613	\$69,641
Management Charges	\$53,374	\$667	\$54,975	\$56,624	\$58,323	\$60,073	\$61,875	\$63,731	\$65,643	\$67,613	\$69,641
Marketing Expense	\$150	\$2	\$155	\$159	\$164	\$169	\$174	\$179	\$184	\$190	\$196
Legal	\$1,000	\$13	\$1,030	\$1,061	\$1,093	\$1,126	\$1,159	\$1,194	\$1,230	\$1,267	\$1,305
Audit & Accounting	\$5,500	\$69	\$5,665	\$5,835	\$6,010	\$6,190	\$6,376	\$6,567	\$6,764	\$6,967	\$7,176
Admin Other	\$15,000	\$188	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572
Total Administrative	\$128,398	\$1,605	\$132,250	\$136,217	\$140,304	\$144,513	\$148,848	\$153,314	\$157,913	\$162,651	\$167,530
Supportive Services	\$15,787	\$197	\$16,261	\$16,748	\$17,251	\$17,768	\$18,301	\$18,851	\$19,416	\$19,998	\$20,598
Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$48,000	\$600	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034	\$60,805	\$62,629
Electric	\$28,800	\$360	\$29,664	\$30,554	\$31,471	\$32,415	\$33,387	\$34,389	\$35,420	\$36,483	\$37,577
Water / Sewer	\$34,000	\$425	\$35,020	\$36,071	\$37,153	\$38,267	\$39,415	\$40,598	\$41,816	\$43,070	\$44,362
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$110,800	\$1,385	\$114,124	\$117,548	\$121,074	\$124,706	\$128,448	\$132,301	\$136,270	\$140,358	\$144,569

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$25,000	\$313	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Maintenance	\$43,500	\$544	\$44,805	\$46,149	\$47,534	\$48,960	\$50,428	\$51,941	\$53,500	\$55,104	\$56,758
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Systems Maintenance	\$50,000	\$625	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964	\$59,703	\$61,494	\$63,339	\$65,239
Building Maintenance Contract	\$44,000	\$550	\$45,320	\$46,680	\$48,080	\$49,522	\$51,008	\$52,538	\$54,114	\$55,738	\$57,410
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$162,500	\$2,031	\$167,375	\$172,396	\$177,568	\$182,895	\$188,382	\$194,033	\$199,855	\$205,850	\$212,026

Taxes & Insurance											
Real Estate Taxes or PILOT	\$156,000	\$1,950	\$160,680	\$165,500	\$170,465	\$175,579	\$180,847	\$186,272	\$191,860	\$197,616	\$203,545
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$28,000	\$350	\$28,840	\$29,705	\$30,596	\$31,514	\$32,460	\$33,433	\$34,436	\$35,470	\$36,534
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$184,000	\$2,300	\$189,520	\$195,206	\$201,062	\$207,094	\$213,306	\$219,706	\$226,297	\$233,086	\$240,078

Replacement Reserves	\$40,000	\$500	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371	\$47,762	\$49,195	\$50,671	\$52,191
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$641,485	\$8,019	\$660,730	\$680,551	\$700,968	\$721,997	\$743,657	\$765,967	\$788,946	\$812,614	\$836,992
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Net Operating Income	\$396,437	\$4,955	\$397,951	\$399,303	\$400,483	\$401,483	\$402,293	\$402,902	\$403,301	\$403,477	\$403,421
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Debt Service											
First Lien	\$307,807	\$3,848	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807
Second Lien		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$307,807	\$3,848	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807

Cash Flow (after Must Pay Debt)	\$88,630	\$1,108	\$90,144	\$91,496	\$92,676	\$93,676	\$94,486	\$95,095	\$95,494	\$95,670	\$95,614
Debt Service Coverage Ratio	1.29		1.29	1.30	1.30	1.30	1.31	1.31	1.31	1.31	1.31

Cash Flow Debt Payments	remaining balance:	\$282,274	\$264,245	\$245,946	\$227,411	\$208,675	\$189,778	\$170,759	\$151,660	\$132,526	\$113,404
City Portland HOME	20.0%	\$17,726	\$222	\$18,029	\$18,299	\$18,535	\$18,735	\$18,897	\$19,019	\$19,099	\$19,134
Developer Fee Loan	75.0%	\$66,473	\$831	\$67,608	\$68,622	\$69,507	\$70,257	\$70,865	\$71,322	\$71,620	\$71,753
Cash Flow Retained by Project		\$4,432	\$55	\$4,507	\$4,575	\$4,634	\$4,684	\$4,724	\$4,755	\$4,775	\$4,784

Retained Cash Flow %	1% remaining balance:	\$972,650	\$905,042	\$836,420	\$766,913	\$696,656	\$625,791	\$554,470	\$482,850	\$411,097	\$339,387
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Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$1,165,993	\$1,189,312	\$1,213,099	\$1,237,361	\$1,262,108	\$1,287,350	\$1,313,097	\$1,339,359	\$1,366,146	\$1,393,469
Vacancy Loss	4.0%	(\$46,640)	(\$47,572)	(\$48,524)	(\$49,494)	(\$50,484)	(\$51,494)	(\$52,524)	(\$53,574)	(\$54,646)
Other income (laundry)	\$7,314	\$7,460	\$7,609	\$7,762	\$7,917	\$8,075	\$8,237	\$8,401	\$8,569	\$8,741
Supportive Services Funding	\$138,555	\$141,326	\$144,152	\$147,035	\$149,976	\$152,975	\$156,035	\$159,156	\$162,339	\$165,586
Effective Gross Income	\$1,265,221	\$1,290,526	\$1,316,336	\$1,342,663	\$1,369,516	\$1,396,907	\$1,424,845	\$1,453,342	\$1,482,408	\$1,512,057
Administrative										
Advertising	\$71,730	\$73,882	\$76,099	\$78,382	\$80,733	\$83,155	\$85,650	\$88,219	\$90,866	\$93,592
Office Payroll & Benefits	\$71,730	\$73,882	\$76,099	\$78,382	\$80,733	\$83,155	\$85,650	\$88,219	\$90,866	\$93,592
Office Supplies, Phone, Misc.	\$202	\$208	\$214	\$220	\$227	\$234	\$241	\$248	\$255	\$263
Mngr or Super Rent Free Unit	\$1,344	\$1,384	\$1,426	\$1,469	\$1,513	\$1,558	\$1,605	\$1,653	\$1,702	\$1,754
Audit & Accounting	\$7,392	\$7,613	\$7,842	\$8,077	\$8,319	\$8,569	\$8,826	\$9,091	\$9,363	\$9,644
Admin Other	\$20,159	\$20,764	\$21,386	\$22,028	\$22,689	\$23,370	\$24,071	\$24,793	\$25,536	\$26,303
Total Administrative	\$172,556	\$177,733	\$183,065	\$188,557	\$194,213	\$200,040	\$206,041	\$212,222	\$218,589	\$225,147
Supportive Services	\$21,216	\$21,853	\$22,508	\$23,184	\$23,879	\$24,596	\$25,334	\$26,094	\$26,876	\$27,683
Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$64,508	\$66,443	\$68,437	\$70,490	\$72,604	\$74,782	\$77,026	\$79,337	\$81,717	\$84,168
Gas	\$38,705	\$39,866	\$41,062	\$42,294	\$43,563	\$44,869	\$46,216	\$47,602	\$49,030	\$50,501
Water / Sewer	\$45,693	\$47,064	\$48,476	\$49,930	\$51,428	\$52,971	\$54,560	\$56,197	\$57,883	\$59,619
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Utilities	\$148,906	\$153,373	\$157,974	\$162,714	\$167,595	\$172,623	\$177,801	\$183,136	\$188,630	\$194,288

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Exterminating	\$58,460	\$60,214	\$62,021	\$63,881	\$65,798	\$67,772	\$69,805	\$71,899	\$74,056	\$76,278
Trash Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance	\$67,196	\$69,212	\$71,288	\$73,427	\$75,629	\$77,898	\$80,235	\$82,642	\$85,122	\$87,675
Elevator, HVAC, pool contracts	\$59,132	\$60,906	\$62,733	\$64,615	\$66,554	\$68,551	\$70,607	\$72,725	\$74,907	\$77,154
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$218,386	\$224,938	\$231,686	\$238,637	\$245,796	\$253,170	\$260,765	\$268,588	\$276,645	\$284,945

Taxes & Insurance										
Real Estate Taxes or PILOT	\$209,651	\$215,940	\$222,419	\$229,091	\$235,964	\$243,043	\$250,334	\$257,844	\$265,580	\$273,547
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$37,630	\$38,759	\$39,921	\$41,119	\$42,353	\$43,623	\$44,932	\$46,280	\$47,668	\$49,098
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$247,281	\$254,699	\$262,340	\$270,210	\$278,317	\$286,666	\$295,266	\$304,124	\$313,248	\$322,645

Replacement Reserves	\$53,757	\$55,369	\$57,030	\$58,741	\$60,504	\$62,319	\$64,188	\$66,114	\$68,097	\$70,140
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total Expenses	\$862,102	\$887,965	\$914,604	\$942,042	\$970,304	\$999,413	\$1,029,395	\$1,060,277	\$1,092,085	\$1,124,848
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Net Operating Income	\$403,119	\$402,561	\$401,732	\$400,621	\$399,213	\$397,494	\$395,450	\$393,065	\$390,323	\$387,209
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Debt Service										
First Lien	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807
Second Lien	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807	\$307,807

Cash Flow (after Must Pay Debt)	\$95,312	\$94,754	\$93,925	\$92,814	\$91,406	\$89,687	\$87,643	\$85,258	\$82,516	\$79,402
Debt Service Coverage Ratio	1.31	1.31	1.31	1.30	1.30	1.29	1.28	1.28	1.27	1.26

Cash Flow Debt Payments										
DHCD	20.0%	\$19,062	\$18,951	\$18,785	\$18,563	\$18,281	\$17,937	\$17,529	\$17,052	\$16,503
Developer Fee Loan	75.0%	\$71,484	\$71,065	\$70,444	\$69,610	\$68,554	\$67,265	\$65,732	\$63,943	\$61,887
Cash Flow Retained by Project		\$4,766	\$4,738	\$4,696	\$4,641	\$4,570	\$4,484	\$4,382	\$4,263	\$4,126

Retained Cash Flow %	1%	\$267,902	\$196,837	\$126,393	\$56,783	(\$11,771)	(\$79,036)	(\$144,768)	(\$208,711)	(\$270,599)	(\$330,150)
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*Order 105-17/18
Feb 28 11-6-17*

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 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO
THE DEERING PLACE CREDIT ENHANCEMENT AGREEMENT WITH AVESTA
DEERING PLACE LP**

ORDERED, that the credit enhancement agreement between the City of Portland and Avesta Deering Place LP related to the Deering Place Affordable Housing Tax Increment Financing District is hereby approved and the City Manager is authorized to sign the agreement in substantially the form attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

*Order 106-17/18
Tab 29 11-6-17*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
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**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 SECOND MODIFICATION TO AGREEMENT BETWEEN
PORTLAND AND MAINE DEPARTMENT OF TRANSPORTATION
RE: WOODFORD'S CORNER INTERSECTION IMPROVEMENTS**

ORDERED, that the two-party agreement between the Maine Department of Transportation (MDOT) and the City of Portland, for intersection improvements on Forest Avenue and Woodford's Corner, with the MDOT identification number of 20543, 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.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Chris Branch, PE, Director of Public Works
Katherine Earley, PE, Engineering Manager/City Engineer
Jeremiah Bartlett, PE, PTOE, Transportation Systems Engineer

DATE: October 23, 2017

SUBJECT: Woodford's Corner – Second Modification of Two-Party Agreement with MaineDOT

SPONSOR: Jon Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading November 6, 2017 **Final Action** November 20, 2017

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

This agreement modification is vital to meeting anticipated billing from MaineDOT in December of 2018 and incorporating the additional funding request into the FY19 CIP process.

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

I. ONE SENTENCE SUMMARY

Following an award to the lowest-bid Contractor, the actual construction cost has increased, therefore we must modify the City/MaineDOT agreement authorized previously by Order #172-14/15 and again by Order #152-16/17.

II. AGENDA DESCRIPTION

City Council action is necessary to **modify** the two-party agreement with MaineDOT for the Woodford's Corner Intersection Improvement project. The original two-party agreement was approved by the City Council on March 21, 2016 (Council Order 172-14/15) and updated via the Council on June 5, 2017 (Council Order 265-16/17).

The lowest bid for the project received by MaineDOT and ultimately awarded was above the engineer estimates, which translates into a higher-than-anticipated construction cost. As such, additional funding is needed from the City (as well as MaineDOT and the various utilities involved with the project) to satisfy invoices expected in late 2017 and again at the end of the project.

III. BACKGROUND

This intersection improvement project evolved as a specific recommendation of the City's *Transforming Forest Avenue Study* and was initially funded by the 2014/2015 PACTS TIP Program. Specific objectives include improving the multi-modal features and vehicular capacity, reducing cut-thru traffic in the Back Cove neighborhood, neighborhood place-making, and retaining the City's Quiet Zone status. The project is now under construction and will be completed in late 2018. Several meetings with specific stakeholders have taken place, in addition to several public meetings being held. The City's web site has established a link specific to this project at: <http://www.portlandmaine.gov/1705/Woodfords-Corner>

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

This project advances recommendations from the *Transforming Forest Avenue Study* adopted by City Council in 2012 as well as US EPA water quality requirements as part of the City's CSO Program Compliance Order and Railroad Quiet Zone requirements as imposed by FRA.

V. FINANCIAL IMPACT

The project is now estimated to cost \$5,020,266.92, not including \$3,044,275.92 in non-participatory utility costs. The City's Local Share obligations are 10% for the core of the project, i.e. sidewalk, signal and other transportation items. The City has added design, paving, rail crossing work, and street reconstruction not covered by Federal and State shares and therefore pays up 100% of those costs, excepting additional funding added by MaineDOT for rail work. Appendix A of the agreement spells out all the details; the total estimated amount owed by the City now is \$2,085,093.02, or an increase of \$878,240.92 since Modification #1.

Following DPW discussions with the Finance Director, the funding resource to address the additional costs associated with this project is to be an FY19 CIP request.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Funding resources for the City share to date include:

- A. Four specific CIP accounts will supply the funding for the original costs (\$640,477.10) in the existing agreement of March 2016:
 - Entirety of C13101 (Local Match account for this project) = \$250,000
 - Allowance from C13403 (Railroad Quiet Zone) = \$50,000
 - Expected surplus from C13102 (Exit 6 project) = \$150,000
 - Portion of C15401 (Forest/State/Marginal) = \$190,477.10 (of the \$400,000 total appropriation)
- B. To provide the increased value of the City's match (\$566,375) for the first modified agreement, the following existing CIP resources are being utilized:
 - Remainder of C13403 (Railroad Quiet Zone) = \$31,039.72
 - Remainder of C14403 (Railroad Quiet Zone) = \$98,233.57

- Portion of C15404 (Railroad Quiet Zone) = \$97,550.93 (of the total \$400,000 appropriation)
 - Remainder of C15401 (Forest/State/Marginal) = \$209,522.90
 - Portion of C17102, Paving Preservation and Rehabilitation = \$130,027.88
- C. To provide sufficient funding as per the updated three-party agreement in Modification #2, the following CIP item is anticipated:
- FY19 CIP request of \$878,240.92

VII. RECOMMENDATION

The Department of Public Works supports the significant street and utility outcomes associated with this project, and, despite the actual bid cost, strongly recommends authorizing this agreement. Although costs have risen substantially as the project design has progressed, the City still enjoys the benefit of a 58% leveraged Transportation project that implements the #1 priority of the *Transforming Forest Avenue Study*, and addresses a major area of concern for our US EPA water quality compliance requirements.

VIII. LIST ATTACHMENTS

- MaineDOT Municipal/State agreement

Prepared by: Jeremiah Bartlett, PE, PTOE

Date: February 16, 2017; RVS #1 2/27/17; RVS #2 10/23/17

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APPENDIX A CON'T.
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO FOREST AVENUE/WOODFORD'S CORNER

FEDERAL AID PROJECT NO. STP-2054(310)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20543.10

Project Scope: Upgrade the Railroad crossing signals and gates to current standards and to meet the new roadway and pedestrian facility widths.

Funding Outline: The Total Project Estimated Cost for WIN 020543.10 is \$ 1,212,900.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			Federal	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	10.0%	\$ 500.00	90.0%	\$ 4,500.00	0.0%	\$ -	\$ 5,000.00
Right of Way	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	\$ -
Construction	10.0%	\$ 27,112.78	90.0%	\$ 244,015.00	0.0%	\$ -	\$ 271,127.78
Construction	100.0%	\$ 276,824.22	0.0%	\$ -	0.0%	\$ -	\$ 276,824.22
Construction	0.0%	\$ -	90.0%	\$ 592,468.20	10.0%	\$ 65,829.80	\$ 658,298.00
Construction Engineering	10.0%	\$ 165.00	90.0%	\$ 1,485.00	0.0%	\$ -	\$ 1,650.00
PROJECT SHARES		\$ 304,602.00		\$ 842,468.20		\$ 65,829.80	\$ 1,212,900.00
Total Cost of Additional Work	100.0%	\$ -					
TOTAL ESTIMATED MUNICIPAL		\$ 304,602.00					

(Check if applicable)

☐ Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	-

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

1.

Invoicing will include the following:

- 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor,

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
PORTLAND	\$1,134,388.88	Paid
PORTLAND	\$193,174.15	12/1/2017
PORTLAND	\$757,529.99	3/15/2019
Total Receivable Amount:	\$2,085,093.02	

- Portion of C15404 (Railroad Quiet Zone) = \$97,550.93 (of the total \$400,000 appropriation)
 - Remainder of C15401 (Forest/State/Marginal) = \$209,522.90
 - Portion of C17102, Paving Preservation and Rehabilitation = \$130,027.88
- C. To provide sufficient funding as per the updated three-party agreement in Modification #2, the following CIP item is anticipated:
- FY19 CIP request of \$878,240.92

VII. RECOMMENDATION

The Department of Public Works supports the significant street and utility outcomes associated with this project, and, despite the actual bid cost, strongly recommends authorizing this agreement. Although costs have risen substantially as the project design has progressed, the City still enjoys the benefit of a 58% leveraged Transportation project that implements the #1 priority of the *Transforming Forest Avenue Study*, and addresses a major area of concern for our US EPA water quality compliance requirements.

VIII. LIST ATTACHMENTS

- MaineDOT Municipal/State agreement

Prepared by: Jeremiah Bartlett, PE, PTOE

Date: February 16, 2017; RVS #1 2/27/17; RVS #2 10/23/17

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Revised 10-2017\Agenda request Memo REVISED Oct 23 2017.docx

Internal Use Only

TEDOCS #: _____

DOT Generated #: DOT0516-35945

CSN#: 35945

MODIFICATION # 2 TO MUNICIPAL/STATE AGREEMENT

MaineDOT Program / Division / Office: Multimodal Program

MaineDOT Contact Person: Aurele Gorneau II

Project Location: Portland

State W.I.N. #: 020543.00/020543.10

Federal W.I.N. #: STP-2054(300)/HAZ-2054(310)

Vendor Customer #: 17A12984

Original Agreement Receivable Amount: \$640,477.10

Current Agreement Receivable Amount: \$1,206,852.10

Modified Agreement Receivable Amount: \$2,085,093.02 ☐ N/A

Current Agreement Expiration Date: 5/20/2019

Modified Agreement Expiration Date: _____ ☒ N/A

This Modification hereby amends a Municipal/State Agreement (Agreement) that was executed by MaineDOT on 5/20/2016, with the Municipality of PORTLAND for FOREST AVENUE/WOODFORD'S CORNER for the above referenced project as follows:

The following checked appendices are hereby incorporated into this modification by reference:

- ☒ Appendix A – Project scope, cost sharing, and payment schedule
- ☐ Appendix B – Bicycle/Pedestrian Facility Maintenance
- ☐ Appendix B – Landscape Maintenance
- ☐ Appendix B – Lighting/Flashing Beacon Operation and Maintenance
- ☐ Appendix B – Traffic Signal Operation and Maintenance
- ☐ Appendix C – Additional work requested by Municipality

☒ **Increased Receivable Amount.** The Municipal Share (estimated receivable amount) of the Agreement shall be increased by: \$878,240.92 from \$1,206,852.10 to \$2,085,093.02.

☐ **Expiration Date.** The Expiration Date of the Agreement shall be extended from _____ to _____.

☐ **Change in Scope of Work.** The Scope of Services specified in the Agreement shall be modified by _____

All other terms and conditions of the original Agreement shall remain in effect. This Modification hereby becomes part of the original Agreement. MaineDOT and the Municipality of PORTLAND, by their duly authorized representatives, have executed this modification to said original Agreement, which shall become effective on the date last signed below.

MUNICIPALITY OF PORTLAND

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
Jon Jennings, City Manager

By: _____
William A. Pulver, Director
Bureau of Project Development

Date

Date

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project
MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO FOREST AVENUE/WOODFORD'S CORNER

FEDERAL AID PROJECT NO. STP-2054(300)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20543.00

Project Scope:

Reconfigure Forest Ave. traffic pattern at Woodford's Corner and Ocean Ave, widen sidewalks, add streetscape aesthetics, extend shared lane bikeways and reduce crossing distances for pedestrians.

Funding Outline:

The Total Project Estimated Cost for WIN 020543.00 is \$ 6,851,642.84 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Combined Funding Outline:

The combined total Project Estimated Cost for WIN 020543.00 & WIN020543.10 is \$ 8,064,542.84

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering (PACTS)	10.0%	\$ 26,358.57	80.0%	\$ 210,868.55	10.0%	\$ 26,358.57	\$ 263,585.69
Preliminary Engineering (PACTS Rail/Hwy)	10.0%	\$ 8,016.43	80.0%	\$ 64,131.45	10.0%	\$ 8,016.43	\$ 80,164.31
Preliminary Engineering (Overages)	100.0%	\$ 42,839.83	0.0%		0.0%	\$ -	\$ 42,839.83
Right of Way (PACTS)	10.0%	\$ 39,998.36	80.0%	\$ 319,986.90	10.0%	\$ 39,998.36	\$ 399,983.62
Right of Way (Overages)	100.0%	\$ 60,016.38	0.0%	\$ -	0.0%	\$ -	\$ 60,016.38
Utilities	0.0%	\$ -	0.0%	\$ -	0.0%	\$ -	\$ 3,044,275.92
Construction (PACTS)	10.0%	\$ 102,514.24	80.0%	\$ 820,113.90	10.0%	\$ 102,514.24	\$ 1,025,142.38
Construction (Overages)	100.0%	\$ 1,277,634.71	0.0%	\$ -	0.0%	\$ -	\$ 1,277,634.71
Construction (MaineDOT)	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 300,000.00	\$ 300,000.00
Construction Engineering (PACTS)	10.0%	\$ 14,987.50	80.0%	\$ 119,900.00	10.0%	\$ 14,987.50	\$ 149,875.00
Construction Engineering (Overages)	100.0%	\$ 208,125.00	0.0%	\$ -	0.0%	\$ -	\$ 208,125.00
PROJECT SHARES		\$ 1,780,491.02		\$ 1,535,000.80		\$ 491,875.10	\$ 6,851,642.84
Total Cost of Additional Work	100.0%						
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount for WIN's 20543.00/.10)		\$ 2,085,093.02					

*Order 157-17/18
Tab 30 11-6-17*

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN 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 APPROPRIATING \$3,875,000 OF BAYSIDE PROPERTY SALE PROCEEDS

ORDERED that, upon receipt of the funds from the sale of city property, the sum of \$3,875,000 is hereby appropriated to pay expenses related to the sale of four properties approved by City Council Orders 65-17/18, 66-17/18, 67-17/18 and 68-17/18, including fees incurred during the sale process (brokerage fees, survey fees, property appraisal fees) as well as relocation and renovation expenses in furtherance of the relocation of the Department of Public Works from the Bayside area to Canco Road; and

BE IT FURTHER ORDERED, that this appropriation shall be subject to final closing of each property and no funds will be expended from any property sale that has not yet closed.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Finance

DATE: 10/23/17

SUBJECT: Appropriation of Bayside Sales Property Sale Proceeds

SPONSOR: Jon Jennings, City Manager

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading _____ 11/6 _____ Final Action _____ 11/20 _____

Can action be taken at a later date: No

PRESENTATION: None

I. ONE SENTENCE SUMMARY

The City has been working diligently to achieve the goal of relocation of Public Works out of Bayside – sales proceeds from parcel sales in Bayside need to be appropriated to pay expenses related to the parcel sales and relocation of operations.

II. AGENDA DESCRIPTION

Four parcels within Bayside – 56 Parris Street, 82 Hanover Street, 65 Hanover Street and 178 Kennebec Street – are under contract as of October and those sales have been approved by City Council. As a result of these property sales the majority of City of Portland Public Works Department is being displaced and must move to a new headquarters at Canco Road. Operations displaced include critical activities such as Fleet Maintenance, Traffic, Winter Operations, and Public Works Administration. In order to pay expenses related to the sales and relocation funding must be appropriated. Sale proceeds were always intended to be the primary funding source for the relocation.

III. BACKGROUND

Same as I above.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

To fully relocate Public Works out of Bayside so the City can efficiently continue these critical services and to fund the relocation without impact to future City budgets.

V. FINANCIAL IMPACT

See chart below for complete listing of parcel locations and sale prices. Each sale has been reviewed and approved by the Economic Development Committee and also receives approval from the full City Council.

Parcel A	56 Parris Street	\$175,000
Parcel B	82 Hanover Street	\$2,350,000
Parcel C	65 Hanover Street	\$1,100,000
Parcel D	178 Kennebec Street	\$250,000
	Total Sales Price:	\$3,875,000

It is estimated that there are approximately \$342k of costs related to brokerage commission, survey expenses, and valuation / appraisal expenses. The remaining funds will be utilized to relocate the Public Works operations to Canco Road and to renovate and equip operations. It is the objective of the City to fully fund the Public Works move to Canco Road with sales proceeds – these parcels above plus sales proceeds from soon to be approved purchase and sale agreements at 55 Portland Street and 44 Hanover Street. Eliminating the need to incur additional general obligation debt to fund the move would be a major financial victory for the City. Other local municipalities have recently incurred significant amounts of general obligation debt to fund their Public Works facilities. In 2013 South Portland voters approved \$14M of new debt to finance their Public Works facility – costing an estimated total principal / interest repayment of \$20M. In 2014 Westbrook approved \$8.7M of new general obligation debt to fund their Public Works facility – costing an estimated total principal / interest repayment of \$20M. It has always been intended that the Bayside sale proceeds would be used as the primary funding source to relocate Public Works operations and this approach would have no increase on future tax rates.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

None

VII. RECOMMENDATION

Move passage

VIII. LIST ATTACHMENTS

None

Prepared by: Finance Department 10/23/17

Order 108-17/18
Tab 31 11-6-17

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 AMENDING TOWING SCHEDULE
AND FEES FOR NONCONSENSUAL TOWS**

ORDERED, that the schedule of maximum rates permitted to be charged vehicle owners by wreckers for specified services listed below adopted pursuant to Chapter 28, Section 125 of the Portland City Code, and by Council Order 30, dated June 7, 1989 and amended on May 16, 1994, January 19, 2000, February 7, 2005 and March 3, 2008, and by Order 14-13/14 on July 15, 2013 is hereby replaced and amended as follows:

1. Towing of Vehicles or All-Terrain Vehicles

\$100.00~~85.00~~ per non-accident tow.

*The increase authorized by this subparagraph shall not go into effect until July 1, 2013 for the towing of a car during a declared snow ban.

\$125.00~~95.00~~ per accident tow.

\$105.00 for any vehicle with dual tires on the rear axle.

When a vehicle is off-road, submerged, rolled over or otherwise requires special equipment for retrieval before it can be towed, a charge of \$80 may be assessed in addition to the towing fee. If the recovery takes longer than one hour, a rate of \$80 per hour after the first hour may be charged.

2. Once a wrecker has hooked a vehicle to the wrecker, a vehicle owner may take possession of his vehicle if the wrecker has not started to leave the scene with the vehicle and if the owner pays a \$30.00~~25.00~~ fee in cash to the wrecker driver. Upon such payment, the wrecker shall release the vehicle. No towing fee shall be charged if the owner arrives to move his vehicle prior to the wrecker hooking up to the vehicle. In the case of a police-requested tow and to the extent possible, the wrecker shall not lose its place in rotation on the police towing list if the tow is either cancelled or if the owner retrieves his

vehicle prior to tow under this subsection. "Hooked or hooked up" for purposes of this subsection means that the wrecker has attached the vehicle to the wrecker by chains or by hook, or some other similar physical connection that must be detached before the vehicle can move, regardless of whether it has been lifted or moved. "Starts to leave the scene" means that the vehicle is fully attached for towing and the wrecker has begun to move from the scene.

When a vehicle is shoveled out by a tow operator in order to hook it up during a snow ban or for a snow removal conducted by or for the City, and a City employee engaged or participating in the snow removal process determines that the shoveling was reasonable and necessary to accomplish a hook up, the fee shall be \$25 regardless of whether the vehicle is hooked up when the vehicle owner arrives at the scene. In cases where the vehicle is shoveled out and hooked up the total fee to release the vehicle shall be ~~\$25~~.

3. Storage of vehicles: ~~\$30.00~~~~25.00~~ per day or part thereof. Storage charges shall begin twenty-four hours after the vehicle is towed.
4. The charge by the City for vehicles impounded or stored on City property pursuant to Chapter 28 shall be \$25.00 for impoundment and storage for the first twenty-four hours from the date and time of impoundment, and shall be \$10.00 for each day, or part thereof, thereafter.
5. Wrecker owners may charge a ~~\$30.00~~~~25.00~~ release fee for vehicles released from storage after 7:00 p.m. and prior to 7:00 a.m. seven days a week and from 7:00 a.m. to 7:00 p.m. on Sundays or on official City holidays.
6. The Chief of police or his designee may authorize additional charges in unusual circumstances.
7. If a vehicle must be towed after the initial tow, wrecker owners may charge a ~~\$100.00~~~~85.00~~ fee for each additional tow of the same vehicle performed at the City's request.
8. When a vehicle and trailer or two vehicles are towed at the same time the tow fee shall be \$130.

BE IT FURTHER ORDERED, that the above provisions apply to any tow of a vehicle without the owner's consent, including but not limited to private lot tows requested by a lot owner or manager, and to police requested tows of private vehicles, including but not limited to abandoned vehicle tows, snow tows, scofflaw tows and accident scene tows.

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Mike Murray

DATE: October 20, 2017

SUBJECT: Tow Operator Fee Increases

SPONSOR: Sustainability & Transportation Committee

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading 11/6/2017 Final Action 11/20/2017

Can action be taken at a later date: ___Yes X No (If no why not?) Fee increase should be in place before snow tow season starts. Staff is recommending that this be enacted on an emergency basis.

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

Mike Murray – Review of Memo; 5 minute presentation

I. ONE SENTENCE SUMMARY

Staff is proposing an increase in fees charge by tow operators for services provided, as well as additional language to current city ordinance to add further clarity to specific sections of the ordinance.

II. AGENDA DESCRIPTION

The City of Portland regulates the fee tow operators may charge for services provided at the request of the City of Portland. The attached memo provides staff recommendations for increases to the tow operators. The last adjustment of any fees was in 2013, and several fee adjustments date back to 2008 and 1994.

III. BACKGROUND

The City of Portland regulates the fee tow operators may charge for services provided at the request of the City of Portland. The attached memo provides staff recommendations for increases to the tow operators. The cost of operating a tow business increases yearly, due to staff costs, fuel, equipment, repairs, etc. The last adjustment of any fees was in 2013, and several fees have not been adjusted since 2008; and one particular fee has not been adjusted since 1994.

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The intended result is to provide an increase in the fees paid to tow operators.

V. FINANCIAL IMPACT

There will be no financial impact to the City of Portland municipal budget.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

See Background material.

VII. RECOMMENDATION

Staff recommends passage.

VIII. LIST ATTACHMENTS

1. 10/11/2017 Memo from M. Murray to Sustainability and Transportation Committee
2. Proposed Changes to Chapter 28
3. Survey of Maine City Tow Fees
4. Survey of New England City Tow Fees
5. History of Portland Tow Fees

Prepared by: M. Murray

Date: October 20, 2017



Memorandum

TO: Chair Thibodeau, Sustainability & Transportation Committee
FROM: Michael Murray, Assistant to the City Manager
CC: Jon Jennings, City Manager
Michael Sauschuck, Chief of Police
John Peverada, Parking Manager

SUBJECT: Proposed Towing Fee Increases
DATE: October 11, 2017

OBJECTIVE:

To review and make recommendations to the fee schedule for towing operators.

BACKGROUND:

The City of Portland regulates the fees paid to tow companies/operators for services provided to the City of Portland. Private towing companies are an integral component to safe streets in the city of Portland as they provide services to accidents, illegally parked vehicles, and assist in achieving snow ban compliance. Representatives of the towing companies have requested that the tow fees be increased as a result of increased costs since the fees were last adjusted.

On September 28, 2017, City staff, including representatives of the Portland Police Department, Portland Parking Division, and the City Manager's Office met with tow operators to discuss possible fee increases. Additionally, Portland Parking Division provided staff with a history of towing fee adjustments in the City of Portland, as well as survey results of parking fees paid by other Maine cities and various New England cities to tow company operators.

RECOMMENDATIONS:

After meeting with representatives of area tow companies, and reviewing the attached survey data, City staff is recommends that the tow fees be adjusted as follows:

1. Non-accident tow: increase from \$85.00 to \$100.00; this fee was last adjusted in July, 2013.
2. Accident tow: increase from \$105.00 to \$125.00; this fee was last adjusted in July, 2013.



3. Storage of Vehicles: increase from \$25.00 to \$30.00; this fee was last adjusted in February, 2008.
4. After hours release: increase from \$25.00 to \$30.00; this fee was last adjusted in February, 2008.
5. Vehicle re-tows: increase from \$85.00 to \$100.00; this fee was last adjusted in July, 2013.
6. Hook up/Drop fee: increase from \$25.00 to \$30.00; this fee was last adjusted in 1994.
7. Additionally, City staff recommends that recovery charges be addressed in City Code. Recovery charges are incurred when a vehicle has left the roadway, is submerged, rolled over, or otherwise requires special equipment for retrieval before it can be towed. Staff recommends that a charge of \$80.00 be assessed in addition to the towing fee. If the vehicle recovery takes longer than one hour, a rate of \$80.00 per hour may be charged after the first hour.
8. Tow operators also requested reimbursement of administrative and legal costs incurred by tow companies during disposition of unclaimed or abandoned vehicles, as set out in Sec. 28-126, if the owner decides to re-claim the vehicle. Staff recommends that such costs be reimbursed only after documentation of expenses have been provided to and authorized by the Portland Police Department.
9. Tow companies also requested a change to after hour release language, to expand the hours from 5pm to 9 am weekdays, and to add Saturday from 7 am to 7pm to the current after hour schedule. The current after hour schedule is after 7:00 p.m. and prior to 7:00 a.m. seven days a week and from 7:00 a.m. to 7:00 p.m. on Sundays or on official City holidays. City staff recommends that no change be made to this schedule.
10. Tow operators also requested that consideration be given to allow wrecker companies to assess an additional fee for no shows for vehicle releases after hours. City staff does not recommend an additional fee.
11. Tow operators also requested a similar fee for vehicle owners who call after hours to retrieve personal possessions from the towed vehicle. City staff does not recommend an additional fee. However, City staff does recommend additional language be added to City Code to clarify what items are included as personal possessions. The proposed language, which mirrors current state statute, provides clarity as to what may be removed from a towed vehicle without reclaiming it.

City of Portland
Code of Ordinances
Sec. 28-113

Traffic and Motor Vehicles
Chapter 28
Rev. 11-1-07

except while assisting a passenger to enter or exit the vehicle or to load or unload a passenger's baggage.

(Ord. No. 183-97, 1-22-97)

Sec. 28-114. Reserved.
Sec. 28-115. Reserved.
Sec. 28-116. Reserved.
Sec. 28-117. Reserved.
Sec. 28-118. Reserved.
Sec. 28-119. Reserved.
Sec. 28-120. Reserved.

ARTICLE IV. LICENSING OF TOW OPERATORS

*Editor's note--The schedule of tow fees is set by the City in Ord. No. 161-07/08, 3-3-08 as follows:

ORDERED, that the schedule of maximum rates permitted to be charged vehicle owners by wreckers for specified services listed below adopted pursuant to Chapter 28, Sections 275 and 303 (NOTE: now Section 125) of the Portland City Code, and by Council Order #30, dated June 7, 1989 and amended on May 16, 1994, January 19, 2000, Ord. No. 155-04/05, February 2, 2005, March 3, 2008, and Order 14-13/14 on July 15, 2013 is hereby replaced and amended as follows:

1. Towing of Vehicles or All-Terrain Vehicles

~~\$100.00~~ per non-accident tow.

*The increase authorized by this subparagraph shall not go into effect until July 1, 2013 for the towing of a car during a declared snow ban.

~~\$125.00~~ per accident tow.

\$105.00 for any vehicle with dual tires on the rear axle.

When a vehicle is off-road, submerged, rolled over or otherwise requires special equipment for retrieval before it can be towed, a charge of \$80 may be assessed in addition to the towing fee. If the recovery takes longer than one hour, a rate of \$80 per hour after the first hour may be charged.

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2. Once a wrecker has hooked a vehicle to the wrecker, a vehicle owner may take possession of his vehicle if the wrecker has not started to leave the scene with the vehicle and if the owner pays a ~~\$30.00~~ fee in cash to the wrecker driver. Upon such payment, the wrecker shall release the vehicle. No towing fee shall be charged if the owner arrives to move his vehicle prior to the wrecker hooking up to the vehicle. In the case of a police-requested tow and to the extent possible, the wrecker shall not lose its place in rotation on the police

towing list if the tow is either cancelled or if the owner retrieves his vehicle prior to tow under this subsection. "Hooked or hooked up" for purposes of this subsection means that the wrecker has attached the vehicle to the wrecker by chains or by hook, or some other similar physical connection that must be detached before the vehicle can move, regardless of whether it has been lifted or moved. "Starts to leave the scene" means that the vehicle is fully attached for towing and the wrecker has begun to move from the scene.

When a vehicle is shoveled out by a tow operator in order to hook it up during a snow ban or for a snow removal conducted by or for the City, and a City employee engaged or participating in the snow removal process determines that the shoveling was reasonable and necessary to accomplish a hook up, the fee shall be \$25 regardless of whether the vehicle is hooked up when the vehicle owner arrives at the scene. In cases where the vehicle is shoveled out and hooked up the total fee to release the vehicle shall be ~~\$25~~.

3. Storage of vehicles: ~~\$30.00~~~~25.00~~ per day or part thereof. Storage charges shall begin twenty-four hours after the vehicle is towed.
4. The charge by the City for vehicles impounded or stored on City property pursuant to Chapter 28 shall be \$25.00 for impoundment and storage for the first twenty-four hours from the date and time of impoundment, and shall be \$10.00 for each day, or part thereof, thereafter.
5. Wrecker owners may charge a ~~\$30.00~~~~25.00~~ release fee for vehicles released from storage after 7:00 p.m. and prior to 7:00 a.m. seven days a week and from 7:00 a.m. to 7:00 p.m. on Sundays or on official City holidays.
6. The Chief of police or his designee may authorize additional charges in unusual circumstances.
7. If a vehicle must be towed after the initial tow, wrecker owners may charge a ~~\$100.00~~~~45.00~~ fee for each additional tow of the same vehicle performed at the City's request.
8. When a vehicle and trailer or two vehicles are towed at the same time the tow fee shall be \$130.

BE IT FURTHER ORDERED, that the above provisions apply to any tow of a vehicle without the owner's consent, including but not limited to private lot tows requested by a lot owner or manager, and to police requested tows of private vehicles, including but not limited to abandoned vehicle tows, snow tows, scofflaw tows and accident scene tows.

DIVISION 1. GENERALLY

Sec. 28-121. Purpose.

In order to protect the safety of persons who operate motor vehicles within the corporate limits of the city, to ensure that the streets and public ways of the city remain open and free of hazard to the public and to further effectuate the efficient enforcement of the city's traffic, parking, snow removal and other regulatory ordinances, it is determined necessary to ensure by licensing the regulation of persons engaged in the business of providing vehicle wrecker or towing and required repair services, to establish rates for such service to the extent permitted by law, to regulate the storage and disposition of vehicles so towed, and to set fees and penalties for the enforcement thereof.
(Ord. No. 183-97, 1-22-97)

Sec. 28-122. Definitions.

The following words and terms as used in this article shall have the common meanings ascribed thereto, except that the definitions set forth in chapter 15 or in this section shall apply, unless the context clearly indicates a different meaning:

Towing list means a list or lists maintained by the police department containing the names of those wreckers licensed by the city to respond to requests for the towing of vehicles made by the police department.

Wrecker means a person engaged in the business of, or offering the services of, a vehicle wrecker or towing service, whereby motor vehicles are or may be towed or otherwise removed from one (1) place to another by the use of a motor vehicle adapted to and designed for that purpose.
(Ord. No. 183-97, 1-22-97)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 28-123. Minimum continuous regulations.

The following minimum regulations will be met on a continuous basis by all licensees:

- (a) Licensees shall operate and maintain storage and release facilities within the city, or within a radius of five

- (5) miles from Portland City Hall, as may be necessary for safe and proper conduct of towing activities.
- (b) Licensees shall permit the chief of police to conduct one (1) regular and two (2) random inspections of each towing vehicle during the term of the license.
 - (c) Licensees shall permit the chief of police to conduct one (1) regular and two (2) random inspections of each storage and release areas during the term of the license.
 - (d) Licensees shall maintain such records as required by regulations promulgated by the chief of police pursuant to section 28-124 and shall permit their inspection by the chief or his or her designee during normal business hours.
 - (e) Vehicles must be towed, not driven, to storage lots.
 - (f) Licensees must provide a secure storage area in accordance with regulations promulgated in accordance with section 28-124.
 - (g) No vehicle shall be towed to a lot outside of the city unless pursuant to subsection (1) of this section or unless it has been unclaimed for thirty (30) days and only upon the prior written notice to the police chief or his or her designee.
 - (h) The police chief or his or her designee must be notified of any unclaimed vehicle by electronically reporting the relevant information from the invoice or tow slip for any unclaimed vehicle once a week to the police chief or his or her designee. Said information shall be electronically reported by Tuesday each week and shall include information for each vehicle in licensee's possession that remains unclaimed on the last day of the preceding week.
 - (i) Licensees shall clean the accident area of all nonhazardous vehicular debris resulting from the accident, if there be any.
 - (j) Licensees shall not make any repairs to vehicles without the consent of the owner.

- (k) Vehicles shall be released from storage in accordance with regulations promulgated by the chief of police pursuant to section 28-124.
- (l) Licensees shall hold the city harmless from all claims for damages to property and injuries to persons resulting from the licensees' negligence in the towing or storage of vehicles pursuant hereto.
- (m) Licensees shall not require the owner of the towed vehicle to pay any charge unless signage warning that unauthorized vehicles will be towed at the vehicle owner's expense is posted clearly and conspicuously at each entrance and exit of nonresidential property from which the vehicle is removed or said signage is clearly and conspicuously visible from all entrances of the lot. Signs must include information about how a missing vehicle may be located.
- (n) Licensees shall conspicuously post current rates for services under this article at the release facility.
- (o) Licensees shall release vehicles within one (1) hour of the owner's request.

(Ord. No. 183-97, 1-22-97; Ord. No. 27-08/09, 8-4-08)

Sec. 28-124. Regulations may be promulgated by chief of police.

The chief of police is hereby authorized to promulgate regulations not inconsistent with this article to carry out the intent of the article. All licenses issued pursuant to this article shall be subject to such applicable regulations as are adopted hereunder either prior to or after the date of the issuance thereof.

(Ord. No. 183-97, 1-22-97)

Sec. 28-125. Rates for services.

Maximum rates for services regulated by this article shall be established by the city council after written notice to licensees and a public hearing thereon.

(Ord. No. 183-97, 1-22-97)

Sec. 28-126. Disposition of abandoned vehicles.

- (a) The licensee shall comply with the procedures set forth

in Title 29-A M.R.S.A., Chapter 15, Subchapter III.

(b) In the event of an unclaimed or abandoned vehicle, the licensee's sole remedy shall be as outlined in Title 29-A M.R.S.A., Chapter 15, Subchapter III regarding unclaimed and abandoned vehicles. A licensee may be reimbursed for administrative and legal costs incurred should the vehicle owner seek to re-claim the vehicle. Reimbursement shall be subject to review and approval by the Chief of Police or designee.

(c) A copy of Title 29-A M.R.S.A., Chapter 15, Subchapter III shall be issued to each licensee and shall be available to the public in the city clerk's office.
(Ord. No. 183-97, 1-22-97)

Sec. 28-127. Release of vehicles impounded pursuant to provisions for towing parked vehicles.

Whenever a vehicle has been removed and stored pursuant to police request, it shall not be released until the provisions of section 28-103(a), (b) or (c) concerning the payment of waiver fees and charges owed to the city have been complied with. TL
(Ord. No. 183-97, 1-22-97)

Sec. 28-128. Solicitation of business.

No wrecker may respond to the scene of an accident or emergency for the purpose of towing vehicles unless specifically called there by the police or person involved in the accident or emergency. This section is intended to prohibit wrecker owners from soliciting business at the scenes of accidents and emergencies and shall not be construed to prohibit any wrecker from contracting with any person providing the wrecker owner, his or her agents and employees do not solicit towing contracts at the scene of accidents or emergencies.
(Ord. No. 183-97, 1-22-97)

Sec. 28-129. Removal of towed vehicle or parts thereof from wrecker's lot.

No vehicle or part or accessory thereof that has been towed by police request shall be removed from the possession or premises of the licensee or owner of the storage area, except in accordance with section 28-103. This shall apply to and include, without limitation, the owner of such vehicle. Nothing herein shall

prohibit the licensee from acting in accordance with this article. Upon written application of the owner of a vehicle being held by the licensee, the chief of police or authorized representative may make suitable arrangements for the retrieval of specified personal effects ~~property of the registered owner~~ if satisfied that there are exigent circumstances requiring retrieval prior to the owner reclaiming the vehicle. For purposes of this section, "personal effects" includes keys, medications, medical equipment, clothing, mail, child safety seats, and similar items. Except for child safety seats, items attached to the vehicle and business equipment, machinery, and tools are not considered personal effects.

(Ord. No. 183-97, 1-22-97)

Sec. 28-130. Enforcement.

(a) Any violation of this division shall be punishable by a fine as provided in section 1-15.

(b) The chief of police or his designee may, prior to commencement of court action, issue a notice of violation to any person charged with a violation of this division. Said notice shall be in a form approved by the corporation counsel and shall provide a method by which a person charged with a violation of this division may waive court action with respect to the violation by payment of a specified fee within a stated period of time.

(Ord. No. 183-97, 1-22-97)

Sec. 28-131. Reserved.
Sec. 28-132. Reserved.
Sec. 28-133. Reserved.
Sec. 28-134. Reserved.
Sec. 28-135. Reserved.

DIVISION 2. LICENSE*

*Cross reference(s)---Licenses and permits generally, Ch. 15.

Sec. 28-136. Required.

(a) No towing or wrecking service shall tow any vehicle within the city without the express knowledge or consent of the

Maine Cities Tow Rates

September 5, 2017				
	Police Dept. Phone #	Charge For Tow	Storage/Release	Tow for Sweeping
City of Auburn	784-7332	\$150.00	First 24 hrs free then Dependant on wrecker	Yes
City of Augusta	626-2362 or 626-2370 #1	Day(8a-8p)\$65/Night\$75	\$25p/d(after 1st 24)	Seldom
City of Bangor	Union st tow 942-8663	65 day \$70 night	\$25p/d(after 1st 24)	Yes
City of Biddeford	282-5127	7am-5pm- \$90 5pm-7am- \$105	\$50p/d(after 1st24)/\$25(after hrs)	No
City of Lewiston	795-9002	See Auburn		Yes
City of Sanford	324-9170	Dependant on wrecker	Dependant on wrecker	No
City of So. Portland	799-5511	\$100 eff Jan. 2017	\$25p/d(after 1st24)/\$25(after hrs)	No
City of Westbrook	854-2531	Non-Accident \$85/Accident \$95 Dual Rear \$105	\$30p/d(after 1st24)/\$40Release	No
City of Portland		\$85.00	\$25p/d(after 1st24)	Yes

ATTACHMENT 3

Out of State Tow Rates

September 5, 2017

	Charge For City Authorized Tow	After Hours Pick Up Fee	Storage Fee	City Owned Tow Trucks	City Owned Impound Lot	Tow For Street Sweeping
New Bedford, MA (508)991-6336	\$108.00	not sure	\$37.50	No	No	temporary signs
Cambridge, MA (617)349-4713	\$100.00	No	\$37.50	No	No	Yes
Hartford, CT (860)527-6300	93..59	Dependent on Wrecker	1st 24hrs included in Tow Fee/After Varies	No	No	Yes
Lowell, MA (978) 937-3225	\$108.00	no	\$38	No	No	temporary signs
Manchester, NH (603)668-8711	\$110.00	\$25.00 after 5:00PM	\$30(after 1st 24)	No	No	temporary signs
* Worcester, MA (508)799-8687	\$108, Fuel cost \$4-5	No	\$38	No	No	Yes
Fall River, MA (508)676-8511	\$108, Fuel cost \$4-5	No	\$37.50	No	no	no
Springfield, MA (413)787-6363	\$108, Fuel cost \$4-5 CJ towing 413-543-9100	No	37.5	No	no	no
Boston, MA (617)635-4687	\$108, Fuel cost \$4-5	yes	\$37.50	Yes	Yes	no
PORTLAND, Maine	\$85.00	\$25	\$25.00	No	No	Yes

NOTE

State wide regualtion for Massachusetts, \$108.00 tow fee, \$3.00/mile charge after 5 miles, 6% fuel charge + \$35.50 per 24 hr for storage

<http://www.lawlib.state.ma.us/source/mass/cmr/>

Out of State_Tow_Questions Sept 2017

ATTACHED 4

TOWING Issues for Jan./Feb. 2005 Council Meeting

TOW RATE HISTORY

	Prior	1989	1994	2000	Feb. 2005*	Feb. 2008	July 2013
				Current	City Council	City Council	City Council
Day Tow	30	40	50	50	65	70	85
Night Tow	40	50	50	50	65	70	85
Snow Tow	40	50	50	50	65	70*	85
Accident Tow			50	60	75	75	95
'City Vehicle'**			25	25	Pay Market	Pay Market Rate	Pay Market Rate
Vhcl. Over with Dual Rear Wheel	?	?	70?	70?	90	90	105
Hooked Up/drop			25	25	25	25	25
2 nd /Retows		20	25	25	25	25	85
Storage/day after 24 hours	4	10	10	15 after 24	20	25	25
After Hour Release 7:00 p.m.-7:00 a.m.	15	15	15	15	20	25	25
All day Sunday				15	20	25	25
City Holidays		Same as Sundays			20	25	25

NOTES:

Items in bold = changed

OTHER Tow items amended/changed

1. **Hooked Up** definition expanded to mean wrecker has attached the vehicle to the wrecker by chains or by hook, or *some other similar physical connection that must be detached before the vehicle can move*. A flat bed touching the tires is not hooked up.

2. During Snow Ban if a wrecker driver shoves out vehicle prior to hooking up then a \$25 fee is due, regardless of whether the vehicle is hooked up, but if it is hooked up and shoveled the fee is still only \$25.

3. Rates for large Vehicles w/ dual wheels is \$105 eff July 25, 2013

4. If a wrecker tows 1 vehicle with a trailer attached then the fee is double

Goes into effect February 17, 2005 Snow Ban Tow will remain at \$50 for this season ending 6/30/05

\$ Ban Tow will remain at \$65 for this season ending 6/30/08

Order 168A-17/18
Tab 31A 11-6-17

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: Disposition of Abandoned Vehicles**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Chapter 28, Sections 28-126 is hereby amended to read:*

Sec. 28126. Disposition of abandoned vehicles.

(a) The licensee shall comply with the procedures set forth in Title 29A M.R.S.A., Chapter 15, Subchapter III.

(b) In the event of an unclaimed or abandoned vehicle, the licensee's sole remedy shall be as outlined in Title 29A M.R.S.A., Chapter 15, Subchapter III regarding unclaimed and abandoned vehicles. A licensee may be reimbursed for administrative and legal costs incurred should the vehicle owner seek to re-claim the vehicle. Reimbursement shall be subject to review and approval by the Chief of Police or designee.

(c) A copy of Title 29A M.R.S.A., Chapter 15, Subchapter III shall be issued to each licensee and shall be available to the public in the city clerk's office.

...

Sec. 28129. Removal of towed vehicle or parts thereof from wrecker's lot.

No vehicle or part or accessory thereof that has been towed by police request shall be removed from the possession or premises of the licensee or owner of the storage area, except in accordance with section 28103. This shall apply to and include, without limitation, the owner of such vehicle. Nothing herein shall prohibit the licensee from acting in accordance with this article. Upon written application of the owner of a vehicle being held by the licensee, the chief of police or authorized

representative may make suitable arrangements for the retrieval of specified personal effects~~property of the registered owner~~ if satisfied that there are exigent circumstances requiring retrieval prior to the owner reclaiming the vehicle. For purposes of this section, "personal effects" includes keys, medications, medical equipment, clothing, mail, child safety seats, and similar items. Except for child safety seats, items attached to the vehicle and business equipment, machinery, and tools are not considered personal effects.

Order 189-12/18
Tab 32 11-6-17

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
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**CITY OF PORTLAND
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NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 28. TRAFFIC AND MOTOR VEHICLES
RE: TRAFFIC SCHEDULE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Chapter 28, Sections 28-54 is hereby amended to read:*

Sec. 28-54. Overnight parking.

(a) No person shall park a vehicle on any street between designated nighttime hours, 12:01 AM - 7:00 A.M., as described in Traffic Schedule XXXA and XXXB; and on any street between designated daytime hours of 10:00 AM - 2:00PM, as described in Traffic Schedule XXXIA, when signs prohibiting same have been posted. Signs prohibiting such overnight parking shall be posted upon the direction of the traffic engineer for reasons of narrowness, traffic hazard, snow removal or other reasons pertaining to the health, safety or welfare of the general public. Effective June 1, 2018, on streets posted pursuant to the provisions of subsection (a); the restriction shall be suspended from June 1 to September 30 of each calendar year, unless posted by emergency order. The streets within Traffic Schedule XXXA, Service Area 3, shall be excluded from the suspension.

(b) On streets not posted pursuant to the provisions of subsection (a), parking shall be unregulated unless posted by emergency order. ~~no persons shall park or leave a vehicle parked between the hours of 12:01 a.m. and 7:00 a.m. of any day, except that persons may park or leave vehicles parked on even house-numbered sides of such streets on even-numbered days of each calendar month, and on the odd-numbered sides of such streets on odd-numbered days of each calendar month.~~

...

MEMORANDUM
City Council Agenda Item

DISTRIBUTE TO: City Manager, Mayor, Anita LaChance, Sonia Bean, Danielle West-Chuhta, Nancy English, Julianne Sullivan

FROM: Mike Murray

DATE: October 20, 2017

SUBJECT: Changes to Street Maintenance Parking Restrictions

SPONSOR: Sustainability & Transportation Committee; A public hearing and vote is scheduled for 11/15/2017 at the S & T Committee meeting.

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st reading 11/6/2017 Final Action 11/20/2017

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)

Mike Murray – Review of Memo; 5 minute presentation

I. ONE SENTENCE SUMMARY

To propose changes to the current street maintenance parking restrictions in order to provide additional seasonal parking opportunities.

II. AGENDA DESCRIPTION

The City of Portland regulates the parking of vehicles on Portland streets in Chapter 28 of the City Code. Street maintenance parking restrictions in that Chapter fall into one of two categories:

First, on peninsula including a concentration of streets in and around the former Nathan Clifford School, parking is prohibited during designated night time hours when signs prohibiting the same have been posted. Additionally, there are day time restrictions for street maintenance in the East End and Parkside neighborhoods. It should also be noted that until 2015 on peninsula streets had a parking restriction one night/day per week. In 2015, however, the restriction was relaxed to one night/day every other week as it was acknowledged that City services were being performed less at night.

Second, off peninsula parking is allowed on even number days on the even numbered side of the street, and on odd numbered days on the odd numbered side of the street. This is more commonly known as “Odd/Even Parking”. There are three neighborhood areas where odd/even parking is currently enforced in the City: Deering Center, the USM area, and a section of Libbytown.

Due to changes in municipal operations, street sweeping is no longer the norm during street maintenance restricted parking. As a result, a review was requested of existing street maintenance parking restrictions on and off peninsula.

III. BACKGROUND

IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

The intended result is to provide parking relief to residents during the summer season when street maintenance is not performed on a regular basis.

V. FINANCIAL IMPACT

The suspension of parking enforcement from June 1 to September 30 will result in a total yearly decrease of approximately \$172,500 in parking division revenue - \$150,000 decrease due to the yearly suspension from 6/1 – 9/30; and \$22,500 due to the revocation of Odd/Even parking and its enforcement.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

See background material.

VII. RECOMMENDATION

Staff recommends passage.

VIII. LIST ATTACHMENTS

- 1. 10/05/2017 Memo from M. Murray to Sustainability and Transportation Committee**
- 2. Proposed Changes to Chapter 28**
- 3. Traffic Schedule XXXA**
- 4. Traffic Schedule XXXB**
- 5. Traffic Schedule XXXIA**
- 6. List of streets subject to Odd/Even Enforcement**
- 7. Parking Ticket Breakdown**

Prepared by: M. Murray

Date: October 20, 2017

**Memorandum**

TO: Chairman Thibodeau and Members of the Sustainability and Transportation Committee
FROM: Michael Murray, Assistant to the City Manager
CC: Jon Jennings, City Manager
Christopher Branch, Director of Public Works
John Peverada, Parking Manager
Jeremiah Bartlett, Transportation System Engineer
SUBJECT: Street Maintenance Parking Restrictions
DATE: October 5, 2017

OBJECTIVE:

Due to changes in municipal operations, street sweeping is no longer the norm during street maintenance restricted parking. As a result, the City Manager has requested a review of existing street maintenance parking restrictions on and off peninsula. Below is a summary of the background and proposed recommended amendments to those parking restrictions based on that review.

BACKGROUND:

The City of Portland regulates the parking of vehicles on Portland streets in Chapter 28 of the City Code. Street maintenance parking restrictions in that Chapter fall into one of two categories:

First, on peninsula including a concentration of streets in and around the former Nathan Clifford School, parking is prohibited during designated night time hours when signs prohibiting the same have been posted. Additionally, there are day time restrictions for street maintenance in the East End and Parkside neighborhoods. It should also be noted that until 2015 on peninsula streets had a parking restriction one night/day per week. In 2015, however, the restriction was relaxed to one night/day every other week as it was acknowledged that City services were being performed less at night.

Second, off peninsula parking is allowed on even number days on the even numbered side of the street, and on odd numbered days on the odd numbered side of the street. This is more commonly known as "Odd/Even Parking". There are three neighborhood areas where odd/even parking is currently enforced in the City: Deering Center, the USM area, and a section of Libbytown.

In all instances, the above parking restrictions allow for City services such as street sweeping and snow removal to be provided. More recently, sweeping during parking restrictions occurs primarily in the spring to clean up the residual sand/salt from



roadways, and in the fall, to clean up the leaf drop to City streets. During the summer months street sweeping is more commonly performed during the day time hours.

RECOMMENDATIONS:

City staff, comprised of representatives from the Department of Public Works, Parking, and the City Manager's Office convened to review the current City parking restrictions, and recommend possible changes. The following is a list of the staff recommendations:

Peninsula parking (including section around Nathan Clifford School): Staff recommends that streets where parking is restricted to designated hours, with signs specifically prohibiting the same, only be enforced from October 1 to May 31 each year. This time frame allows for City staff to sweep streets due to the annual leaf drop, allow for snow removal during winter months, and allow for the sweeping of the streets in the spring to clean up the residual sand/salt from winter operations.¹ This time frame also allows for a period each fall to warn parkers that the restriction is in effect before actual enforcement commences. This proposed change would not apply to Service Area 3 of Traffic Schedule XXXA, which contains streets within Portland Downtown where staff recommends that the current restrictions remain in place year-round.

It is important to note that this recommendation will result in a decrease in parking ticket revenue of approximately \$150,000 from tickets issued during the parking restrictions.

Off Peninsula: In all other areas of the City, odd/even parking restrictions currently exist; however as stated previously it is only enforced in three neighborhood areas: Deering Center, the USM area, and a section of Libbytown. Staff recommends that the odd/even parking restrictions be removed from City Code and overnight parking be unrestricted. The removal of this parking restriction will not affect Public Works sweeping operations, but there will be a decrease in parking ticket revenue of approximately \$22,500 from tickets issued in the areas where odd/even parking is enforced.

The following attachments are included for your review:

1. Proposed Changes to Chapter 28
2. Traffic Schedule XXXA
3. Traffic Schedule XXXB
4. Traffic Schedule XXXIA
5. List of streets subject to Odd/Even Enforcement
6. Parking Ticket Breakdown

¹ On peninsula streets will see an overall decrease in sweeping, as Public Works currently programs up to eight sweeps per year, and will be decreasing this number in the coming year to four sweeps per year.

City of Portland
Code of Ordinances
Sec. 28-53

Traffic and Motor Vehicles
Chapter 28
Rev. 6-7-12

- (g) Within thirty (30) feet upon the approach to any flashing beacon, stop sign or traffic-control signal located at the side of a roadway;
- (h) Between a safety zone and the adjacent curb or within thirty (30) feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic engineer indicates a different length by signs or markings;
- (i) Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of the entrance when properly signed;
- (j) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic or interfere with said excavation;
- (k) On the roadway side of any vehicle stopped or parked at the edge or curb of a street or "double park," so-called;
- (l) At any place where official signs prohibit stopping or parking;
- (m) In front of a place of business for longer than one (1) hour between the hours of 9:00 a.m. and 5:00 p.m., except for Sundays and state and federally sanctioned holidays, unless a different regulation is provided by sign or by meter or by this chapter for such location.

(Ord. No. 183-97, 1-22-97; Ord. No. 275-97, 5-5-97)

Sec. 28-54. Overnight parking.

- (a) No person shall park a vehicle on any street between designated nighttime hours, 12:01 AM - 7:00 A.M., as described in Traffic Schedule XXXA and XXXB; and on any street between designated daytime hours of 10:00 AM - 2:00PM, as described in Traffic Schedule XXXIA, when signs prohibiting same have been posted. Signs prohibiting such ~~overnight~~ parking shall be posted upon the direction of the traffic engineer for reasons of narrowness, traffic hazard, snow removal or other reasons pertaining to the health, safety or welfare of the general public. Effective June 1, 2018, on streets posted

pursuant to the provisions of subsection (a); the restriction shall be suspended from June 1 to September 30 of each calendar year, unless posted by emergency order. The streets within Traffic Schedule XXXA, Service Area 3, shall be excluded from the suspension.

(b) On streets not posted pursuant to the provisions of subsection (a), parking shall be unregulated unless posted by emergency order ~~no persons shall park or leave a vehicle parked between the hours of 12:01 a.m. and 7:00 a.m. of any day, except that persons may park or leave vehicles parked on even house-numbered sides of such streets on even-numbered days of each calendar month, and on the odd-numbered sides of such streets on odd-numbered days of each calendar month.~~

(c) On streets where one (1) side only of an entire block is so posted against parking that the effect is to prohibit parking during the hours of 12:01 a.m. and 7:00 a.m. every day, the provisions of subsection (b) shall not apply to the side of the street directly opposite the side where parking is so prohibited, and parking shall be permitted on such opposite side of the street unless such parking is otherwise specifically prohibited.

(d) Nothing in this section shall be construed so as to permit any vehicle to be parked or to be left parked on any street or way so as to interfere with or hinder the removal or plowing of snow by the city, nor to permit the parking or leaving of a vehicle parked in violation of any other section of this Code including but not limited to declarations of emergency pursuant to section 28-24(15).

(e) Subsections (b) and (c) shall not apply on streets where the traffic engineer has placed signs stating that parking is prohibited between specified nighttime hours on specified days.
(Ord. No. 183-97, 1-22-97)

Sec. 28-55. Bus stops.

(a) The driver of any urban or interurban bus shall not stand or park in any business district at any place other than at a bus stop, except that this provision shall not prevent the driver of any such bus from temporarily stopping in accordance with other stopping or parking regulations at any place designated for the purpose of and while actually engaged in loading or unloading passengers.

Schedule XXXA**Schedule XXX Repealed 11/2014 by City of Portland Council Order****NO OVERNIGHT PARKING – CITY SERVICE AREAS****Summary:**

Service Area 1:	Twice Monthly per Side of Street Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
Service Area 2:	Twice Monthly per Side of Street Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
Service Area 3:	Weekly per Side of Street Odd: Sunday 11:30 PM to Mon. 7:00 AM Even: Tuesday 11:30 PM to Wed. 7:00 AM
Service Area 4:	Twice Monthly per Side of Street Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM Even: 2nd & 4th Tuesday 12:01 to 7:00 AM
Service Area 5:	Twice Monthly per Side of Street Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
Service Area 6:	Twice Monthly per Side of Street Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
Service Area 7:	Twice Monthly per Side of Street Odd: 1st & 3rd Wednesday 12:01 to 7:00 AM Even: 2nd & 4th Wednesday 12:01 to 7:00 AM
Service Area 8:	Twice Monthly per Side of Street Odd: 1st & 3rd Tuesday 12:01 to 7:00 AM Even: 2nd & 4th Tuesday 12:01 to 7:00 AM

Details

Service Area 1	Page 2
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DETAILS:**Service Area 1- No Overnight Parking – Twice Monthly Service****No Overnight Parking – Tuesday**

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for north & east side on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the south side & west side on the following streets or parts of streets.

Service Area 1 boundaries are described as follows:

West side of Western Promenade, Pine Street to a point following the west side of Western Promenade extended to Commercial Street

South side of Commercial Street, Brackett Street to a point intersecting the west side of the of Western Promenade extended.

West side of Brackett Street, Pine Street to Commercial Street.

South side of Pine Street, Western Promenade to Brackett Street.

The following streets or segments of streets are included within the boundaries of Service Area 1:

Beach Street*
Bond Street*
Bowdoin Street

Brackett Street
Briggs Street
Carroll Street
Chadwick Street
Clark Street
Clifford Street
Cushman Street
Danforth Street
Dermot Court *
Emery Street
Fletcher Street
Gray Street
Lewis Street

May Street
Neal Street
Orange Street*
Orchard Street
Pine Street
Salem Street
School Street
Spring Street
Spruce Street
Storer Street
Summer Street
Taylor Street
Thomas Street
Vaughn Street
West Commercial Street
Western Promenade
York Street

* - Streets included within the designated boundaries, but not affected by the parking project.

BOWDOIN STREET

North side (NP 1st & 3rd Tues.) From Clifford Street westerly to Western Promenade

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Clifford Street

BRACKETT STREET

West side - (NP 2nd & 4th Tues.) From Pine Street to a point southerly of Pine Street

BRIGGS STREET

East side (NP 1st & 3rd Tues.) From Salem Street northerly to Danforth Street

CARROLL STREET

North side – (NP 1st & 3rd Tues) From Thomas Street to Western Promenade

South side – (NP 2nd & 4th Tues.) From Western Promenade easterly to Thomas Street

CHADWICK STREET

East side - (NP 1st & 3rd Tues) From Bowdoin Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Bowdoin Street

CLARK STREET

East side - (NP 1st & 3rd Tues) From Beach Street northerly to Spring Street

West side - (NP 2nd & 4th Tues.) From Spring Street southerly to Beach Street

CLIFFORD STREET

North side - (NP 1st & 3rd Tues) From Thomas Street westerly to Vaughan Street

South side - (NP 2nd & 4th Tues.) .From Vaughan Street easterly to Thomas Street

CUSHMAN STREET

North side (NP 1st & 3rd Tues.) From Clark Street westerly to Emery Street

DANFORTH STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to a Point westerly of the Western Promenade.

South side - (NP 2nd & 4th Tues.) From a point opposite Vaughan Street easterly to Brackett Street

EMERY STREET

East side (NP 1st & 3rd Tues.) From dead end northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Spring Street southerly to dead end

FLETCHER STREET

East side (NP 1st & 3rd Tues.) From Danforth Street northerly to a point opposite Orchard Street

West side - (NP 2nd & 4th Tues.) From Orchard Street southerly to Danforth Street

GRAY STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to Clark Street

South side - (NP 2nd & 4th Tues.) From Clark Street easterly to Brackett Street

LEWIS STREET

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Cushman Street

MAY STREET

East side (NP 1st & 3rd Tues.) From Spring Street southerly to Danforth Street

NEAL STREET

East side (NP 1st & 3rd Tues.) From Spring Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Spring Street

ORCHARD STREET

South side - (NP 2nd & 4th Tues.) From Vaughan Street easterly to Fletcher Street

PINE STREET

South side - (NP 2nd & 4th Tues.) From Western Promenade easterly to Brackett Street

SALEM STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to dead end

South side - (NP 2nd & 4th Tues.) From dead end easterly to Clark Street

SCHOOL STREET

West side - (NP 2nd & 4th Tues.) From Danforth Street southerly to Bond Street

SPRING STREET

North side (NP 1st & 3rd Tues.) From Brackett Street westerly to Vaughan Street

South side - (NP 2nd & 4th Tues.) From Emery Street easterly to Clark Street

SPRUCE STREET

Northside – (NP 1st & 3rd Tues.) From Clark Street Westerly to Emery Street

STORER STREET

West side - (NP 2nd & 4th Tues.) From a point 164 feet southerly of Spring Street to Danforth Street

SUMMER STREET

North side (NP 1st & 3rd Tues.) From Clark Street westerly to the terminus of the street

South side - (NP 2nd & 4th Tues.) From the terminus easterly to Brackett Street

TAYLOR STREET

North side (NP 1st & 3rd Tues.) From May Street westerly to Emery Street

South side - (NP 2nd & 4th Tues.) From Emery Street easterly to May Street

THOMAS STREET

East side (NP 1st & 3rd Tues.) From Spring Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Spring Street

VAUGHAN STREET

East side (NP 1st & 3rd Tues.) From Danforth Street northerly to Pine Street

West side - (NP 2nd & 4th Tues.) From Pine Street southerly to Western Promenade

WEST COMMERCIAL STREET

North side (NP 1st & 3rd Tues.) From a point south of Brackett Street westerly to Cassidy Point Drive

South side - (NP 2nd & 4th Tues.) From Cassidy Point Dr. easterly to a point south of Brackett Street.

WESTERN PROMENADE

East side – (NP 1st & 3rd Tues.) From Bowdoin Street northerly to Pine Street

West side – (NP 2nd & 4th Tues.) From the southerly curb line of Western Promenade Park southerly to a point opposite Bowdoin Street

YORK STREET

North side – (NP 1st & 3rd Wed.) from Brackett Street westerly to Clark Street

South side – (NP 2nd & 4th Tues.) From Clark Street easterly to Brackett Street

Service Area 2 – No Overnight Parking – Twice Monthly Service

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 2 boundaries are described as follows:

West side of Center Street, Congress Street to a line running 5' parallel to the northerly street line of Commercial Street.

A line running 5' parallel to the northerly street line of Commercial Street, Center Street to Brackett Street

East side of Brackett Street, from a line running 5' parallel to the northerly street line of Commercial Street to Pine Street

South side of Pine Street, Brackett Street to State Street

South side of Congress Street, State Street to Center Street

The following streets or segments of street are included within the boundaries of District #2:

Brackett Street
Brown Street
Center Street*
Congress Street
Danforth Street
Foundry Lane*
Free Street
Gray Street
Guilford Court*
High Street
Maple Street
Nye Street*
Oak Street

Park Street
Pine Street
Pleasant Street
South Street
Spring Street
State Street
Stetson Court
Stratton Place*
Tate Street*
Tyng Street
Winter Street
York Street

* - Streets included within the designated boundaries, but not affected by the Parking Project

BRACKETT STREET

East side - (NP 1st & 3rd Tuesday) From York Street northerly to Pine Street

BROWN STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Free Street

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) State Street easterly to Center Street

DANFORTH STREET

North side - (NP 1st & 3rd Tues.) From York Street westerly to

Brackett Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to York Street

FREE STREET

North side - (NP 1st & 3rd Tues.) From Congress Street easterly to Center Street

South side - (NP 2nd & 4th Tues.) From Congress Street easterly to Center Street

GRAY STREET

North side - (NP 1st & 3rd Tues.) From Park Street westerly to State Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to Center
Street

HIGH STREET

East side - (NP 1st & 3rd Tues.) From York Street northerly to Pleasant Street

East side - (NP 1st & 3rd Tues.) From Spring Street northerly to Free Street

West side - (NP 2nd & 4th Tues.) From York Street southerly to Commercial Street

West side - (NP 2nd & 4th Tues.) From York Street northerly to Pleasant Street

West side - (NP 2nd & 4th Tues.) From Spring Street northerly to Congress Street

MAPLE STREET

East side - (NP 1st & 3rd Tues.) From Commercial Street northerly to Danforth Street

West side - (NP 2nd & 4th Tues.) From York Street southerly to Commercial Street

OAK STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Free Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Spring Street

PARK STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to Spring Street

East side - (NP 1st & 3rd Tues.) From York Street southerly to Commercial Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Commercial Street

PINE STREET

South side - (NP 2nd & 4th Tues.) From State Street westerly to Brackett Street

PLEASANT STREET

North side - (NP 1st & 3rd Tues.) From Center Street westerly to Park Street

South side - (NP 2nd & 4th Tues.) From Park Street easterly to Center Street

SOUTH STREET

West side - (NP 2nd & 4th Tues.) From the terminus southerly to Pleasant Street

SPRING STREET

North side - (NP 1st & 3rd Tues.) From a point westerly of Center Street
to a point westerly of Center Street

North side - (NP 1st & 3rd Tues.) From a point westerly of Oak Street
to a point westerly of Oak Street

North side - (NP 1st & 3rd Tues.) From a point westerly of State Street
to a point easterly of Brackett Street

STATE STREET

East side - (NP 1st & 3rd Tues.) From Congress Street southerly to York Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to York Street

STETSON COURT

South side - (NP 2nd & 4th Tues.) From the terminus easterly to Park Street

TYNG STREET

East side - (NP 1st & 3rd Tues.)) From York Street northerly to Danforth Street

West side - (NP 2nd & 4th Tues.) From Danforth Street southerly to York Street

WINTER STREET

East side - (NP 2nd & 4th Tues.)) From Danforth Street northerly to Pine Street

YORK STREET

North side - (NP 1st & 3rd Tues.)) From Park Street westerly to Brackett Street

South side - (NP 2nd & 4th Tues.) From Brackett Street easterly to State Street

SERVICE AREA 3 – No Overnight Parking - Weekly Service

No Overnight Parking -Sundays & Tuesdays

Parking is prohibited between the hours Sunday, 11:30 PM to 7:00 A.M. Monday on the odd side of the street and is prohibited on the even side of the street from Tuesday 11:30 PM to 7 A.M. Wednesday.

Service Area 3 boundaries are described as follows:

Up to but not including the West side of India, Congress Street to Commercial Street.

South side of Commercial Street, From a point opposite Brackett Street to India Street

A line running 5' parallel to the northerly street line of Commercial Street,
Center Street to a point opposite Brackett Street

East side of Center Street, Commercial Street to Congress Street.

South side of Congress Street, Center Street to India Street

*** The following streets or segments of street are included within the boundaries of Service Area 3:**

Center Street	Free Street
Church Street*	Gold Street *
Commercial Street	Hampshire Street
Congress Street	Market Street
Cotton Street	Middle Street
Cross Street	Milk Street
Custom House Street	Moulton Street
Dana Street	Newbury Street
Elm Street Ext.	Pearl Street
Exchange Street	Silver Street
Federal Street	Spring Street
Fore Street	Temple Street
Fox Court	Union Street
Franklin Street*	Wharf Street*

* - Streets that are included within the designated boundaries, but not affected by the Parking Project

CENTER STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Commercial Street northerly to Fore

Street

East side - NP Sun. 11:30 PM to Mon. 7 AM) From Free Street northerly to Congress

Street

COMMERCIAL STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Franklin Arterial westerly to High Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Deakes Wharf easterly to a point opposite India Street

CONGRESS STREET

South side - (NP Tues. 11:30 PM to Wed. 7 AM) From Temple Street easterly to India Street

COTTON STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street northerly to dead

end

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From the dead end southerly to

Fore Street

CROSS STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street southerly to Commercial

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Free Street to a point southerly of Free

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to

Commercial Street

CUSTOM HOUSE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point northerly of Commercial Street to Fore

Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street to a point southerly of Fore Street

DANA STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Commercial Street northerly to Wharf

Street

West side - (NP Tues. 11:30 PM to Wed. 7 AM) From Wharf Street to a point southerly of

Wharf Street

ELM STREET EXTENTION

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Congress Street southerly to Federal Street

EXCHANGE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Congress Street southerly to Fore Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Federal Street southerly to Fore Street

FEDERAL STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Hampshire Street

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street easterly to Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Temple Street

South side – (NP Tues. 11:30 PM to Wed. 7:00 A.M.) From Elm Street Extension easterly to Franklin Arterial

South side - NP Tues. 11:30 PM to Wed. 7:00 A.M.) From Franklin Arterial easterly to India Street

FORE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point westerly of India Street to a point easterly of Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Exchange Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Union Street easterly to India Street

FOX COURT

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street northerly to dead end

FRANKLIN STREET

East side -- (NP Sun. 11:30 PM to Mon. 7 AM) from Commercial Street northerly to Fore Street

FREE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Center Street easterly to a point opposite Cross Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Center Street easterly to Temple Street

HAMPSHIRE STREET

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Congress Street southerly to Middle Street

MARKET STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street northerly to Federal Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to Commercial Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street northerly to Congress Street

MIDDLE STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Exchange Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Union Street easterly to India Street

MILK STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Silver Street

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Market Street westerly to Exchange Street

South side (NP Tues. 11:30 PM to Wed. 7 AM) From Exchange Street easterly to Market Street

South side (NP Tues. 11:30 PM to Wed. 7 AM) From Silver Street easterly to Pearl Street

MOULTON STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Fore Street southerly to Commercial Street

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Fore Street southerly to Commercial Street

NEWBURY STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From India Street westerly to Franklin Arterial

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Pearl Street westerly to Market Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Market Street easterly to Pearl Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From Franklin Arterial easterly to India Street

PEARL STREET

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Federal Street southerly to

Newbury St.

West side – (NP Tues. 11:30 PM to Wed. 7 AM) From Middle Street southerly to Fore Street

SILVER STREET

West side (NP Tues. 11:30 PM to Wed. 7 AM) From Milk Street southerly to Fore Street

West side (NP Tues. 11:30 PM to Wed. 7 AM) From Milk Street northerly to Middle Street

SPRING STREET

North side - (NP Sun. 11:30 PM to Mon. 7 AM) From Temple Street westerly to Cross Street

South side – (NP Tues. 11:30 PM to Wed. 7 AM) From a point easterly of Center Street to Union Street

TEMPLE STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From a point northerly of Middle Street to Federal Street

UNION STREET

East side - (NP Sun. 11:30 PM to Mon. 7 AM) From Wharf Street northerly to Fore Street

SERVICE AREA 4 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 4 boundaries are described as follows:

East side of Eastern Promenade, Congress Street to Atlantic Street

South side of Fore Street, Atlantic Street to India Street

West side of India Street, Commercial Street to Congress Street

South side of Congress Street, India Street to Eastern Promenade

The following streets or segments of street are included within the boundaries Service Area #4:

CONGRESS STREET

INDIA STREET

EASTERN PROMENADE

MIDDLE STREET

FEDERAL STREET

MOUNTFORT STREET

FORE STREET

NEWBURY STREET

HANCOCK STREET

THAMES STREET

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street and from Kellogg Street to Munjoy Street

South side - (NP 2nd & 4th Tues.) From Mountfort Street to Kellogg Street and Munjoy Street to Eastern Promenade

EASTERN PROMENADE

East side - (NP 2nd & 4th Tues.) From a point opposite Atlantic Street easterly to the exit of Fort Allen Park

FEDERAL STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street

FORE STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

HANCOCK STREET

East side (NP 1st & 3rd Tues.) From Thames Street northerly to Federal Street

West side - (NP 2nd & 4th Tues) From Federal Street southerly to Thames Street

INDIA STREET

East side (NP 1st & 3rd Wed.) From Fore Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Commercial Street

KELLOGG STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

MIDDLE STREET

South side - (NP 2nd & 4th Tues.) From India Street easterly to Hancock Street

MOUNTFORT STREET

West side - (NP 2nd & 4th Tues) From Congress Street southerly to Fore Street

NEWBURY STREET

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street easterly to Mountfort Street

THAMES STREET

North side - (NP 1st & 3rd Tues.) From terminus westerly to India Street

South side - (NP 2nd & 4th Tues. From India Street easterly to terminus

SERVICE AREA 5 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 5 boundaries are described as follows:

North side of Pine Street. Congress Street to a point following the North side of Pine Street extended to Valley Street

East side of Valley Street. Danforth Street to a point intersecting the North side of Pine Street extended

West side of St. John Street. Veteran's Circle to Park Avenue

North side of Park Avenue. St. John Street to Deering Avenue

West side of Deering Avenue. Park Avenue to Congress Street

South side of Congress Street. Deering Avenue to Pine Street

The following streets or segments of street are included within the boundaries of Service Area 5:

A STREET	HILL STREET
BLYTHE COURT*	HORTON PLACE*
BOYNTON STREET	HOULTON STREET
BRACKETT STREET	MACMILLEN ROAD
BRAMHALL PLACE*	MARSHALL STREET*
BRAMHALL STREET	NEAL STREET
C STREET	PARK AVENUE
CARLETON STREET	PINE STREET
CHADWICK STREET	RUSSELL STREET*
CHARLES STREET*	ST. JOHN STREET
CONGRESS STREET	TROWBRIDGE PLACE*
CRESCENT STREET	VALLEY STREET
D STREET	VAUGHN STREET
DEERING AVENUE	WALKER STREET*
DOW STREET	WEST STREET
ELLSWORTH STREET	WESCOTT STREET*
FOREST STREET	WESTERN PROMENADE
GILMAN STREET	WEYMOUTH STREET
GRANT STREET	

* Streets included within the designated boundaries, but not affected by the Parking Project

A STREET

North side (NP 1st & 3rd Wed.) From Gilman Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Gilman Street

BOYNTON STREET

South side (NP 2nd & 4th Wed.) From Forest Street easterly to Weymouth Street

BRACKETT STREET

North side (NP 1st & 3rd Wed.) From Pine Street westerly to Vaughan Street

South side (NP 2nd & 4th Wed.) From Bramhall Street easterly to Pine Street

BRAMHALL STREET

East side (NP 1st & 3rd Wed.) From Brackett Street northerly to Vaughan Street

East side (NP 1st & 3rd Wed.) From Chadwick Street southerly to West Street

West side (NP 2nd & 4th Wed.) From Bramhall Place southerly to West Street

C STREET

North side (NP 1st & 3rd Wed.) From Valley Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Valley Street

CARLETON STREET

East side (NP 1st & 3rd Wed.) From Pine Street northerly to Congress Street

CHADWICK STREET

East side (NP 1st & 3rd Wed.) From Bramhall Street southerly to Pine Street

West side (NP 2nd & 4th Wed.) From Bramhall Street southerly to Pine Street

CONGRESS STREET

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to a point opposite State Street

CRESENT STREET

North side (NP 1st & 3rd Wed.) From Charles Street easterly to Ellsworth Street

D STREET

North side (NP 1st & 3rd Wed.) From Valley Street westerly to St. John Street

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Valley Street

DEERING AVENUE

West side (NP 2nd & 4th Wed.) From Grant Street southerly to a point opposite Cumberland Avenue

DOW STREET

West side (NP 2nd & 4th Wed.) From Brackett Street northerly to Congress Street

ELLSWORTH STREET

East side (NP 1st & 3rd Wed.) From Charles Street northerly to Hill Street

FOREST STREET

West side (NP 2nd & 4th Wed.) From Congress Street northerly to Park Avenue

GILMAN STREET

East side (NP 1st & 3rd Wed.) From Park Avenue southerly to Congress Street

East side (NP 1st & 3rd Wed.) From the terminus northerly to Congress Street

West side (NP 2nd & 4th Wed.) From Park Avenue southerly to the terminus

GRANT STREET

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to Weymouth Street

South side (NP 2nd & 4th Wed.) From Weymouth Street easterly to Deering Avenue

HILL STREET

North side (NP 1st & 3rd Wed.) From Bramhall Street westerly to Ellsworth Street

South side (NP 2nd & 4th Wed.) From Ellsworth Street easterly to Bramhall Street

MACMILLAN ROAD

West side (NP 2nd & 4th Wed.) From a point southerly of Congress Street (1 space)

NEAL STREET

East side (NP 1st & 3rd Wed.) From Brackett Street southerly to Pine Street

West side (NP 2nd & 4th Wed.) From Congress Street southerly to Pine Street

PARK AVENUE

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street

South side (NP 2nd & 4th Wed.) From Gilman Street easterly to Deering Avenue

PINE STREET

North side (NP 1st & 3rd Wed.) From State Street westerly to Brackett Street

North side (NP 1st & 3rd Wed.) From Carleton Street westerly to Western Promenade

ST. JOHN STREET

East side (NP 1st & 3rd Wed.) From a point northerly the Valley Street, northerly to A Street

West side (NP 2nd & 4th Wed.) From a point northerly of Valley Street,, southerly to a point northerly of Valley Street

VALLEY STREET

East side (NP 1st & 3rd Wed.) From Danforth Street northerly to Park Avenue

West side (NP 2nd & 4th Wed.) From Congress Street southerly to St. John Street

West side (NP 2nd & 4th Wed.) From Congress Street northerly to Park Avenue

VAUGHAN STREET

East side (NP 1st & 3rd Wed.) From Pine Street northerly to Bramhall Street

West side (NP 2nd & 4th Wed.) From Bramhall Street southerly to Pine Street

WEST STREET

North side (NP 1st & 3rd Wed.) From Blyth Court westerly to Western Promenade

South side (NP 2nd & 4th Wed.) From Western Promenade easterly to Pine Street

WESTERN PROMENADE

East side (NP 1st & 3rd Wed.) From Pine Street northerly to West Street

West side - (NP Tues) From a point opposite West Street southerly to a point opposite Pine Street

WEYMOUTH STREET

East side (NP 1st & 3rd Wed.) From Congress Street northerly to Park Avenue

West side (NP 2nd & 4th Wed.) From Park Avenue southerly to Congress Street

SERVICE AREA 6 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM Wednesday to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 6 boundaries are described as follows:

West side of Preble Street, Marginal Way to Congress Street

North side of Congress Street, Preble Street to Deering Avenue

East side of Deering Avenue, Congress Street to Park Avenue

North side of Park Avenue, Deering Avenue to State Street.

West side of State Street, Park Avenue to Forest Avenue

North side of Marginal Way, Forest Avenue to Preble Street

The following streets or segments of street are included within the boundaries of Service area 6:

ALDER STREET
BRATTLE STREET
BROWN STREET
CASCO STREET
CONGRESS STREET
CUMBERLAND AVE
DEERING AVENUE
DEERING STREET PLACE
DEERING STREET
FOREST AVE
GRANT STREET
HANOVER STREET
HENRY STREET

HIGH STREET
MELLEN STREET
OAK STREET
OXFORD STREET
PARK AVENUE
PARRIS STREET
PORTLAND STREET
PREBLE STREET
SHEPLEY STREET
SHERMAN STREET
STATE STREET
VERNON PLACE*

* Streets included within the designated boundaries, but not affected by the parking project.

ALDER STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Portland Street northerly to

Kennebec Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) from Portland Street northerly to Lancaster Street (April 1st to November 30th)

West side - (NP except 1st & 3rd Wed. 12:01 - 7 AM, December 1st to March 31st.)
from Portland Street northerly to Lancaster Street

BROWN STREET

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street to a point northerly of Congress Street

CASCO STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point northerly of Congress Street to Cumberland Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to Congress Street

CONGRESS STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to Deering Avenue

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to

Mechanic Street

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Mellen Street westerly to

Deering Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Mellen Street easterly to State

Street

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From High Street easterly to Forest

Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Casco Street easterly to

Brown Street

DEERING AVENUE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Grant Street

DEERING STREET PLACE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Deering Street to a point southerly of Deering Street

FOREST AVENUE

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Portland Street northerly to a point opposite High Street

Extension

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From High Street Extension southerly to Park Avenue

HENRY STREET

Eastside - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From the terminus northerly to Deering Street

HIGH STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Park Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to Grant Street

HIGH STREET EXTENTION

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue to Forest Avenue

MARGINAL WAY

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point westerly of Preble Street Extension to a point easterly of Forest Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From a point easterly of Forest Avenue to Hanover Street

MELLEN STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Park Avenue

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

OAK STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

OXFORD STREET

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Preble Street westerly to Portland Street

PARK AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From High Street westerly to Deering Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Deering Avenue easterly to High Street

PORTLAND STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Preble Street westerly to Forest Avenue

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Forest Avenue easterly to Preble Street

PREBLE STREET

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Kennebec Street southerly to Congress Street

SHEPLEY STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Casco Street westerly to Oak Street

South side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Oak Street easterly to Casco Street

STATE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Park Avenue southerly to Congress Street

STATE STREET EXTENSION

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Forest Avenue southerly to Park Avenue

SERVICE AREA 7 – NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Wednesday on the 1st and 3rd Wednesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Wednesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 7 boundaries are described as follows:

Eastside of Preble Street, Marginal Way to Congress

Northside of Congress Street, Preble Street to Smith Street

Up to but not including the Westside of Smith Street, Congress Street to Fox Street

Up to but not including the Westside of Diamond Street, Fox Street to Marginal Way

Northside of Marginal Way, Diamond Street to Preble Street

The following streets or segments of street are included within the boundaries of Service Area 7:

BOYD STREET	LOCUST STREET
CEDAR STREET	MARGINAL WAY*
CHAPEL STREET*	MAYO STREET
CHESTNUT STREET	MYRTLE STREET
CONGRESS STREET	NORTH BOYD STREET*
CUMBERLAND AVE	OXFORD STREET
ELM STREET	PEARL STREET
FOX STREET	PREBLE STREET
FRANKLIN STREET*	SOMERSET STREET
KENNEBEC STREET	STONE STREET
LANCASTER STREET	WILMOT STREET

* Streets included within the designated boundaries, but not affected by Parking Project

BOYD STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to
end of street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From end of street southerly to
Cumberland Avenue

CEDAR STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Lancaster Street

West side - (EXCEPT 1ST & 3RD Wed. 12:01 - 7 AM) From Cumberland Avenue northerly to Lancaster Street

CHESTNUT STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to Congress Street

East side - (NP except 1ST & 3RD Wed. 12:01 - 7 AM.) From Cumberland Avenue northerly to Oxford Street

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Oxford Street to Lancaster Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Somerset Street southerly to Congress Street

CONGRESS STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Elm Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Elm
Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Pearl Street easterly to Smith
Street

ELM STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Kennebec
Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland
Avenue

FOX STREET

Southside (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Franklin Arterial easterly to a point opposite Diamond
Street

KENNEBEC STREET

North side – (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Pearl Street westerly to Chestnut Street

Southside - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Chestnut street easterly to Pearl Street

LANCASTER STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM)From Pearl Street westerly to Preble Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Cedar Street easterly to Pearl Street

LOCUST STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

MAYO STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to the terminus

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From the terminus southerly to Cumberland Avenue

MYRTLE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Congress Street northerly to Oxford Street

West side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Congress Street northerly to Cumberland Avenue

West side - (NP except 1st & 3rd Wed. 12:01 – 7 AM) From Cumberland Avenue northerly to Oxford Street

OXFORD STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Smith Street westerly to Boyd Street

North side – (NP except 1st & 3rd Wed. 12:01 – 7 AM) from Wilmot Street westerly to Pearl Street

Southside (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Preble Street easterly to Smith Street

PEARL STREET

East side-(NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Oxford Street

PREBLE STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Lancaster Street southerly to Oxford

Street

East side (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue southerly to
Congress Street

SOMERSET STREET

North side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From a point opposite Pearl Street westerly to
Elm Street

South side (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Elm Street easterly to Franklin Arterial

STONE STREET

East side – (NP except 2nd & 4th Wed. 12:01- 7AM) From Oxford southerly to Cumberland

West side – (NP 2nd & 4th Wed. 12:01 – 7 AM) From oxford southerly to Cumberland

WILMOT STREET

East side - (NP 1st & 3rd Wed 12:01 - 7:00 AM) From Cumberland Avenue northerly to Oxford Street

West side - (NP 2nd & 4th Wed 12:01 - 7:00 AM) From Oxford Street southerly to Cumberland Avenue

SERVICE AREA 8– NO OVERNIGHT PARKING – TWICE MONTHLY SERVICE

No Overnight Parking – Tuesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 8 boundaries are described as follows:

West side of Diamond Street, Marginal Way to Fox Street

West side of Smith Street, Fox Street to Congress Street

North side of Congress Street, Smith Street to Eastern Promenade

East side of Eastern Promenade, Congress Street to Washington Avenue

North side of Plowman Street, Washington Avenue to Marginal Way

North side of Marginal Way, Plowman Street to Diamond Street

The following streets or segments of streets are included within the boundaries of Service

Area 8:

ANDERSON STREET	MARION STREET
CLEEVES STREET	MELBOURNE STREET
CONGRESS STREET	MERRILL STREET
COVE STREET	MONROE STREET
CUMBERLAND AVE	MONTGOMERY STREET*
DIAMOND STREET	MONTREAL STREET
EASTERN PROMENADE	MORNING STREET
E. LANCASTER STREET	NORTH STREET
EMERSON STREET	OXFORD STREET
EVERETT STREET	PLOWMAN STREET*
FOX STREET	QUEBEC STREET
GOULD STREET	ROMASCO LANE*
GREENLEAF STREET	SHERIDAN STREET
HAMMOND STREET	SMITH STREET

HOWARD STREET	30 SUMNER COURT*
LAFAYETTE STREET	TURNER STREET
MADISON STREET	WALNUT STREET
MARGINAL WAY	WASHINGTON AVE
	WILLIS STREET
	WINTHROP STREET

* Streets included within the designated boundaries, but not affected by the parking project.

CONGRESS STREET

North side (NP 1st & 3rd Tues. 12:01 - 7:00 AM) from Merrill Street to a point westerly of North Street and from Washington Avenue to Smith Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Tues. 12:01 - 7:00 AM) from Washington Avenue westerly to Smith Street

South side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From Smith Street easterly to Washington Avenue

EASTERN PROMENADE

East side - (NP 1st & 3rd Tues. 12:01 - 7 AM) From a point opposite Congress Street northerly to a point opposite Walnut Street

East side - (NP 1st & 3rd Tues. 4 - 6 AM) From a point opposite Walnut Street northerly to a point opposite East End School

West side - (NP 2nd & 4th Tues. 4 - 6 AM) From North Street southerly to Walnut Street

West side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From Walnut Street southerly to Congress Street

NORTH STREET

East side - (NP 4 a.m. to 6 a.m. Mon.) from a point northerly of Walnut Street to Eastern Prom

West side - (NP 4 a.m. to 6 a.m. Mon.) from E. Prom to a point northerly of Walnut Street

WASHINGTON AVENUE

East side (NP 1st & 3rd Tues. 12:01 - 7:00 AM) From Congress Street northerly to Eastern Promenade

West side - (NP 2nd & 4th Tues. 12:01 - 7:00 AM) From a point opposite Eastern Promenade southerly to Cumberland Avenue

Schedule XXXB

Schedule XXXB Added to the Traffic Schedule 11/2014

Service Area - "Nathan Clifford" -- No Overnight Parking – Twice Monthly Service

No Overnight Parking – Wednesday

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for north & east side on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the south side & west side on the following streets or parts of streets.

Service Area "Nathan Clifford" boundaries are described as follows:

South side of Washburn Ave. – From the west side of Deering Ave. to the west side of Payson Street.

West side of Payson Street – From the south side of Washburn Ave. to the south side of Granite Street.

South side of Granite Street – From the west side of Payson Street to the east side of St. John Street,

North side of Falmouth Street – From the east side of St. John Street to the west side of Deering Ave.

West side of Deering Ave. – From the north side of Falmouth Street to the south side of Washburn Ave.

The following streets or segments of streets are included within the boundaries of the service area:

Deane Street	Deering Ave
Exeter Street*	Falmouth Street
Granite Street	Payson Street
Roberts Street	Washburn Ave.

* Streets included within the designated boundaries, but not affected by the Parking Project.

Deane Street

East side (NP 1st & 3rd Wed.) From Washburn Ave northerly to Falmouth Street

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Washburn Ave.

Deering Avenue

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Washburn Ave.

Falmouth Street

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street.

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Deering Avenue.

Granite Street

North Side (NP 1st & 3rd Wed.) From Deering Ave. westerly to St. John Street.

Payson Street

East Side (NP 1st & 3rd Wed.) From Washburn Avenue northerly to Falmouth Street

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Washburn Ave.

Roberts Street

East side (NP 1st & 3rd Wed.) From Granite Street northerly to Falmouth Street

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Granite Street

Washburn Avenue

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to Payson Street

Southside (NP 2nd & 4th Wed.) From Payson Street easterly to Deering Ave.

Schedule XXXB**Schedule XXXB Added to the Traffic Schedule 11/2014****Service Area - "Nathan Clifford" -- No Overnight Parking -- Twice Monthly Service****No Overnight Parking -- Wednesday**

Parking is prohibited between the hours of 12:01 AM to 7:00 A.M. Tuesday on the 1st and 3rd Tuesday of the month for north & east side on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the south side & west side on the following streets or parts of streets.

Service Area "Nathan Clifford" boundaries are described as follows:

South side of Washburn Ave. -- From the west side of Deering Ave. to the west side of Payson Street.

West side of Payson Street -- From the south side of Washburn Ave. to the south side of Granite Street.

South side of Granite Street -- From the west side of Payson Street to the east side of St. John Street,

North side of Falmouth Street -- From the east side of St. John Street to the west side of Deering Ave.

West side of Deering Ave. -- From the north side of Falmouth Street to the south side of Washburn Ave.

The following streets or segments of streets are included within the boundaries of the service area:

Deane Street	Deering Ave
Exeter Street*	Falmouth Street
Granite Street	Payson Street
Roberts Street	Washburn Ave.

* Streets included within the designated boundaries, but not affected by the Parking Project.

Deane Street

East side (NP 1st & 3rd Wed.) From Washburn Ave northerly to Falmouth Street

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Washburn Ave.

Deering Avenue

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Washburn Ave.

Falmouth Street

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to St. John Street.

South side (NP 2nd & 4th Wed.) From St. John Street easterly to Deering Avenue.

Granite Street

North Side (NP 1st & 3rd Wed.) From Deering Ave. westerly to St. John Street.

Payson Street

East Side (NP 1st & 3rd Wed.) From Washburn Avenue northerly to Falmouth Street

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Washburn Ave.

Roberts Street

East side (NP 1st & 3rd Wed.) From Granite Street northerly to Falmouth Street

West side (NP 2nd & 4th Wed.) From Falmouth Street southerly to Granite Street

Washburn Avenue

North side (NP 1st & 3rd Wed.) From Deering Avenue westerly to Payson Street

Southside (NP 2nd & 4th Wed.) From Payson Street easterly to Deering Ave.

SCHEDULE XXXIA**SCHEDULE XXXI REPEALED BY CITY OF PORTLAND COUNCIL ORDER 11/2014****NO DAYTIME PARKING – CITY SERVICE AREAS****Summary:**

Service Area 4: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Service Area 6: Twice Monthly per Side of Street
Odd: 1st & 3rd Thursday 10:00 AM to 2:00 PM
Even: 2nd & 4th Thursday 10:00 AM to 2:00 PM

Service Area 8: Twice Monthly per Side of Street
Odd: 1st & 3rd Tuesday 10:00 AM to 2:00 PM
Even: 2nd & 4th Tuesday 10:00 AM to 2:00 PM

Details:

Service Area 4:	Page 2
Service Area 6:	Page 5
Service Area 8:	Page 7

Service Area 4 – No Daytime Parking – Twice Monthly Service

No Daytime Parking – Tuesday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 4 boundaries are described as follows:

East side of Eastern Promenade, Congress Street to Atlantic Street

South side of Fore Street, Atlantic Street to India Street

West side of India Street, Commercial Street to Congress Street

South side of Congress Street, India Street to Eastern Promenade

The following streets or segments of street are included within the boundaries Service Area #4:

ADAMS STREET	MOODY STREET
ATLANTIC STREET	MORNING STREET
BECKETT STREET	MOUNTFORT STREET
CONGRESS STREET	MUNJOY STREET
CUTTER STREET*	
EASTERN PROMENADE	NEWBURY STREET
FEDERAL STREET	O'BRIEN STREET
FORE STREET	PONCE STREET
GILBERT LANE*	SHERBROOK STREET
HANCOCK STREET	SHERIDAN STREET
HOYT'S LANE*	ST. LAWRENCE STREET
	THAMES STREET
INDIA STREET	VESPER STREET
KELLOGG STREET	WATERVILLE ST.
MIDDLE STREET	WILSON STREET
MONUMENT STREET	

***Streets included within the designated boundaries, but not affected by the parking project.**

ADAMS STREET

North side (NP 1st & 3rd Tues.) From Waterville Street westerly to Sheridan Street

South side - (NP 2nd & 4th Tues.) From a point opposite Sheridan Street easterly to Waterville Street

ATLANTIC STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

BECKETT STREET

East side (NP 1st & 3rd Tues.) From Moody Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Moody Street

CONGRESS STREET

South side - (NP 2nd & 4th Tues.) From Mountfort Street easterly to Kellogg Street and Munjoy Street easterly to Eastern Promenade

EASTERN PROMENADE

East side - (NP 2nd & 4th Tues.) From a point opposite Atlantic Street easterly to the exit of Fort Allen Park

East side - (NP 2nd & 4th Tues.) From Cutter Street to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to a point opposite Cutter Street

West side - (NP 2nd & 4th Tues.) From Vesper Street to Atlantic Street

FORE STREET

North side (NP 1st & 3rd Tues.) From Atlantic Street to Mountfort Street

North side (NP 1st & 3rd Tues.) From Mountfort Street westerly to India Street

South side - (NP 2nd & 4th Tues.) From India Street to a point opposite Mountfort Street

South side - (NP 2nd & 4th Tues.) From a point opposite Mountfort Street to opposite Atlantic Street

KELLOGG STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

MONUMENT STREET

North side (NP 1st & 3rd Tues.) From Munjoy Street westerly to Ponce Street

South side - (NP 2nd & 4th Tues.) From Ponce Street easterly to Munjoy Street

MOODY STREET

North side (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Munjoy Street

South side - (NP 2nd & 4th Tues.) From Munjoy Street easterly to Eastern Promenade

MORNING STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

MUNJOY STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

O'BRIEN STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Wilson Street

West side - (NP 2nd & 4th Tues.) From Wilson Street southerly to Eastern Promenade

PONCE STREET

East side (NP 1st & 3rd Tues.) From Monument Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Monument Street

SHERBROOK STREET

North side (NP 1st & 3rd Tues.) From St. Lawrence Street westerly to Waterville Street

SHERIDAN STREET

East side (NP 1st & 3rd Tues.) From Adams Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Adams Street

ST. LAWRENCE STREET

East side (NP 1st & 3rd Tues.) From Fore Street northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Fore Street

VESPER STREET

East side (NP 1st & 3rd Tues.) From Eastern Promenade northerly to Congress Street

West side - (NP 2nd & 4th Tues.) From Congress Street southerly to Eastern Promenade

WATERVILLE STREET

East side (NP 1st & 3rd Tues.) From Fore Street northerly to Monument Street

West side - (NP 2nd & 4th Tues.) From Monument Street southerly to Fore Street

WILSON STREET

North side (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Atlantic Street

South side - (NP 2nd & 4th Tues.) From Atlantic Street easterly to Eastern Promenade

SERVICE AREA 6 – NO DAYTIME PARKING – TWICE MONTHLY SERVICE

No Daytime Parking – Thursday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM on the 1st and 3rd Thursday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Thursday of the month for the South & West sides on the following streets or parts of streets.

Service Area 6 boundaries are described as follows:

West side of Preble Street, Marginal Way to Congress Street

North side of Congress Street, Preble Street to Deering Avenue

East side of Deering Avenue, Congress Street to Park Avenue

North side of Park Avenue, Deering Avenue to State Street.

West side of State Street, Park Avenue to Forest Avenue

North side of Marginal Way, Forest Avenue to Preble Street

The following streets or segments of street are included within the boundaries of Service area 6:

ALDER STREET
BRATTLE STREET
BROWN STREET
CASCO STREET
CONGRESS STREET
CUMBERLAND AVE
DEERING AVENUE
DEERING STREET PLACE
DEERING STREET
FOREST AVE
GRANT STREET
HANOVER STREET
HENRY STREET

HIGH STREET
MELLEN STREET
OAK STREET
OXFORD STREET
PARK AVENUE
PARRIS STREET
PORTLAND STREET
PREBLE STREET
SHEPLEY STREET
SHERMAN STREET
STATE STREET
VERNON PLACE*

* Streets included within the designated boundaries, but not affected by the parking project.

ALDER STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue

AVON PLACE

North side - (NP 1st & 3rd Thurs.) From a point westerly of the terminus to a point easterly of Avon Street

AVON STREET

East side - (NP 1st & 3rd Thurs.) From Deering Street northerly to Cumberland

Avenue

West side - (NP 2nd & 4th Thurs.) From Deering Street northerly to Cumberland Avenue

DEERING STREET

North side - (NP 1st & 3rd Thurs.) From High Street westerly to Mellen

Street

South side - (NP 2nd & 4th Thurs.) From Mellen Street easterly to High Street

GRANT STREET

North side - (NP 1st & 3rd Thurs.) From Deering Avenue easterly to High Street

South side - (NP 2nd & 4th Thurs.) From Deering Avenue easterly to High Street

HANOVER STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue (April 1st to November 30¹)

East side - (NP 2nd & 4th Thurs.. December 1st to March 31st)
from Portland Street southerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From a point northerly of Portland Street southerly to Cumberland Avenue

HENRY STREET

Eastside - (NP 1st & 3rd Thurs.) From the terminus northerly to Deering Street

MECHANIC STREET

East side - (NP 1st & 3rd Thurs.) From Portland Street southerly to Cumberland Avenue (April 1st to November 30th)

East side - (NP except 11:30 P.M. Tue. to 7:00 AM. Wed. December 1st to March 31st)
from Portland Street southerly to Cumberland Avenue

West side - (NP 2nd & 4th Thurs.) From Portland Street southerly to Cumberland Avenue

PARRIS STREET

East side - (NP 1st & 3rd Thurs.) From Cumberland Avenue northerly to Portland Street

West side - (NP 2nd & 4th Thurs.) From Cumberland Avenue northerly to Portland Street (April 1st to November 30th)

West side - (NP 1st & 3rd Thursday Mon. Dec. 1st to March 31st)
from Cumberland Avenue northerly to Portland Street)

SHERMAN STREET

North side - (NP 1st & 3rd Thurs.) From High Street westerly to Deering Avenue

South side - (NP 2nd & 4th Thurs.) From High Street westerly to Deering Avenue

SERVICE AREA 8– NO DAYTIME PARKING – TWICE MONTHLY SERVICE

No Daytime Parking – Tuesday

Parking is prohibited between the hours of 10:00 AM to 2:00 PM Tuesday on the 1st and 3rd Tuesday of the month for North & East sides on the following streets or parts of the streets and on the 2nd and 4th Tuesday of the month for the South & West sides on the following streets or parts of streets.

Service Area 8 boundaries are described as follows:

West side of Diamond Street, Marginal Way to Fox Street

West side of Smith Street, Fox Street to Congress Street

North side of Congress Street, Smith Street to Eastern Promenade

East side of Eastern Promenade, Congress Street to Washington Avenue

North side of Plowman Street, Washington Avenue to Marginal Way

North side of Marginal Way, Plowman Street to Diamond Street

The following streets or segments of streets are included within the boundaries of Service

Area 8:

ANDERSON STREET	MARION STREET
CLEVES STREET	MELBOURNE STREET
CONGRESS STREET	MERRILL STREET
COVE STREET	MONROE STREET
CUMBERLAND AVE	MONTGOMERY STREET*
DIAMOND STREET	MONTREAL STREET
EASTERN PROMENADE	MORNING STREET
E. LANCASTER STREET	NORTH STREET
EMERSON STREET	OXFORD STREET
EVERETT STREET	PLOWMAN STREET*
FOX STREET	QUEBEC STREET
GOULD STREET	ROMASCO LANE*
GREENLEAF STREET	SHERIDAN STREET
HAMMOND STREET	SMITH STREET
HOWARD STREET	SUMNER COURT*

LAFAYETTE STREET

TURNER STREET

MADISON STREET

WALNUT STREET

MARGINAL WAY

WASHINGTON AVE

WILLIS STREET

WINTHROP STREET

* Streets included within the designated boundaries, but not affected by the parking project.

ANDERSON STREET

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to Gould Street

East side - (NP 1st & 3rd Tues.) From Gould Street to Plowman Street

West side- (NP 2nd & 4th Tues.) from a point south of Plowman Street to a point north of Gould Street

West side - (NP 2nd & 4th Tues.) from Fox Street to Cumberland Avenue

CLEEVE STREET

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to Oxford Street

West side (NP 2nd & 4th Tues.) From Oxford Street southerly to Cumberland Avenue

CONGRESS STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Merrill Street and from a point west of North Street to Washington Avenue

COVE STREET

East side - (NP 1st & 3rd Tues.) From Anderson Street northerly to Marginal Way

West side (NP 2nd & 4th Tues.) From Marginal Way southerly to Anderson Street

CUMBERLAND AVENUE

North side - (NP 1st & 3rd Tues.) From Merrill Street westerly to Washington Avenue

South side - (NP 2nd & 4th Tues.) from Washington Avenue easterly to Merrill Street

DIAMOND STREET

East side - NP 1st & 3rd Tues.) From Fox Street to a point northerly of Fox Street

West side (NP 2nd & 4th Tues.) from Marginal Way southerly to Fox Street

EASTERN PROMENADE

East side - (NP 1st & 3rd Tues.) From a point opposite Congress Street northerly to a point opposite

Walnut Street

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Congress Street

EAST LANCASTER STREET

North side - (NP 1st & 3rd Tues.) From Anderson Street westerly to Smith Street

South side (NP 2nd & 4th Tues.) From Smith Street easterly to Anderson Street

EMERSON STREET

East side - (NP 1st & 3rd Tues.) From Melbourne Street southerly to Congress Street

West side (NP 2nd & 4th Tues.) From Melbourne Street southerly to Congress Street

EVERETT STREET

North side - (NP 1st & 3rd Tues.) From Winthrop Street westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Winthrop Street

FOX STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Washington Avenue

GOULD STREET

North side - (NP 1st & 3rd Tues.) From the terminus westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to the terminus

GREENLEAF STREET

East side - (NP 1st & 3rd Tues.) From Oxford Street northerly to Madison Street

East side - (NP 1st & 3rd Tues.) From Everett Street northerly to Fox Street

West side (NP 2nd & 4th Tues.) From Fox Street southerly to Everett Street

West side (NP 2nd & 4th Tues.) From Madison Street southerly to Oxford Street

HAMMOND STREET

East side - (NP 1st & 3rd Tues.) From Fox Street northerly to Gould Street

West side (NP 2nd & 4th Tues.) From Gould Street southerly to Fox Street

HOWARD STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Quebec Street

West side - (NP 2nd & 4th Tues.)

LAFAYETTE STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Quebec Street

West side (NP 2nd & 4th Tues.) From Quebec Street southerly to Congress Street

MADISON STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Anderson Street

South side (NP 2nd & 4th Tues.) From Anderson Street easterly to Washington Avenue

MARGINAL WAY

North side - (NP 1ST & 3RD Tues.) From a point opposite Plowman Street westerly to Diamond Street

South side (NP 2nd & 4th Tues.) From Diamond Street easterly to Plowman Street

MARION STREET

North side - (NP 1st & 3rd Tues.) From the terminus westerly to a point opposite Romasco Lane

South side - (NP 2nd & 4th Tues.) From Washington Avenue easterly to the terminus.

MELBOURNE STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

MERRILL STREET

East side - NP 1st & 3rd Tues.) From Congress Street northerly to Melbourne Street

West side (NP 2nd & 4th Tues.) From Melbourne Street southerly to Congress Street

MONROE STREET

North side - (NP 1st & 3rd Tues.) From Washington Avenue westerly to Greenleaf Street

South side (NP 2nd & 4th Tues.) From Greenleaf Street easterly to Washington Avenue

MONTREAL STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

MORNING STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to Turner Street

West side (NP 2nd & 4th Tues.) From Congress Street northerly to Turner Street

NORTH STREET

East side - (NP 1st & 3rd Tues.) From Congress Street northerly to a point north of Walnut Street

West side (NP 2nd & 4th Tues.) From a point northerly of Walnut Street to a point southerly of

Cumberland Avenue

West side (NP 2nd & 4th Tues.) From a point southerly of Cumberland Avenue to Congress Street

QUEBEC STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to North Street

South side (NP 2nd & 4th Tues.) From North Street easterly to Eastern Promenade

SHERIDAN STREET

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Congress Street

East side - (NP 2ND & 4TH Tues.) from Congress Street northerly to Walnut Street

SMITH STREET

East side - (NP except 10 am To 2 PM 2nd & 4th Tues.) From Congress Street northerly to Cumberland Avenue

East side - (NP 1st & 3rd Tues.) From Cumberland Avenue northerly to the terminus

West side (NP 2nd & 4th Tues.) From the terminus southerly to Congress Street

TURNER STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Merrill Street

South side (NP 2nd & 4th Tues.) From Merrill Street easterly to Eastern Promenade

WALNUT STREET

North side - (NP 1st & 3rd Tues.) From Eastern Promenade westerly to Washington Avenue

South side (NP 2nd & 4th Tues.) From Washington Avenue easterly to Eastern Promenade

WILLIS STREET

East side - (NP 1st & 3rd Tues.) From Melbourne Street northerly to Walnut Street

West side (NP 2nd & 4th Tues.) From Walnut Street southerly to Melbourne Street

WINTHROP STREET

West side (NP 2nd & 4th Tues.) From Fox Street southerly to Madison Street

East side - (NP 2nd & 4th Tues.) - Madison Street to Fox Street

Odd/Even Parking Enforcement

Areas ticketed for odd/even are

- A. USM:** Freeman St., Falmouth St., Noyes, Deerfield, Dartmouth, and William Streets
- B. Libbytown:** Douglass St., Mass. Ave., Bolton St., Whitney Ave., Frances St., Scott St. Elizabeth Rd., & Huntress St
- C. DHS Area:** Columbia Rd, Lawn Ave., Pleasant Ave, Norwood St., Amherst St., Berkley St., Glenwood Ave. (between Pleasant and Woodfords), Higgins, Orkney, Tremont, Concord, and Crosby Streets.

Parking Tickets Issued for Street Maintenance Violations June-Sept. 2016

		# Tickets	Value
Penninsula Code 4	12:01a-7a	5,527	\$165,810
Old Port Code 4	11p-7a	<u>-715</u>	<u>\$21,450</u>
		\$6,242	\$144,360
East End Code 4	10a-2p Tues.	1,676	\$50,280
Parkside Code E	10a-2p Thurs.	658	<u>\$19,740</u>
	Subtotal		\$214,380
Odd/Even Libbytown, USM, Deerin		2,149	<u>\$32,250</u>
	TOTAL		\$246,630
			<u>X 70% collect rate</u>
			\$172,641 Est. Revenue

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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
NEW CHAPTER 34 PESTICIDE USE**

WHEREAS, the City of Portland wishes to protect the quality of Casco Bay and other waterways that support the economic vitality of local fisheries and the working waterfront; and

WHEREAS, the City of Portland recognizes that healthy soils serve as the foundation for vibrant ecosystems and pest-resistant plant life; and

WHEREAS, the City of Portland wishes to promote land care practices that promote the development of healthy soils to minimize the need to apply pesticides to control unwanted pests; and

WHEREAS, the City of Portland also recognizes that there may still be a need to manage pests to protect public health and safety, wildlife, our environment and City assets; and

WHEREAS, many synthetic pesticides are harmful to humans, pets, wildlife, including threatened and endangered species, soil microbiology, plants, and natural ecosystems; and

WHEREAS, many citizens desire to be protected from exposure to pesticides in the air, water or soil that may result from chemical drift and contaminated runoff; and

WHEREAS, the use of pesticides has been known or suspected to cause serious health problems is not necessary to grow and maintain green lawns and ornamental landscapes, given the availability of viable alternative practices and products; and

WHEREAS, a growing number of communities and municipalities including the City of Portland are embracing a precautionary approach to the use of pesticides in

order to adequately protect people and the environment from their harmful effects; and

WHEREAS, the State of Maine allows municipalities, through their home rule authority, to enact ordinances dealing with municipal affairs pursuant to 30-A M.R.S. §3001;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND *That the Portland City Code is hereby amended by adding a Chapter, to be numbered Chapter 34, Sections 34-1 to 34-16, which said Sections read as follows:*

Chapter 34

PESTICIDE USE

Sec. 34-1. Title.

This chapter shall be known as the City of Portland Pesticide Use Ordinance (hereinafter, the "Ordinance").

Sec. 34-2. Purpose.

The purpose of this ordinance is to safeguard the health, safety and welfare of the residents of the City and to conserve and protect the City's waterways and natural resources by curtailing the use of pesticides for turf, landscape and outdoor pest management.

Sec. 34-3. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the following meaning:

Aggrieved party means an individual or entity that applies for but is denied a waiver from provisions of this ordinance as described in Section 34-6.

Broadcast application means the spreading of pesticides over an entire area.

Commercial Agriculture means the production of crops for sale, including crops intended for widespread distribution to wholesalers or retail outlets and any non-food crops.

Emergency means a serious, unexpected, and often dangerous situation requiring immediate action.

EPA means the United States Environmental Protection Agency.

FIFRA means the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.

Golf course means an area of land laid out for playing the game of golf with a series of 9, 18 or more holes. Mini-golf and disc golf courses are not considered golf courses.

High Use Athletic Facilities means the following playing fields located in the following parks as listed in Chapter 18, section 18-11: Fox Field, Quinn Field and Deering Oaks Baseball Field at Deering Oaks Park; Back Cove Park; and Payson A Field in Payson Park. It shall also include Presumpscot Field at Deering High School.

Repellant means a substance that deters insects or other pests from approaching or settling.

Invasive Species means a plant or insect that is not native to a particular ecosystem, and whose introduction does or is likely to cause economic or environmental harm or harm to human health. Invasive species include those plants listed under the Maine Department of Agriculture, Conservation and Forestry's Natural Areas Program as currently invasive, potentially or probably invasive, and highly likely but not currently invasive, as well as those insects listed by the Maine Forest Service as threats to Maine's forests and trees.

Natural, organic or "non-synthetic" means a substance that is derived from mineral, plant, or animal matter and does not undergo a "synthetic" process as defined in the Organic Foods Production Act, 7 U.S.C. § 6502(21), as the same may be amended from time to time.

Organic pest management means the act of managing or controlling pests through the use of mechanical, cultural, or, biological processes, or through the use of natural, organic, or non-synthetic substances.

Person means any individual natural person, partnership, joint venture, society, association, company, club, trustee,

trust or corporation; or any officer, agent, employee, or personal representative of any thereof, in any capacity acting either for her or himself or for any other person under either personal appointment or pursuant to law.

Pest shall have the same meaning as the term set forth in 40 C.F.R. § 152.5, as the same may be amended from time to time.

Pest Management means the act of managing or controlling pests through the use of chemical, mechanical, cultural, biological, or genetic measures.

Pesticide means any substance or mixture of substances intended for preventing, destroying, repelling or mitigating any pest; any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant. It does not include multicellular biological controls such as mites, nematodes, parasitic wasps, snails or other biological agents not regulated as pesticides by the EPA. Herbicides, fungicides, insecticides and rodenticides are considered pesticides.

Pests of significant public health importance means the pests listed by the EPA, in conjunction with the U.S. Department of Health and Human Services and the U.S. Department of Agriculture, as pests of significant public health importance.

Preemptive application means the application of pesticides as a measure against something possible, anticipated or feared, i.e., as a preventive or deterrent measure.

Public utility means any transmission and distribution utility, telephone utility, water utility, gas utility, or natural gas pipeline utility that is subject to the jurisdiction of the Maine Public Utilities Commission.

Restricted Entry Interval, also known as the re-entry interval or re-entry time, means the minimum amount of time that must pass after a pesticide is applied to an area before people or pets can safely go into that area. The labels on pesticides provide information about an individual pesticide's REI.

Synthetic means a substance that is formulated or manufactured by a chemical process or by a process that chemically changes a substance extracted from naturally occurring sources, except that such term shall not apply to substances created by naturally occurring biological processes.

Water body means any great pond, river, stream or tidal area as those terms are defined in Chapter 14 of the Portland Code of Ordinances.

Wetland means a coastal or shoreland freshwater wetland as those terms are defined in the City's Zoning Ordinance, Chapter 14 of the Code of Ordinances.

Sec. 34-4. Applicability

The following provisions shall apply to all outdoor pest management activities conducted within the boundaries of the City of Portland (hereinafter, the "City"), on both public and private land.

Sec. 34-5 Permitted, prohibited, and exempt pesticides

Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all outdoor pest management activities in the City.

(a) Permitted Pest Management Activities and/or Materials, except as provided in (b)(3) below:

1. Organic Pest Management, except as provided in (b)2 below;
2. Use or application of Synthetic substances specifically listed as "allowed" on the U.S. Department of Agriculture's National List of Allowed and Prohibited Substances (the "National List"); and/or
3. Use or application of Pesticides determined to be "minimum risk pesticides" pursuant to the FIFRA and listed in 40 C.F.R. § 152.25(f)(1) or (2), as may be amended from time to time.

(b) Prohibited Pest Management Activities and/or Materials:

1. Use or application of Synthetic substances other than those described in (a)(2) above;
2. Use or application of Non-synthetic substances specifically listed as "prohibited" on the National List; and/or

3. The use or application of pesticides (whether natural, organic, "non-synthetic," synthetic or otherwise) within seventy five feet of a water body or wetland.

(c) Exempt Pest Management Activities and/or Materials.
The following are exempt from the provisions of this ordinance (and therefore are allowed):

1. Use or application of Pest Management Activities and/or Materials in connection with Commercial agriculture;
2. Pet supplies, such as shampoos and tick and flea treatments, when used in the manner specified by the manufacturer;
3. Disinfectants, germicides, bactericides, miticides and virucides, when used in the manner specified by the manufacturer;
4. Insect repellents when used in the manner specified by the manufacturer;
5. Rat and rodent control supplies when used in the manner specified by the manufacturer;
6. Swimming pool supplies when used in the manner specified by the manufacturer; and/or
7. General use paints, stains, and wood preservatives, and sealants when used in the manner recommended by the manufacturer.

(d) Exempt Applications. The following applications are exempt from the provisions of this ordinance (and therefore are allowed):

1. Specific health and safety applications. Prohibited pesticides may be used to control plants that are poisonous to the touch, such as poison ivy, pests of significant health importance such as ticks and mosquitoes, and animals or insects that may cause damage to a structure, such as carpenter ants or termites;
2. Golf course applications. Prohibited pesticides may be used on golf courses provided that the course is designated through Audubon International as a Certified Audubon Cooperative Sanctuary;
3. Hadlock Field applications;

4. Treatments for Heritage Elms;
5. Applications on fields at High Use Athletic facilities (until January, 2021, unless this date is extended by the City Council);
6. Prohibited pesticides may be used to control the Emerald Ash Borer, Asian Longhorned Beetle, Hemlock Woolly Adelgid, Browntail Moth and other insects identified as invasive by the Maine Forest Service; and/or
7. Right-of-way applications. Prohibited pesticides may be used by a public utility that maintains a right-of-way through the City.

For any exempt applications by the City, disclosure shall be made in the annual report described in Section 34-9 of this ordinance.

(e) Exempt Uses. The following uses are exempt from the provisions of this ordinance (and therefore are allowed):

1. Any use of pesticides mandated by state or federal law or required by an order or decision from a court or state or federal board or agency.

Sec. 34-6. Pest Management Advisory Committee.

(a) The Pest Management Advisory Committee ("PMAC") is hereby established. The PMAC shall consist of seven (7) members as follows:

1. One (1) member of city staff, designated by the City Manager, who shall be accredited by the Northeast Organic Farming Association in Organic Land Care or shall receive such accreditation within a reasonable time frame;
2. One (1) practicing agronomist appointed by the City Council;
3. Two (2) Maine Board of Pesticides Control-licensed landscape professionals, at least one (1) of whom has experience in organic land care management and is accredited by the Northeast Organic Farming Association in Organic Land Care, each appointed by the City Council; and

4. Three resident or taxpayer representatives appointed by the City Council at least one of whom has experience in organic land care management.

(b) The terms of office of the six (6) PMAC members appointed by the City Council shall be three-year terms, except that the initial appointments after the establishment of the PMAC shall be such that the terms of office of no more than two (2) members shall expire in any single year. The term of office for the City employee PMAC member shall be for as long as the employee holds said employment position.

(c) The PMAC shall advise the City Council and the City's Sustainability Coordinator with respect to the following:

1. Advising the Sustainability and Transportation Committee and the City's Sustainability Coordinator of any problems encountered or amendments that may be required to achieve the full and successful implementation of this ordinance;
2. Reviewing and acting upon waiver applications when applicable;
3. Developing and implementing outreach and education as specified in Sec. 34-11 of this ordinance (in coordination with the Sustainability Coordinator);
4. Seeking the participation, advice and counsel of experts in the fields of organic turf and landscape management, maintenance of trees and shrubs, and organic pest protocol;
5. Encouraging broad community participation, from parents, schools, advocates, and local arboriculture and landscaping businesses, in the activities of the PMAC;
6. Reviewing annual data and issuing a summary report annually by March 31 to the Sustainability and Transportation Committee, or whatever committee is assigned an oversight role by the City Council, which includes, among other things, a summary of its educational outreach; recommendations on any necessary amendments to this chapter; the number of waivers granted in the past year; and comprehensive data taken from the written documents provided by Applicators and/or Licensed Applicators about the use of pesticides within the City of Portland including, but not limited to:

- a. The amount of pesticides used on privately or publicly owned land in the City of Portland;
- b. The reasoning for such use of pesticides; and
- c. The specific pesticides that were used.
- 7. Any additional responsibilities as may be assigned and deemed necessary by the City Council.
- (d) PMAC Officers, meetings and records.
 - 1. The members shall annually elect a chair and a secretary from their membership;
 - 2. All meetings of the PMAC shall be noticed and open to the public in accordance with the City's notice policies and Maine's Freedom of Access Act;
 - 3. A quorum shall consist of four members;
 - 4. The PMAC shall meet at least five (5) times annually;
 - 5. Minutes shall be kept of all meetings and posted on the City web page; and
 - 6. An annual report of the PMAC's activities shall be submitted to the Sustainability and Transportation Committee by March 31 of each year.
- (e) Waiver Subcommittee:
 - 1. A subcommittee of the PMAC shall be established annually and consist of the designated City staff member and one (1) other member of the PMAC designated by the Chair;
 - 2. This subcommittee shall be authorized to review and decide waiver applications as described in section 34-7; and
 - 3. The PMAC shall schedule meetings of the Waiver Subcommittee frequently enough to be responsive to waiver requests. All meeting dates shall be posted in advance on the City calendar.

Sec. 34-7. Waivers.

(a) In situations that are an emergency, threaten the public health, safety or welfare, or for the control of invasive species that pose a threat to the environment, persons shall apply to the PMAC Waiver Committee for a waiver from the

provisions of this ordinance prior to the use/application of a prohibited pesticide or prior to the conduct of a prohibited application.

(b) The waiver application shall be filed with the PMAC Waiver Committee, on a form prescribed by the Committee and shall include the following information: the reason for requesting the use/application of a prohibited pesticide; the proposed location(s) of the proposed application(s); details on the timing(s) of use, substance(s) and amounts to be applied; date(s) of application; management plan that excludes broadcast and preemptive applications; and a pest identification and threshold report. In order to approve a waiver application, the PMAC Waiver Committee must find that all of the following criteria are met:

1. A situation exists that: is an emergency; threatens the public health, safety and/or welfare; involves an invasive species;— that poses a threat to the environment; or requires a non-permitted pest management activity and/or material to protect buildings or structures from damage;
2. The applicant has carefully evaluated all alternative methods and materials including, but not limited to, non-pesticide management tactics, minimum risk pesticides, non-synthetic pesticides, and is choosing to use the minimum amount of the least toxic, most effective pesticide necessary;
3. The applicant will, to the greatest extent practical, minimize the impact of the application on abutting properties; and
4. To the maximum extent possible the grant of the waiver will not be detrimental to the public's health, safety or welfare.

(c) The Waiver Committee shall conduct a hearing on all complete waiver applications received within ten business days of receipt of the complete application and shall seek to issue a written decision on the application within three (3) business days of reviewing an application.

(d) In approving any waiver application, the Waiver Committee may also prescribe conditions and safeguards as are

appropriate to further the purposes of this ordinance. The waiver decision of the Waiver Committee shall be in writing, with copies provided to the applicant, the PMAC, and the Sustainability Coordinator, and the City Clerk.

(e) An Aggrieved Party may appeal a written decision of the PMAC Waiver Committee to the City Manager or his or her designee within five (5) business days of the issuance of the committee's decision. The appeal shall be in writing and shall state the basis for the appeal. The City Manager or his or her designee (who shall not be a member of the PMAC) shall act upon the appeal within five (5) business days of receipt of the appeal. The decision of the City Manager or designee shall be in writing, with copies provided to the aggrieved party, the PMAC Waiver Committee, and the Sustainability Coordinator. The decision of the City Manager or his or her designee shall be final.

Sec. 34-8. Reporting by State of Maine Licensed Applicators.

In addition to complying with the Maine Board of Pesticides Control rules regarding record keeping and reporting requirements as outlined in 01-026 C.M.R. Ch. 50, as amended from time to time, all State of Maine licensed applicators are required to submit to the PMAC an annual summary report on or before February 1st of each calendar year relating to the preceding calendar year. This report shall contain the following information for applications performed in the City in the prior calendar year: target site, pesticide brand name, EPA registration number, total undiluted formulation (in pounds or gallons), and total area treated as listed and as amended on the Commercial Applicator Annual Summary Report required by the Maine Board of Pesticides Control.

Sec. 34-9. Management plan and annual reporting for publicly owned parks and open spaces.

The City shall maintain a management plan for public open spaces that shall be posted on the City website. The City Manager or his or her designee shall provide an annual report to the PMAC describing efforts to reduce the use of synthetic pesticides, a description of synthetic pesticides used during the previous year, the reason for their use, and the cost of such pesticide usage.

34-10. Public Notification.

Any person shall comply with the following posting requirements. For all prohibited pesticide uses or applications:

(a) A warning sign shall be posted on the privately or publicly owned land. These signs must be posted before application activities commence on the land and be left in place for at least forty-eight (48) hours after actual application or until expiration of the restricted entry interval indicated by the pesticide label, whichever is longer;

(b) All signs shall be at least five (5) inches high and four (4) inches wide in size. Signs shall be attached to the upper portion of a dowel or other supporting device so that the bottom of the sign is not less than 12" and the top of the sign is not more than 48" above the ground. The signs shall be of rigid, weather resistant material substantial enough to be easily read for the duration of the placement;

(c) All signs must be light colored (white, beige, yellow or pink) with dark, bold letters (black, blue or green). They shall have lettering that is conspicuous and clearly legible;

(d) The sign must include the following:

1. The word "CAUTION" in 72-point type;
2. The words "PESTICIDE APPLICATION" in 30-point type or larger;
3. The Maine Board of Pesticides Control designated symbol;
4. Any reentry precautions from the pesticide labeling;
5. The name and telephone number of the entity making the pesticide application;
6. The date and time of the application;
7. A date and/or time to remove the sign;
8. the chemical and trade name of the pesticide; and
9. the length of time to remain off the treated area as indicated by the pesticide label; and

(f) For licensed applicators, the requirements above are in addition to any requirements that may also apply to State of Maine licensed applicators subject to the Maine Board of Pesticides Control rules, as may be amended from time to time, regarding public notification.

Sec. 34-11. Outreach and Education.

(a) The Sustainability Coordinator or his or her designee shall publish notice of this ordinance in a newspaper of general circulation in the City upon adoption and shall attempt to provide information about it to identified retailers and lawn, garden, and tree-care providers serving the City of Portland, as well as to churches, schools, and other institutions in Portland.

(b) The PMAC shall prepare and publish materials designed to educate the community about the role of pesticides in the local environment and the benefits of organic pest management. This outreach may include: a community-based social marketing campaign targeting City households and businesses; promotion of professional education and training for State of Maine licensed applicators; distribution of information and news about City practices through Portland internet and web-based resources; public service announcements; news releases and news events; tax bill inserts; posters and brochures made available at City events and applicable locations that serve the public; workshops, trainings, and demonstration projects; targeted outreach to schools; and/or any additional methods deemed appropriate by the PMAC.

(c) The PMAC shall also develop a program to work directly with retailers that sell pesticides in the City of Portland to:

1. Provide educational training for all retail store employees who recommend and sell pesticides for use in the home and garden, highlighting the following:
 - a. federal, state, and local pesticide regulations;
 - b. principles of organic pest management;
 - c. pesticide toxicity and health and environmental concerns;
 - d. proper pesticide display and storage; and
 - e. the role of personal protective equipment, pesticide poisoning symptoms, and emergency procedures in case of spills; and
2. Implement a toolkit consisting of educational materials and signage (i.e., posters, signs, stickers) that can be customized, printed, and placed in stores to help consumers understand this ordinance and alternatives to prohibited pesticides.

Sec. 34-12. Violations.

Any person violating any of the provisions of this ordinance or failing, neglecting or refusing to obey any order or notice of the City Manager or his or her designee issued hereunder shall be subject to enforcement action as provided in §34-13.

Sec. 34-13. Enforcement and Remedies.

(a) This ordinance may be enforced by the City Manager or his or her designee;

(b) The City Manager or his or her designee shall have the authority to enact rules and regulations in order to implement the provisions of this ordinance; and

(c) Any violation of this chapter shall constitute a civil violation subject to the penalties contained in Portland City Code, Chapter 1, § 1-15.

Sec. 34-14. Severability.

If any section, paragraph, sentence, word or phrase of this ordinance is for any reason held to be invalid or unenforceable by any court, such decision shall not affect the validity of the remaining provisions of this ordinance.

Sec. 34-15. Conflicts with Other Ordinances.

Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of this ordinance or of any other ordinance, regulation or statute, the more restrictive chapter, article or ordinance of the Portland City Code shall control.

Sec. 34-16. Effective date; Applicability dates.

In order to allow time for residents and businesses to become familiar with the requirements of this ordinance, the prohibitions on the use of certain products and/or applications (and the related public notification, signage and reporting requirements) shall be effective as follows:

(a) Phase One: Commencing no later than March 1, 2018, the provisions set forth in Sec. 34-5 on outdoor pest management

activities shall apply to City-owned property (but not to high use athletic fields or golf courses);

(b) Phase Two: Commencing no later than January 1, 2019, the provisions set forth in Sec. 34-5 on outdoor pest management activities shall apply to private property (but not high use athletic fields or golf courses); and

(c) Phase Three: Commencing no later than January 1, 2021, the provisions set forth in Sec. 34-5 on outdoor pest management activities with respect to high use athletic fields shall apply to public or private property, except that the City Manager or his or her designee may request that the City Council extend this applicability date if he or she determines more time is necessary to transition to organic management practices for these properties and facilities.

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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 15 AND CHAPTER 21
RE: FARMERS' MARKETS**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. That Chapter 15, Section 15-12 of the Portland City Code is hereby amended to read as follows:

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for licenses issued pursuant to this Code and the expiration date of each license shall be as follows:

Location in Code	Description	Fee	Expiration Date
Ch. 3, Art. II	Bottle clubs (must obtain FSE and special entertainment if applicable)	\$895.00	June 30
...			
<u>Ch. 21</u>	<u>Farmers' Markets on Private Property</u>	<u>\$25 per vendor</u>	<u>March 31</u>
...			

2. That Chapter 21, Article I, In General, Section 21-1 of the Portland City Code is hereby amended to read as follows:

CHAPTER 21 FARMERS' MARKETS

Sec. 21-1. ~~Days, locations and products sold~~Farmers' Market on City Property.

~~The City Council may permit authorize the City manager to enter into any~~ lease or license agreement for the use of City

property for the purpose of operating a Farmers' Market. ~~The Farmers' Market may be held on Mondays and Wednesdays from 7:00 a.m. to 2:00 p.m. at Monument Square and Monument Way; Saturdays from 7:00 a.m. to 2:00 p.m. at Deering Oaks Park, on Farmer's Market Road and Jenny Lane;~~

Sec. 21-2. Farmers' Market on Private Property.

Farmers' Markets may take place on private property, where allowed as a permitted, accessory, or conditional use under Chapter 14, and subject to the following additional conditions, subject to approval by City staff:

(a) The operator of the Farmers' Market must first obtain a license from the Business Licensing Office, which shall include an evaluation of the sufficiency of the parking facilities for the Farmers' Market;

(b) ~~Farmers' Markets are limited to and~~ two days per week for six hours per day; ~~in community halls located in R-6 residential zones, in the IL-b zone, and in any zone where retail establishments, as defined in S14-47 of the Portland City Code, are a permitted use, subject to the provisions of that zone.~~

(c) Only the following items may be sold at the market:~~In addition to the sale of~~

1. ~~L~~Local fruit, vegetables, flowers, seedlings, ~~and~~ plants and ~~other similar~~ items;

2. ~~t~~The following additional items ~~may also be sold~~, provided that the product is produced, processed or manufactured in an establishment licensed by the Department of Agriculture to produce the item and that the seller has produced, processed or manufactured the item:

a. ~~R~~raw fiber and spun fiber;

b. ~~fresh m~~Meat and meat products and ~~fresh~~ poultry and poultry products, as defined in 22 M.R.S.A. § 2511, provided that theyfresh meat, meat products, poultry, and poultry products are stored at or below forty (40) degrees Fahrenheit during transport to and display at the public Farmers' Market, and provided that ~~and~~ frozen

~~meat, meat products and meat products, and frozen,~~ poultry and poultry products, ~~as defined in 22 M.R.S.A. § 2511, and amendments thereto,~~ provided that it is ~~are~~ stored such that ~~they~~it remains frozen during transport to and display at the Farmers' public Market;

c. ~~P~~pasteurized milk and milk products, as defined in 7 M.R.S.A. § 2900, and any amendments thereto, provided that they are stored in compliance with state law;~~;~~ and

d. ~~u~~Unpasteurized milk and unpasteurized milk products, as defined in 7 M.R.S.A. § 2900, provided that they are stored in compliance with state law, and are ~~which products must be~~ labeled as **NOT PASTEURIZED** in accordance with 7 M.R.S.A. ~~§~~Sec. 2902-B, and any amendments thereto. Failure to ~~or~~ store or label these products in compliance with state law will result in an order to immediately cease the sale of these unpasteurized products, or suspension or revocation of the Ffarmers' Mmarket license ~~in accordance with Section 21-18 of the City Code;~~

e. Ffarm-fresh eggs, provided that they are stored at or below forty-five (45) degrees Fahrenheit during transport to and display at the public Farmers' mMarket;

f. ~~e~~Cheese, provided that it is stored at or below forty (40) degrees Fahrenheit during transport to and display at the public Farmers' mMarket;~~;~~

g. ~~h~~Honey, jams, jellies, pickles, relishes, maple syrup, and apple cider;~~;~~

h. ~~h~~Hard cider, as defined in 28-A M.R.S.A. § 2 and any amendments thereto, provided however that the producer has a farm winery license;

i. ~~m~~Malt liquor and wine, produced subject to the provisions of 7 M.R.S.A. ~~§~~Sec. 415, and any amendments thereto;

j. ~~P~~packaged herbs or herb blend mixtures and pesto;and.

k. Tempeh, provided that it is stored at or below forty (40) degrees Fahrenheit during transport and display; and

3. Any other edible product that is a derivative of plants or produce grown by the licensee, ~~The following items may be sold,~~ provided that the total amount of sales from all such items does not exceed forty-nine (49) percent of the total amount of sales made by the licensee at the public market, ~~any other edible product that is a derivative of plants or produce grown by the licensee,~~ provided that the licensee also has a license from the Department of ~~a~~Agriculture to produce the item, and provided that ~~. Any~~ baked goods sold at a public market must be individually or collectively wrapped while displayed and sold; and-

(d) In no event shall ~~any licensee sell at a public market~~ any potentially hazardous foods, which includes any perishable food or food product not processed or stored in compliance with state law, be sold at a Farmers' Market.

BE IT FURTHER ORDAINED that these amendments are enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to allow the Winter Farmers' Market to open in its new location as soon as possible.

Forma

Forma

CHAPTER 21 FARMERS' MARKETS

Sec. 21-1. ~~Days, locations and products sold~~ Farmers' Market on City Property.

The City Council may ~~permit~~ authorize the City manager to enter into a lease or license agreement for the use of City property for the purpose of operating a Farmers' Market. ~~The Farmers' Market may be held on Mondays and Wednesdays from 7:00 a.m. to 2:00 p.m. at Monument Square and Monument Way; Saturdays from 7:00 a.m. to 2:00 p.m. at Deering Oaks Park, on Farmer's Market Road and Jenny Lane;~~

Sec. 21-2. Farmers' Market on Private Property.

Farmers' Markets may take place on private property, where allowed as a permitted, accessory, or conditional use under Chapter 14, and subject to the following additional conditions, subject to approval by City staff:

(a) The operator of the Farmers' Market must first obtain a license from the Business Licensing Office, which shall include an evaluation of the sufficiency of the parking facilities for the Farmers' Market;

(b) Farmers' Markets are limited to and two days per week for six hours per day; ~~in community halls located in R-6 residential zones, in the H-b zone, and in any zone where retail establishments, as defined in §14-47 of the Portland City Code, are a permitted use, subject to the provisions of that zone.~~

(c) Only the following items may be sold at the market: ~~In addition to the sale of~~

1. Local fruit, vegetables, flowers, seedlings, and plants and other similar items;
2. The following additional items may also be sold, provided that the product is produced, processed or manufactured in an establishment licensed by the Department of Agriculture to produce the item and that the seller has produced, processed or manufactured the item:
 - i. Raw fiber and spun fiber;
 - ii. Meat and meat products and poultry and poultry products, as defined in 22 M.R.S.A. § 2511, provided that fresh meat, meat products, poultry, and poultry products are stored at or below forty (40) degrees Fahrenheit during transport to and display at the Farmers' Market, and provided that and frozen meat, meat products and meat products, and frozen, poultry and poultry products, as defined in 22 M.R.S.A. § 2511, and amendments thereto, provided that it is are stored such that it remains frozen during transport to and display at the Farmers' public Market;

iii. ~~P~~pasteurized milk and milk products, as defined in 7 M.R.S.A. § 2900, and any amendments thereto, provided that they are stored in compliance with state law; ~~and~~

iv. ~~u~~Unpasteurized milk and unpasteurized milk products, as defined in 7 M.R.S.A. § 2900, provided that they are stored in compliance with state law, and are ~~which products must be~~ labeled as **NOT PASTEURIZED** in accordance with 7 M.R.S.A. ~~§ See~~ 2902-B, and any amendments thereto. Failure to ~~or~~ store or label these products in compliance with state law will result in an order to immediately cease the sale of these unpasteurized products, or suspension or revocation of the ~~F~~farmers' ~~M~~market license ~~in accordance with Section 21-18 of the City Code;~~

v. ~~F~~farm-fresh eggs, provided that they are stored at or below forty-five (45) degrees Fahrenheit during transport to and display at the ~~public Farmers'~~ ~~m~~Market;

vi. ~~e~~Cheese, provided that it is stored at or below forty (40) degrees Fahrenheit during transport to and display at the ~~public Farmers'~~ ~~m~~Market;

vii. ~~h~~Honey, jams, jellies, pickles, relishes, maple syrup, and apple cider;

viii. ~~h~~Hard cider, as defined in 28-A M.R.S.A. § 2 and any amendments thereto, provided however that the producer has a farm winery license;

ix. ~~m~~Malt liquor and wine, produced subject to the provisions of 7 M.R.S.A. ~~§ See~~ 415, and any amendments thereto;

x. ~~P~~Packaged herbs or herb blend mixtures and pesto;

xi. Similar items, at the discretion of the Permitting and Inspections Director or his or her designee; and-

3. Any other edible product that is a derivative of plants or produce grown by the licensee. The following items may be sold, provided that the total amount of sales from all such items does not exceed forty-nine (49) percent of the total amount of sales made by the licensee at the public market; ~~any other edible product that is a derivative of plants or produce grown by the licensee,~~ provided that the licensee also has a license from the ~~D~~department of ~~a~~Agriculture to produce the item, and provided that ~~-A~~any baked goods sold at a public market must be individually or collectively wrapped while displayed and sold; and-

(a)(d) In no event shall ~~any licensee sell at a public market~~ any potentially hazardous foods, which includes any perishable food or food product not processed or stored in compliance with state law, be sold at a Farmers' Market.

Sec. 15-12. Fees and expiration dates.

(a) Unless specified elsewhere in this Code, fees for licenses issued pursuant to this Code and the expiration date of each license shall be as follows:

Location in Code	Description	Fee	Expiration Date
Ch. 3, Art. II	Bottle clubs (must obtain FSE and special entertainment if applicable)	\$895.00	June 30
Ch. 3, Art. III	Brewery, Winery and Distillery License (must obtain FSE and/or special entertainment if applicable)	\$500.00	Concurrent with state liquor license
Ch. 4, Art. II	Amusement devices:		
	Amusement devices (other than pinball and adult amusements), per device	\$146.00	Twelve months or concurrent with state liquor license or with any city license
	Pinball machines, per device	\$146.00	Twelve months or concurrent with state liquor license or with any city license

Location in Code	Description	Fee	Expiration Date
	Adult amusement devices, per location	\$931.00	Twelve months or concurrent with state liquor license or with any city license
Ch. 4, Art. III	Music, dancing and special entertainment:		
	Entertainment with dancing	\$504.00	Twelve months or concurrent with state liquor license or with any city license
	Entertainment without dancing	\$281.00	Twelve months or concurrent with state liquor license or with any city license

Location in Code	Description	Fee	Expiration Date
	After-hours Entertainment	\$567.00	Twelve months Or concurrent with state liquor license or with any city license
	Dance hall	\$140.00	June 30
	Concert hall	\$140.00	June 30
	Single dance with alcohol or with greater than 100 attendees	\$36.00	Per dance
	Single concert with alcohol or with greater than 100 attendees	\$36.00	Per concert
Ch. 4, Art. IV	Gaming:		
	Beano	\$99.00	December 31
	Games of chance (application fee pursuant to section 15-6 only)		
Ch. 4, Art. V	Nudity in licensed businesses	\$1,404.00	June 30
Ch. 11, Art. II	Food service establishments (FSE):		

Location in Code	Description	Fee	Expiration Date
	Temporary FSE:		
	Reinspection fee for FSE	\$75.00 per reinspection	
	a. Unopened prepackaged food	\$89.00	Three months
	b. Opened or nonprepackaged food	\$89.00	Per event not to exceed two weeks
	Mobile FSE (Chapter 19) a. pushcarts	\$307.00	March 31
	b. Food Trucks	\$520.00	March 31
	Street vendor cooler storage space - maximum of 7 sq. ft.	\$36.00 per 3.5 sq. ft. of space	March 31
	FSE-No food preparation on premises	\$172.00	January 31
	FSE-With preparation limited to hot beverages only	\$135.00	January 31
	FSE-With beer and wine take out	\$395.00	January 31
	FSE/Commissary - Food preparation on premises	\$437	January 31
	FSE's with liquor:		

Location in Code	Description	Fee	Expiration Date
	FSE-Class A lounge (Class X)	\$2,642.00	Concurrent with state liquor license
	FSE-Class A restaurant (Class I)	\$1,784.00	Concurrent with state liquor license
	FSE-Hotel (Class IA)		
	FSE-Class A restaurant/lounge (Class XI)	\$2,215.00	Concurrent with state liquor license
	FSE-Qualified catering service (Class I)	\$1,784.00	Concurrent with state liquor license
	Innholder-15 rooms or less	\$1,368.00	Concurrent with state liquor license
	Innholder-16 to 40 rooms	\$1,836.00	Concurrent with state liquor license
	Innholder-more than 40 rooms	\$2,132.00	Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
	FSE-Spirituos license (Class II)	\$582.00	Concurrent with state liquor license
	FSE-Vinous license (Class III)	\$390.00	Concurrent with state liquor license
	FSE-Malt license (Class IV)	\$785.00	Concurrent with state liquor license
	FSE-Malt and vinous license (Classes III and IV combined)	\$863.00	Concurrent with state liquor license
	FSE-Nonprofit club (Class IV with catering or Class V without catering)	\$702.00	Concurrent with state liquor license
	FSE-Liquor catering	\$31.00	Per event
	FSE-Temporary (bona fide nonprofit organization) with any spirituous, vinous or malt license and special entertainment	\$62.00	Per 2-day period

Location in Code	Description	Fee	Expiration Date
	FSE-Auditorium	\$556.00	Concurrent with State Liquor License
	FSE-Civic Auditorium	\$1,763	Concurrent with State Liquor License
Ch. 12, Art. VII	Operation of rendering facilities	250.00	September 30
Ch. 16	Massage establishment	\$62.00	September 30
	Combined massage establishment/massage therapist	\$52.00	
	Massage therapist	\$36.00	
	Conditional massage therapist	\$36.00	
Ch. 19, Art. II	Night Street Vendor (must also obtain FSE and street vendor)	\$208.00	
Ch. 19, Art. III	Transient sellers	\$104.00	December 31
<u>Ch. 21</u>	<u>Farmers' Markets on Private Property</u>	<u>\$25 per vendor</u>	<u>March 31</u>
Ch. 23, Art. II	Flea market seller	\$21.00	Last day of February
	Flea market Operator	\$52.00 \$234.00	Per day Annual/March 1st

Location in Code	Description	Fee	Expiration Date
	Secondhand dealer, junk dealer, pawnbroker ¹ (including used cars)	\$146.00	December 31
	Junk collector	\$25.00	December 31
Ch. 28, Art. IV	Wreckers and vehicle towing	\$265.00	June 30
Ch. 28, Art. VII	Valet Parking	\$ 2 6 0 . 0 0 p e r l o c a t i o n	Twelve months
	Valet Parking Special Event Permit	\$52.00	
Ch. 28, Art. VIII	Licensing of Booting of Motor Vehicles	\$100.00	October 31
Ch. 30, Art. II	Taxicabs and liveries:		
	Taxicab business license	300.00	April 30
	Livery business license	300.00	April 30
	Taxicab driver's license	75.00	April 30
	Taxi Replacement license	10.00	
	Livery driver's license	20.00	April 30
	Livery replacement license	10.00	

¹ Reflects city practice for junk dealers and pawnbrokers.

Location in Code	Description	Fee	Expiration Date
Ch. 30, Art. III	Horse-drawn cabs	200.00, plus 20.00 per driver	April 30
Ch. 30, Art. IV	Bicycle cabs	100.00, plus 20.00 per driver	April 30
Ch.30, Art. V	Tour companies	300.00, plus 30.00 per vehicle/operator operator	April 30

(b) Fees for licenses to be established by the city pursuant to state law shall be as follows:

Description	Fee	Expiration Date
Amusements, including images; pageantry; sleight of hand tricks; puppet shows; feats of balancing; wire dancing; personal agility; or dexterity	\$21.00	Per day
Billiards or pool, per table	\$31.00	Twelve months or concurrent with state liquor license or with any city license
Bowling alley, per establishment	\$88.00	April 30
Circus	\$172.00	Per day
Circus (bona fide nonprofit organization)	\$26.00	Per day

Description	Fee	Expiration Date
Going-out-of-business sale	\$99.00	--
Menageries	\$21.00	Per day
Motion picture theatres (other than open-air drive-in) operating more than six (6) months:		
Seating capacity 999 or less, per screen	\$281.00	June 30
Seating capacity 1,000 or more, per screen	\$463.00	June 30
Temporary--One (1) week or less	\$31.00	One week
Temporary--More than one (1) week but less than two (2) months	\$47.00	Two months
Temporary--More than two (2) months but less than six (6) months	\$73.00	Six months
Roller skating rink	\$156	June 30

**FIRST AMENDMENT TO
LICENSE AGREEMENT BETWEEN
CITY OF PORTLAND
AND
PORTLAND FARMERS' MARKET ASSOCIATION**

THIS FIRST AMENDMENT is made as of this _____ day of October, 2017, to the **LICENSE AGREEMENT** dated April 15, 2015 by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County and State of Maine, (hereinafter the "**CITY**"), and **PORTLAND FARMERS' MARKET ASSOCIATION**, with a mailing address of c/o Hanne Tierney, Chair, 74 Dogtown Road, Palmyra, Maine 04965 (hereinafter the "**LICENSEE**").

W I T N E S S E T H:

WHEREAS, the **CITY** and the **LICENSEE** entered into a license agreement dated April 15, 2015 to allow farmers' markets to be held on public property (the "License"); and

WHEREAS, the **CITY** desires to add other places of operation for farmers' markets to the License;

NOW, THEREFORE, the parties agree to amend the Licenses follows:

1. Section 2 of the License is deleted in its entirety and replaced with the following:

Permit for Markets on Private Property.

CITY agrees to permit **LICENSEE** to operate an indoor farmers market from November – April on Saturdays from 8am-2pm at any private location allowed under Chapter 21 of the City Code.

2. **SURVIVING TERMS.** Any and all terms of the License not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the License and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly

authorized, and **PORTLAND FARMERS' MARKET ASSOCIATION** caused this Agreement to be signed and sealed by _____, its _____ hereunto duly authorized, the day and year first above written.

WITNESS:

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS:

**PORTLAND FARMERS' MARKET
ASSOCIATION**

By: _____

Print Name: _____

Its _____

Approved as to form:

Corporation Counsel's Office

**LICENSE AGREEMENT BY AND BETWEEN
CITY OF PORTLAND
AND
PORTLAND FARMERS' MARKET ASSOCIATION**

THIS LICENSE made this 15 day of April, 2015, by and between the **CITY OF PORTLAND**, a municipal corporation located in Cumberland County, State of Maine (hereinafter the "**CITY**") and **PORTLAND FARMERS' MARKET ASSOCIATION**, with a mailing address of c/o Hanne Tierney, Chair, 74 Dogtown Road, Palmyra, ME 04965 (hereinafter "**LICENSEE**").

W I T N E S S E T H:

WHEREAS, LICENSEE has been conducting a farmers' market using space on City property, and **CITY** desires to provide space to **LICENSEE** for that purpose; and

WHEREAS, CITY recognizes **LICENSEE** as being responsible for the coordination, implementation, and administration of all of the Farmers' Market Vendors (hereinafter "Vendors") at the Portland Farmers' Market; and

WHEREAS, the CITY is willing to permit such use in conjunction with the Portland Farmers' Market so long as adequate protections are maintained for the **CITY** and its citizens;

NOW THEREFORE, the parties do hereby agree as follows:

1. Permit for Use of City Property.

CITY agrees to permit **LICENSEE** to operate an outdoor farmers' market as follows:

- (a) On Wednesdays from April through November from 7am – 2pm in Monument Square and Monument Way, the Farmers' Market shall be the primary use of Monument Square. From December through March, the Farmer's Market location may be relocated to accommodate other activities.
- (b) On Saturdays from April through November from 7am to 1 pm in Deering Oaks Park on Farmers' Market Road and Jenny Lane, except that during the Festival of Nations, and no more than (1) other festival per year, the Farmers' Market, at its election, will

either set up at a different location in Deering Oaks Park as approved by the City or close at 11:30.

- (c) Vendors at the Farmers Market may arrive two hours prior for set-up and may remain two hours after for break-down, except that on festival days as set forth in paragraph (b) above, if the Farmers' Market elects to close at 11:30, vendors may remain until noon.

2. **Permit for Markets' in the R-6 Residential Zone.**

CITY agrees to permit LICENSEE to operate an indoor farmers market from November – April on Saturdays from 8am-2pm in community halls located in the R-6 Residential Zone.

3. **Products to be sold.**

- A. In addition to fruit, vegetables, flowers, seedlings, and plants, the following items may be sold at the Farmer's Markets, provided the product is produced, processed, or manufactured in an establishment licensed by the Department of Agriculture to produce the item and that the seller had produced, or processed, or manufactured the item:

- a. Farm fresh eggs, provided they are stored at forty-five (45) degrees Fahrenheit during transport and display.
- b. Honey, jams, jellies, pickles, relishes, maple syrup, apple cider, packaged herbs or herb blends and pesto.
- c. Fresh meat and meat products, and fresh poultry and poultry products, provided that they are stored at or below forty (40) degrees Fahrenheit during transport and display at the public market.
- d. Frozen meat and meat products, and frozen poultry and poultry products, provided that it is stored such that it remains frozen during transport and display at the public market.
- e. Pasteurized and Not Pasteurized milk and milk products labeled and stored in compliance with Maine State Law.
- f. Cheese, provided that it is stored at or below forty (40) degrees Fahrenheit during transport and display.
- g. Raw or spun fiber.
- h. Hard cider, as defined in 28-A M.R.S.A. § 2 and any amendments thereto, provided however that the producer has a farm winery license; malt liquor and wine, produced subject to the provisions of 7 M.R.S.A. Sec. 415, and any amendments thereto.
- i. Tempeh, provided that it is stored at or below forty (40) degrees Fahrenheit during transport and display.

- B. The following items may be sold, provided that the total amount of sales from all such items does not exceed 49% of the total amount of sales made by the licensee at the Farmer's Markets:

- a. Any other edible produce that is a derivative of local plants or produce grown by any Vendor, provided that the Vendor holds the necessary license from the Department of Agriculture to produce such item(s). It is the intention that the Vendor would be allowed to produce and sell such items such as fruit pies, breads, squares and fruit filled cookies derived in whole or in part from the products grown on their farm. It does not allow for the sale of such items as rice crispy squares, chocolate chip cookies, chocolate fudge, or brownies, to name a few.
- b. Any baked goods eligible to be sold at the public market must be individually or collectively wrapped while displayed and sold.
- c. The sale of any potentially hazardous foods, which includes any perishable food or food products which consists, in whole or in part, of milk or any other ingredient capable of supporting rapid and progressive growth of infectious and toxigenic microorganisms, including but not limited to, cream fillings in pies, cakes or pastries, custard products, meringue topped bakery products, or butter cream type fillings in bakery products, will not be allowed.

4. **Conditions.**

- A. **LICENSEE** agrees to maintain the premises in a clean and orderly fashion and to remove from the premises all trash and debris resulting from vending activities.
- B. **LICENSEE** agrees to maintain the activities of the Farmers' Market in a peaceful and orderly fashion.

5. **Term.**

This Agreement shall be effective from the date of execution through March 31, 2018 with the option for an annual renewal of the five (5) year term, unless this License is sooner terminated by either **LICENSEE** or **CITY**, as provided herein.

6. **Fees**

LICENSEE agrees to pay to **CITY** a fee in the amount of one hundred dollars (\$100) per Vendor per year for the right to use City property as described in paragraph one (1) above. The number of Vendors shall be determined at the annual meeting of the **LICENSEE** and a list of Vendors shall be submitted to the City annually with the lease payment. Additional Vendors may be added by **LICENSEE** during the license year by submission of additional Vendor names and corresponding annual Vendor fees to the City Clerk. The annual Vendor fee paid by **LICENSEE** for each Vendor shall be the only fee or charge required by the City in order for a Vendor to participate in a Farmers Market under paragraphs 1 and 2 above. In addition, there shall be a thirty five dollars (\$35) initial application fee paid by **LICENSEE** for this License, and a twenty five dollar (\$25) fee per annual renewal. The initial application fee and annual renewal fees will be due and payable on or before March 31st of each year. No refunds shall be granted in the event of early termination of this License.

For the term of this agreement as defined by paragraph five (5) above, **CITY** will credit **LICENSEE** for the amount of fees received by the **CITY** on the date of execution from currently licensed Vendors. The list of currently licensed Vendors is attached hereto as Exhibit 1. **LICENSEE** shall also credit the Vendors listed in Exhibit 1 for the amount of the license fee already paid.

7. **Repairs and Maintenance**

LICENSEE represents that it has inspected and examined the **PREMISES** and accepts them in their present condition, and agrees that **CITY** shall not be required to make any improvements whatsoever in or upon the **PREMISES** or any part thereof. **LICENSEE** agrees to keep said **PREMISES** safe and in good order and condition at all times during the term hereof, and upon expiration of this License or any sooner termination thereof, **LICENSEE** will quit and surrender the possession of the **PREMISES** quietly and peaceably and in as good order and condition as they were at the commencement hereof, reasonable wear, tear, damage by the elements, and damage by third parties other than **LICENSEE** and Vendors, excepted; **LICENSEE** further agrees to leave the **PREMISES** free from all nuisance and dangerous or defective conditions not in existence at the commencement of this License and attributable to **LICENSEE**'s operations.

8. **Assignment**

This License may not be assigned without the prior written consent of the City Manager, provided that this limitation on assignment shall not limit the authority of **LICENSEE** to permit duly authorized Vendors to use stalls within the Farmers Markets with authority of **LICENSEE** as permitted by this Agreement.

9. **Management of Association**

Management of the Association shall be pursuant to Bylaws and Rules and Regulations which are not inconsistent with the City's ordinance. Any changes to the **LICENSEE**'s Bylaws and/or Rules and Regulations and/or additions to the list of products to be sold under Section 3, shall be reviewed and approved by the City Clerk's office. The approval of such changes by the Portland City Council shall not be required provided the changes are not inconsistent with the City's ordinance. The current Associations Bylaws and Rules are attached hereto as Exhibit 2.

10. **Management of Vendors**

LICENSEE shall require each Vendor to submit an application to use stalls at the Farmers' Market, said application form to be mutually agreed upon by the parties. **LICENSEE** shall obtain and maintain a copy of any required state licenses and certificates of insurance from its Vendors and shall keep them with the Vendor's application. **CITY** shall have the right to inspect **LICENSEE**'s Vendor files in regard to applications and licensing.

11. **Insurance**

A. LICENSEE shall require each Vendor to submit to LICENSEE with its application a certificate of insurance demonstrating that Vendor has in effect a policy of general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit covering bodily injury, death or property damage naming the City and LICENSEE as additional insureds thereon, in this way: certificate must say either: A) "the policy has actually been endorsed to name the City of Portland and the Portland Farmers Market Association as Additional Insureds" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as a Blanket Additional Insured Endorsement, by which the City of Portland and the Portland Farmers Market Association are, in fact, automatically made additional insureds." A Certificate which merely has a box checked under "Addl Insr," or which merely states The City of Portland is named as an Additional Insured, will not be acceptable.

B. LICENSEE shall obtain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) combined single limit covering bodily injury, death or property damage naming the CITY as additional insured thereon, in this way: certificate must say either: A) "the policy has actually been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the Blanket Additional Insured Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or which merely states The City of Portland is named as an Additional Insured, will not be acceptable. Said insurance shall include contractual liability coverage applicable to LICENSEE's indemnification obligations under paragraph 12 hereof. A certificate evidencing such coverage shall be provided to CITY at commencement of the License term. Such insurance shall be on an occurrence or claims made basis. If the insurance is provided on a claims made basis, in the event of termination of this License, LICENSEE shall purchase a tail for such insurance for a minimum of three (3) years from the date of termination.

12. Indemnification

LICENSEE shall defend, indemnify and hold harmless the CITY and CITY's officers, elected officials, and employees, from and against any and all claims, demands, suits, expenses (including reasonable attorney's fees) and judgments by or on behalf of any person or entity, arising out of LICENSEE'S use or occupancy of the PREMISES under this License. Without limiting the generality of this Article, LICENSEE expressly agrees to defend, indemnify and hold harmless the CITY from and against the following:

A. Employee Claims. Claims of LICENSEE'S employees or their estates for workplace-related injuries or death sustained on the PREMISES during the course of such employees' employment, including a waiver of subrogation for claims of such workers' compensation insurance carriers pursuant to 39-A M.R.S §107, as amended.

B. Other Claims. Claims of any person, entity or estate for personal injury, property damage, or death occurring on or from the **PREMISES** and arising out of **the** business operations on the **PREMISES of LICENSEE, and its officers and employees.**

C. LICENSEE's indemnification obligations under this paragraph 12 shall be limited to the scope and limits of the insurance coverage provided by LICENSEE under paragraph 11.B.

This Section and Section 9 shall survive termination of this License and all insurance hereunder shall be primary to any insurance or self-insurance of **CITY.**

13. **Revocable License**

This License may be revoked by **CITY** at any time after providing LICENSEE with at least one (1) year prior written notice, a statement of reasons for revocation, and an opportunity for hearing. **LICENSEE** shall have the opportunity to have the intended revocation reviewed by the City Manager by providing notice to the City Manager within thirty (30) days of notice of a decision to revoke this License. **LICENSEE** shall have the right to appeal any decision to revoke this License by the City Manager to the Mayor and City Council by providing written notice to the Mayor within thirty (30) days of the receipt of a decision by the City Manager to revoke this License.

14. **Default**

In the event that **LICENSEE** shall be in default of any payment of any fees, or fails to obtain and/or maintain all required licenses, or is in default in the performance of any of the terms or conditions herein agreed to be kept and performed by **LICENSEE**, following written notice of such default and a sixty (60) day opportunity to cure, then **CITY** may terminate and end this License upon thirty (30) days prior written notice, and thereafter **CITY** may enter upon said **PREMISES** and remove all persons and property thereon under the authority of this License. **LICENSEE** shall be liable to **CITY** for all costs incurred by it as a result of the **LICENSEE's** uncured default and **LICENSEE** shall pay all costs of collection incurred by **CITY**, including reasonable attorney's fees. **LICENSEE** shall have the right to appeal any decision to terminate this license under this paragraph fourteen (14) to the Mayor and City Council by providing written notice to the Mayor within thirty (30) days of receipt of the notice of termination hereunder.

15. **Hold Over**

In the event that **LICENSEE** shall hold over and remain in possession of the **PREMISES** with the consent of the **CITY**, such holding over shall be deemed to be from month to month only, and upon all the same terms and conditions as contained herein.

16. Notices

Any notices which are required hereunder, or which either **LICENSEE** or **CITY** may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage pre-paid, return receipt requested, addressed to Portland Farmers' Market Association c/o Hanne Tierney, Chair, 74 Dogtown Road, Palmyra, ME 04965 or addressed to City of Portland, City Manager, 389 Congress Street, Portland, ME 04101.

17. Waiver

Waiver by either party of any default in performance by the other of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

18. Compliance with Laws

Each party agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the **PREMISES** and the use thereof, including without limitation all laws regarding non-discrimination and equal employment opportunity.

19. Successors and Interest

All of the terms, covenants and conditions contained herein shall continue, and bind all successors in interest of **LICENSEE** and **CITY** respectively, herein.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this License Agreement to be signed in its corporate name and sealed with its corporate seal by Sheila Hill-Christian, its Acting City Manager, thereunto duly authorized, and **PORTLAND FARMERS' MARKET ASSOCIATION** has caused this License to be signed by Hanne Tierney, its Chair, as of the day and date first set forth above.

WITNESS:

Sonia Bran

CITY OF PORTLAND

By: J.C.P. J.R.
~~Sheila Hill-Christian~~ John P. Jennings
Its Acting City Manager

Carol Tierney

**PORTLAND FARMERS'
MARKET ASSOCIATION**

By: Hanne Tierney
Hanne Tierney
Its Chair

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 112 - 11/18
Tab 3.5 11-6-17*

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 14

Re: MAINE MEDICAL CENTER INSTITUTIONAL OVERLAY ZONE

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE
IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

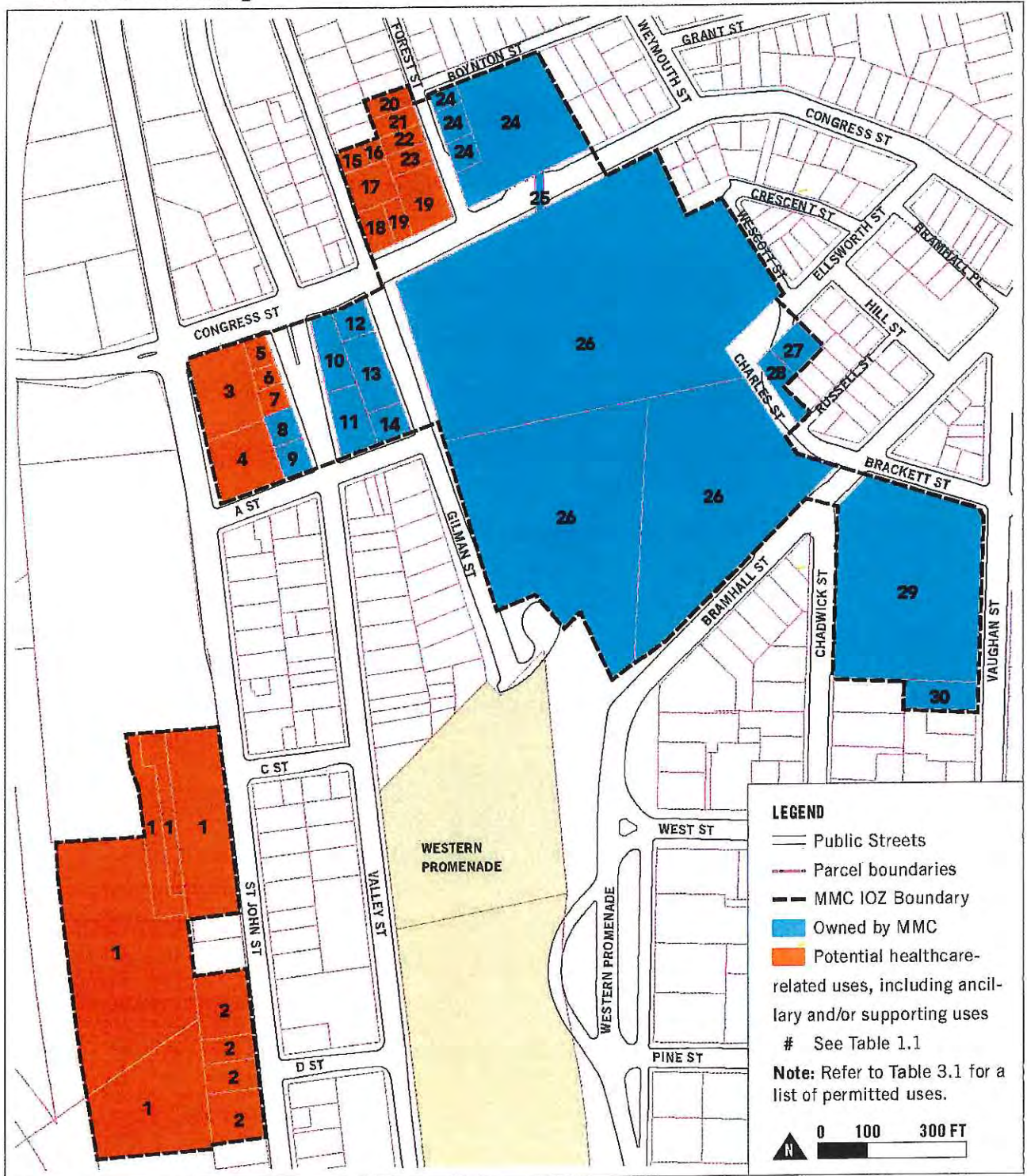
*That Chapter 14, Section 14-282 is hereby amended as
follows:*

**14-282. Maine Medical Center Institutional Overlay Zone
Regulatory Framework.**

(a) Applicability. All development proposed by Maine Medical Center (MMC) within the boundary of the Institutional Overlay Zone (IOZ) shall be consistent with the approved Institutional Development Plan (IDP), consistent with the Comprehensive Plan, and meet applicable standards of the land use code, unless such standards are superseded by the following Regulatory Framework. This Regulatory Framework shall govern future development by MMC within the IOZ unless amended by the Portland City Council upon formal application of MMC.

1. The MMC Institutional Overlay Zone shall have the boundaries depicted in the map, below, and shall include the properties listed in the table, below.

MMC IOZ Boundary



List of Properties Included in the MMC IOZ

Map#	Legal Description	Address	Acreage	Ownership
1	64-A-2-8-9-11 74-A-7 / 75-A-6	222 St John St	4.6516	Owned by others
2	68-D-1-3-13-14-16	180 St John St	0.9494	Owned by others
3	65-G-1	950 Congress St	0.4628	Owned by others
4	64-B-1	275 St John St	0.4163	Owned by others
5	65-G-2	942 Congress St	0.0659	Owned by others
6	65-G-3	940 Congress St	0.0482	Owned by others
7	65-G-4	274 Valley St	0.0667	Owned by others
8	65-G-5	268-270 Valley St	0.0978	MMC
9	64-B-2	262-266 Valley St	0.0895	MMC
10	65-H-1	932 Congress St	0.1864	MMC
11	65-H-9	261 Valley St	0.2185	MMC
12	65-H-2	930 Congress St	0.1040	MMC
13	65-H-5	52 Gilman St	0.2384	MMC
14	65-H-8	44 Gilman St	0.1128	MMC
15	65-E-22	85 Gilman St	0.0565	Owned by others
16	65-E-32	85 Gilman St	0.0282	Owned by others
17	65-E-24	81 Gilman St	0.1653	Owned by others
18	65-E-28	919 Congress St	0.1059	Owned by others
19	65-E-29-30	909 Congress St	0.3233	Owned by others
20	65-E-19	22 Forest St	0.0826	Owned by others
21	65-E-21	18 Forest St	0.0831	Owned by others
22	65-E-23	14 Forest St	0.0826	Owned by others
23	65-E-25	12 Forest St	0.0883	Owned by others
24	53-I-1-2-3-12	887 Congress St	1.3400	MMC
25	53-X-1	Congress St Air Rights and Pedestrian Walkway ---		MMC
26	53-D-7 54-H-1 64-C-1	22 Bramhall St	12.563	MMC
27	54-C-6	34 Ellsworth St	0.1341	MMC
28	54-C-10	40 Ellsworth St	0.1155	MMC
29	54-I-1	308 Brackett St	2.5200	MMC
30	63-B-8	214 Vaughan St	0.1983	MMC

Notes:

- Properties owned by MMC are listed under MMC or MMC Realty Corp.
- MMC will not extend its functionally-related Bramhall campus hospital operations beyond the boundary of the IOZ within the City of Portland without further amendment to the IDP. This includes any expansion of functionally-related operations that displace residential uses outside of the IOZ boundary. A functional relationship is defined as uses or activities that are traditionally or customarily linked to the day-to-day operations of the MMC Bramhall Campus that would relocate a significant proportion of the total employee population or activities.

(b) Updates and amendments.

1. It is intended that the IDP will be updated on a regular basis to ensure that the data is current and that the document remains accurate. Accordingly, monitoring reports will be filed every three years and shall include a summary of progress on IDP implementation and of acquisitions and divestment since the date of IDP approval. At the time of the submission of the monitoring report, MMC shall identify any updates to the IDP which may result from updated master planning, changes in baseline information, or changes in the adjacent neighborhoods which affect MMC, to allow the IDP to remain current. Updates and minor amendments not described below shall be reviewed administratively by the Planning Authority.
2. Minor amendments that impact phasing of the long-term development blocks or change the approach to parking, transportation, neighborhood engagement or design shall be reviewed by the Planning Board for consistency with the objectives of the IDP. In addition to consistency with the objectives of the IDP, review of phasing and development program amendments shall focus on integration with the campus and impacts on transportation or infrastructure. This review may occur simultaneously with the site plan review of an anticipated project.
3. Major amendments shall be reviewed by the Planning Board and are required under the following circumstances:
 - a. A change to the Regulatory Framework is required;
 - b. The IDP is no longer representative of the institutional mission or approach to community as a result of redevelopment in the area or City upgrades to neighborhood planning (such as roadway changes, infrastructure upgrades, community design, lighting, etc.); or
 - c. Development proposed by MMC is inconsistent with the master facility plan, transportation plan intent, design plan intent, or environment and infrastructure plan intent identified in the IDP.
4. Annual monitoring reports will be submitted for MMC's Transportation Demand Management (TDM) Plan. TDM monitoring reports shall include a summary of progress

toward targets established in the TDM Plan.

(c) Uses. In addition to the uses permitted in the underlying zone, the following uses are permitted as a matter of right.

List of Uses Permitted by Right within the IOZ	
Healthcare facilities including but not limited to the following ancillary and/or supporting uses: • Hospital • Medical Office / Clinic • Laboratory Center / Services • Research and Development (R&D) Laboratory or Facility • Educational Facility / Conference Center • Administrative / Business Office • Accessory Service or Trade Uses • Guest House • Multi-family Housing for Healthcare Staff and Students • Rehab / Skilled Nursing Facility	• Retail Facility • Restaurant / Cafe • Employee Service Amenities • Day Care Center • Fitness Center or Gymnasium • Parking Lot • Parking Garage • Bicycle Storage • Heliport • Antenna Station • Outdoor use areas, such as green areas, parks, gardens, art installations, and other active and passive non-commercial recreation spaces

1. Mixed Uses: In recognition that Maine Medical Center is part of a mixed-use area of the City, with important existing services and businesses that serve the local and wider community, healthcare facility development fronting onto Congress Street and St. John Street shall activate the public realm, to the extent able, with uses such as service and retail/restaurant, landscaping, active building entrances, pocket parks, etc, on the ground or other publicly accessible level, consistent with the design intent contained in the approved Institutional Development Plan. Such uses, where constructed or facilitated as part of a healthcare related development, are expressly permitted whether ancillary or supporting the healthcare facility or not, and shall be open and welcoming to the general public in addition to employees or visitors of Maine Medical Center.

(d) Dimensional requirements. The MMC Institutional Overlay

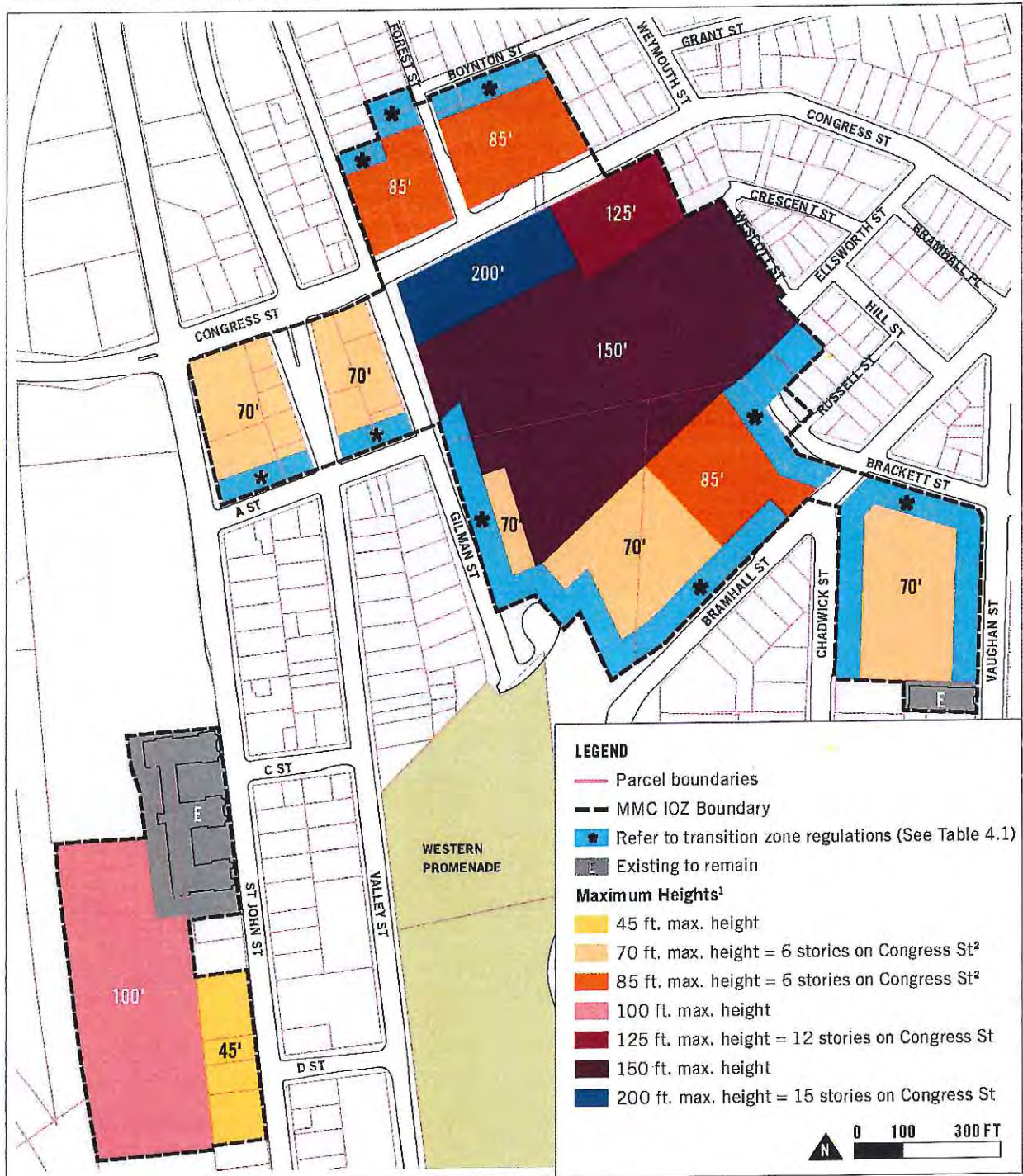
Zone shall have the dimensional requirements listed in the table and depicted in the maps, below.

Dimensional Requirements

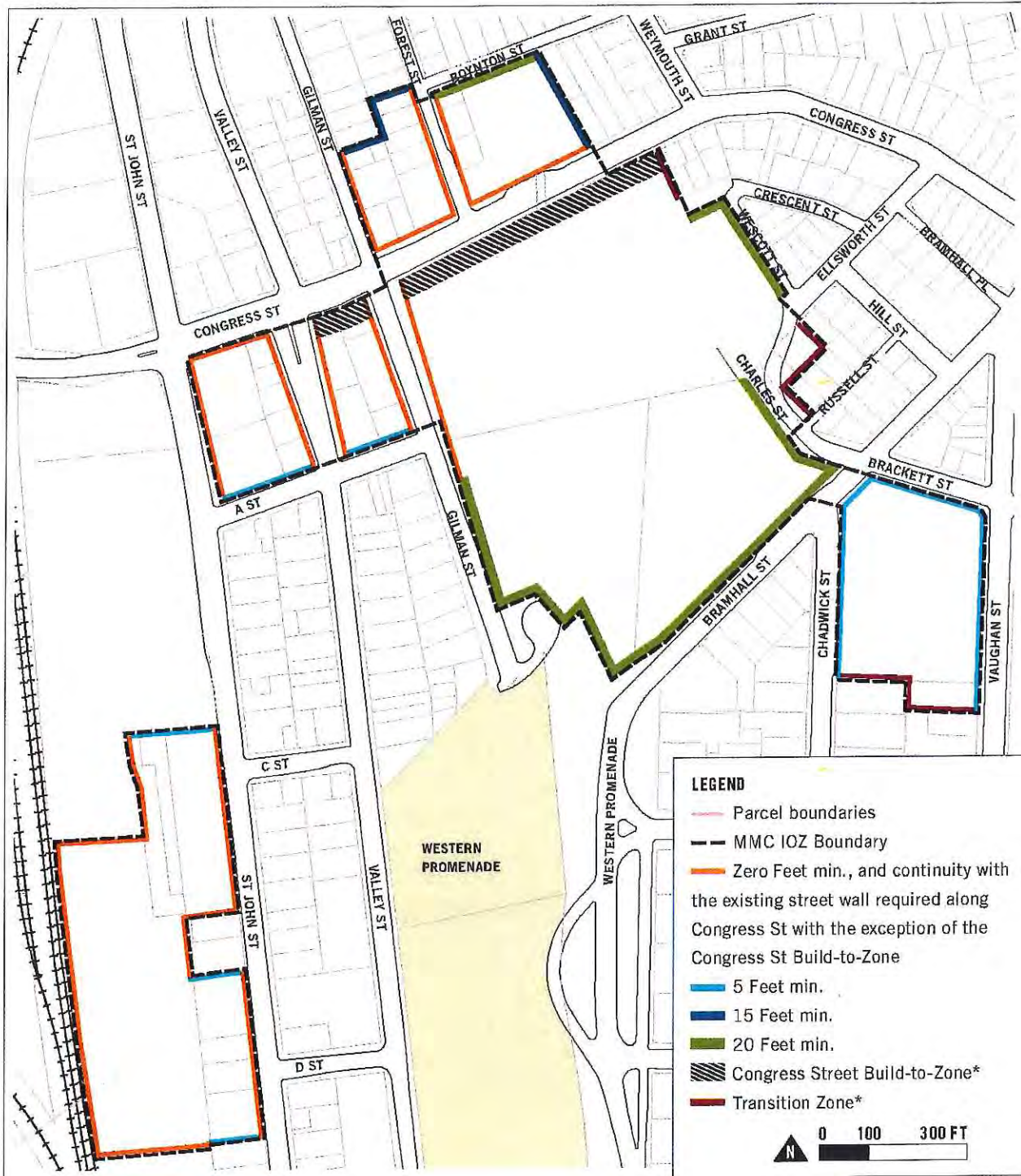
Max. Building Heights	Max. building heights for new buildings within the IOZ shall be governed by Map 4.1, or by the Transition Zones clause of this table (see below) for those buildings located in Transition Zones. Refer to IDP "Chapter 5. Design" for methodology on determining heights.
Minimum Building Heights	Three stories, except in transition zones, where the minimum building height shall be two stories. Minimum building heights shall not apply to building awnings, associated kiosks, pavilions or similar building components.
Maximum Building Length	Length of proposed parking garage at 222 St John St shall not exceed 500 feet as measured roughly parallel to St John St.
Minimum Building Setbacks	Minimum building setbacks shall be governed by Map 4.2. Additional requirements are listed in the Transition Zones and Congress Street Build-to-Zone sections of this table.
Congress Street Build-to-Zone*	A Build-to-Zone is identified for some properties that abut Congress Street. See Map 4.2 for the location of Build-to-Zone. i. The Congress Street Build-to-Zone extends between 0 to 40 feet from the right-of-way boundary. ii. Buildings located in these parcels must have a minimum of 70% of the façade facing Congress Street located within the Build-to-Zone.
Transition Zones	Transition zones are identified inside the IOZ boundary in areas where the IOZ abuts or is located across a public right-of-way from a residential zone or a historic-designated district. See Map 4.1. for location of transition zones. i. Transition zones shall extend 50 feet into the parcel from the parcel boundary. ii. Transition zones that abut a Residential zone with or without an intervening public right-of-way shall have a maximum height limit that matches the maximum height permitted within that Residential zone. iii. In areas where the IOZ abuts a Residential zone without an intervening public right of way, minimum side and rear yard requirements of the abutting Residential zone apply within the IOZ boundary, unless noted otherwise in Map 4.2.

*A "build-to zone" is the area on the lot where all or a portion of the street-facing building facade must be located, measured as a minimum and max. yard (setback) range from the public right-of-way boundary.

Maximum Building Heights



Minimum Setbacks



* **Note:** See Table 4.1 Dimensional Requirements.

(e) Design. New buildings within the IOZ shall adhere to the Design Guidelines set forth in Chapter 5: Design of the IDP and the site plans standards of the City of Portland.

(f) Signs.

1. At the time of first site plan review following IDP approval, a unified campus-wide Signage Plan shall be submitted for review and approval by the Planning Authority. Any update to such plan due to a change in name or logo shall not require amendment to the IDP.
2. Signs shall be designed in accordance with the campus-wide Signage Plan. All signs shall be designed in proportion and character with building facades and adjacent street typology. All signs shall be coordinated with the building and landscaping design and be constructed of appropriate permanent, high quality materials and finishes.

(g) Transportation.

1. Transportation Demand Management (TDM):
 - a. At the time of the first site plan review following IDP approval, MMC shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved Institutional Development Plan. The TDM Plan may be phased into short-, mid-, and long-term actions to allow for progressive implementation over time.
 - b. The TDM Plan shall be designed to provide transportation choice with the goal of reducing parking demand and single-occupancy vehicle trips to and from MMC by employees and visitors.
 - c. The TDM Plan shall establish parking and trip reduction targets associated with the short-term (0-2 years), mid-term (2-5 years), and the long-term (5+ years), as well as a data collection plan.
2. Parking:
 - a. Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wide analysis of demand and supply. The parking demand study shall determine parking requirements and shall be sufficient to alleviate parking pressure on surrounding neighborhoods.
 - b. Parking studies developed by MMC shall integrate parking and trip reduction achievements and data

contained in the TDM Plan.

(h) Environment. Development proposed by MMC shall be designed to integrate with the surrounding context, including open space and pedestrian networks and infrastructure.

(i) Mitigation measures. MMC shall mitigate site plan impacts to off-premise infrastructure in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of MMC development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.

(j) Neighborhood Integration and neighborhood engagement.

1. For the purpose of keeping surrounding residential areas appraised of its future development plans, and to address any neighborhood issues related to the operations of the MMC Bramhall campus, MMC shall adhere to the ongoing community engagement principles identified in the approved Institutional Development Plan.
2. MMC shall conduct ongoing community engagement, including the formation of a Neighborhood Advisory Committee comprised of representatives of MMC, the Parkside neighborhood, the West End neighborhood, the Western Promenade Neighborhood Association, the St. John Valley neighborhood, the Libbytown neighborhood, and the City.

(k) Construction management.

1. At the time of site plan review, MMC shall submit a Construction Management Plan substantially in accordance with those construction management principles identified in the approved Institutional Development Plan for review and approval by the Planning Authority.
2. The Construction Management Plan shall include a construction schedule, as well as strategies for managing neighborhood communication and noise, air quality, traffic, and parking impacts associated with the construction as set forth on the Construction Management Template developed by the City and attached and incorporated to the IDP as Appendix A.

(l) Other requirements.

1. Helipad. MMC shall be governed by the provisions of the Helistop Overlay Zone with the following exceptions:
 - a. Setback requirements of Section 14-327(3); and
 - b. Fencing requirements of Section 14-327(4).
2. Snow Ban Parking. When the City of Portland declares a Snow Parking Ban, MMC shall make parking available to neighbors in a designated parking area on or near its campus upon the following condition:
 - a. Hours: Due to the patterns of patient flow in the hospital, the hours of snow ban parking for registered vehicles during an announced City of Portland Snow Parking Bans are 6:00 p.m. until 6:00 p.m. Vehicles that are not moved out of these parking areas by the applicable time each morning are subject to towing at the owner's expense.
3. Housing Replacement. MMC shall be governed by the City of Portland Housing Replacement Ordinance.



PLANNING BOARD REPORT to CITY COUNCIL PORTLAND, MAINE

Proposed Map & Text Amendments
Maine Medical Center Institutional Overlay Zone (IOZ)
Maine Medical Center, Applicant

Submitted to: Portland City Council from the Planning Board
First Reading: November 6, 2017
Public Hearing (2nd reading): November 20, 2017

Prepared by: Jean Fraser/Nell Donaldson, Planning Division
Report Prepared: October 23, 2017

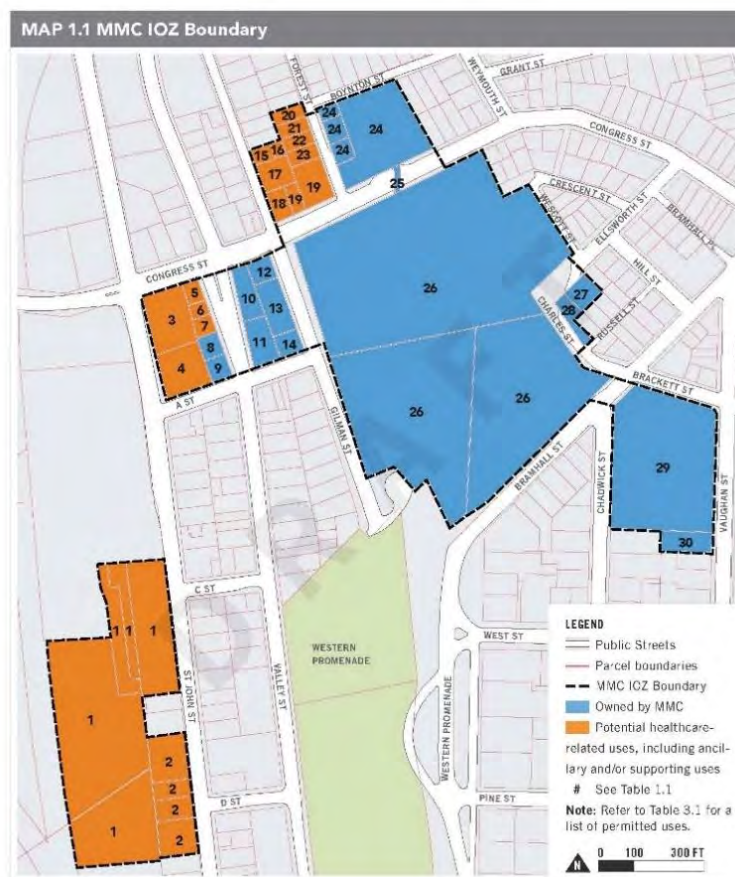


Figure 1: Proposed IOZ boundary

I. INTRODUCTION

On September 26, 2017, the Planning Board voted unanimously (6-0, Boepple absent) to recommend to the City Council the adoption of the Maine Medical Center (MMC) Institutional Overlay Zone (IOZ). The adoption of the IOZ entails both a zoning map amendment (*Figure 1*), as well as land use code text amendments to establish a Regulatory Framework to apply to future development within the zone (*Attachment B*). As proposed, the IOZ would replace existing MMC Conditional Zoning Agreements (CZAs) (*Attachments 3 & 4*). The amendments have been developed in the context of the recently adopted Institutional Overlay Zone ordinance, which establishes a process for institutional zoning in the city. MMC also prepared the required Institutional Development Plan, which was approved by the Planning Board at the hearing on September 26, 2017 (*Attachment A*). The Planning Board held four workshops and one public hearing to consider the proposals submitted by MMC.

MMC has proposed the Institutional Overlay Zone amendments to allow for expansion of the hospital and support facilities to meet changing demand, particularly for in-patient treatment. The existing CZAs were specific to now-completed development.

II. BACKGROUND

In 1997, a contract zone was established for 883-903 Congress Street, the site of MMC's medical office building and parking garage on the north side of Congress Street. In 2005, a conditional zoning agreement (CZA) was created for MMC's central campus, which established building envelopes that allowed for major expansion of the hospital through 2014. Collectively, the two zoning agreements have resulted in the MMC campus of today.

In the time since the creation of these zoning mechanisms, the health care industry has evolved, patient and employee needs have changed, MMC's facilities have aged, and demand for health care at MMC has grown. More than 6,000 people now converge on MMC's campus on a daily basis and the hospital serves over 225,000 patients per year. In order to address needs associated with a dynamic marketplace and growing demand, the hospital has identified a number of proposed short- and long-term capital projects, among them a new hospital building, a new employee garage, and additions to the existing visitor garage and East Tower for the next 5-20 years.

Recognizing that these proposals cannot be implemented under the existing CZAs, MMC originally approached the city with the assumption that the hospital would apply for amendments to the CZAs. After discussions with surrounding neighborhood stakeholders, the institution, current and former city staff and councilors, Planning Staff began to research alternative approaches including local approaches such as the overlay zones at Waynflete and USM as well as national models. As a result, the city, working with neighborhood stakeholders and the city's four major health and educational institutions, embarked on a months-long process to develop a new institutional zoning mechanism that would promote not only better long-range planning among institutions, but a public process around that planning designed to foster transparency, improve institutional relationships with neighborhoods, and support more sustained long-term success. Following the Council's adoption of the Institutional Overlay Zone ordinance, the city's review of MMC's IOZ application began.

The Planning Board met five times between April and September of 2017 to review elements of MMC's IOZ proposal. The Board's early workshops focused on the proposed IOZ boundaries; the hospital's approach to transportation, parking, and construction management; design; and neighborhood engagement. Later workshops considered other critical topics raised during the review – procedural provisions regarding amendments and updates, uses, dimensional requirements and design, and impacts to the public realm.

Simultaneously, MMC held regular meetings of their Expansion Group and held several neighborhood meetings to present and gather feedback on the IOZ proposal (*Attachment G*). These meetings raised concerns reflected in the Planning Board process – traffic; loss of neighborhood amenities, businesses, and housing; design; and construction impacts among them.

III. PLANNING BOARD RECOMMENDATIONS AND DISCUSSION

A. RECOMMENDATION

On September 26, 2017 the Planning Board voted unanimously (6-0 Boepple absent) to approve MMC's Institutional Development Plan and to recommend the following with respect to the proposed IOZ map and text amendments to the City Council:

A. MMC Institutional Overlay Zone

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for the public hearing on September 26, 2017, and on the basis of the testimony presented at the public hearing, the Planning Board finds that the proposed Institutional Overlay Zone amendments are consistent with Portland's Comprehensive Plan and therefore recommends adoption of the amendments to the City Council.

B. Repeal of CZA C18 883-903 Congress Street and CZA C41 in the Vicinity of Western Promenade/Maine Medical Center

The Planning Board recommends 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, be amended to rescind the conditional rezoning #18 for 883-903 Congress Street and the conditional rezoning #41 in the Vicinity of Western Promenade/Maine Medical Center.

B. BOARD DISCUSSION

The Planning Board held four workshops and one public hearing to review MMC's proposed Institutional Overlay Zone. Planning Board members generally recognized the hospital's need to expand their facilities and consolidate their parking, and that the hospital's proposed expansion plans are central to improved service delivery. The Board generally welcomed the thoroughness of the IDP and Regulatory Framework, including MMC's responsiveness to community and Board concerns and clarity of presentation. The Board broadly considered that the Regulatory Framework, taken together with the more expansive commitments outlined in the Institutional Development Plan, presented a balanced approach on the key issues that had been raised in public and Board comments during the review (*Table 1*).

Table 1: Summary of Major Issues

Issue	Relevant IOZ Provisions
<i>The boundary of the IOZ and institutional encroachment</i>	Within their IDP, MMC confines proposed development projects, with the exception of the proposed garage at 222 St. John Street, to the limits of their existing campus core. However, MMC has proposed an IOZ boundary that includes properties outside of this core, and to which they do not currently hold right, title, and interest. The Planning Board noted public concerns regarding potential institutional encroachment into neighboring areas of housing and local business, but considered that the language included in the Regulatory Framework [that any phasing change that affects these parcels would be subject to Planning Board review as an amendment to the IDP] would establish a process for carefully considering such expansion in the future. The Regulatory Framework also includes language stating that the extension of its functionally-related campus operations beyond the boundary of the IOZ would require an amendment to the IDP.
<i>Loss of existing residential and commercial uses</i>	Over the course of the review, there was considerable discussion between neighbors, the Planning Board, and MMC regarding the proposed IOZ and the potential for the loss of existing residential and commercial uses. The Board generally agreed that the Regulatory Framework should indicate a clear commitment to preserving and encouraging street activation through both use and form,. The Regulatory Framework includes language designed to promote the activation of main streets with commercial and residential uses, stating explicitly that "development fronting onto Congress Street and St. John Street shall activate the public realm, to the extent able, with uses such as service and retail/restaurant, landscaping, active building entrances, pocket parks, etc. on the ground or other publicly accessible level, consistent with the design intent contained in the approved IDP." The final iteration of the IDP includes a street activation diagram which identifies areas of the IOZ where ground floor retail or restaurant may be particularly appropriate. This is supported by IDP design guidelines that stress the inclusion of "vibrant, contributing and sustainable active ground floors...to add activity and a sense of place." The Regulatory Framework also reinforces that development by MMC within the IOZ will be subject to the city's housing replacement ordinance.
<i>TDM approach</i>	Over the course of the review, the Planning Board pressed for a robust approach to TDM and the reduction of parking within the IDP. In response, MMC's employee parking plan shifted significantly over the course of the review, from a 13-story garage proposal on Gilman Street to a 125-foot garage on St. John Street, and ultimately to a 100-foot garage on St. John Street. MMC's final Regulatory Framework is designed to support the final parking plan reflected in the IDP. In addition, the Regulatory Framework requires that a formal campus-wide TDM plan be provided at the time of site plan review, and that this plan be monitored on an annual basis. The Regulatory Framework refers directly to TDM principles outlined in the IDP. These principles include a target of 1.5% reduction in single-occupancy vehicle trips within 5 years of IDP approval. The IDP also confirms the hospital's commitment to improved data collection, full transit subsidies, and an evaluation of employee parking pricing, among other means, as ways of meeting this target.

Height and design of new buildings and associated impacts (e.g. shadows, edge, massing, and transitions)

The Regulatory Framework includes dimensional requirements that correspond to analysis of proposed zoning envelopes, shadow impacts, and relationships to the broader context contained within the IDP. The dimensional requirements incorporate the use of transition zones to address form and contextually-appropriate design at the IOZ's edges. The Regulatory Framework also includes reference to a series of design guidelines, contained in the IDP, that are intended to address issues of neighborhood compatibility. For example, the general design guidelines, which would apply to all buildings within the IOZ, promote "compatib[ility] with the existing, or – in areas of change – planned character of residential and commercial neighbors." The Planning Board encouraged the design guidelines to help achieve successful transitions between MMC buildings and neighboring properties; create active edges, particularly on commercial and mixed-use streets; address visual impacts; and encourage high quality design.

Over the course of the review, the location and height of the employee parking garage raised questions about visual impacts, particularly to views from the Western Promenade to the west. In response to concerns regarding MMC's initial proposal to place a large parking garage on the corner of Congress and Gilman Streets, MMC shifted their employee parking to an alternative location at 222 St. John Street. Following discussion of impacts to the Western Prom with both neighbors and the city's Parks Department, MMC's modified their final Regulatory Framework to lower allowable heights at the 222 St. John Street parcel (*Figure 2 and Attachment H*). The Board welcomed the reduction in the height of the proposed parking garage, acknowledging that the height and design of the garage will need further consideration at the site plan review stage when more detail would be available.



Figure 2: Western Promenade views showing proposed 222 St. John garage massing

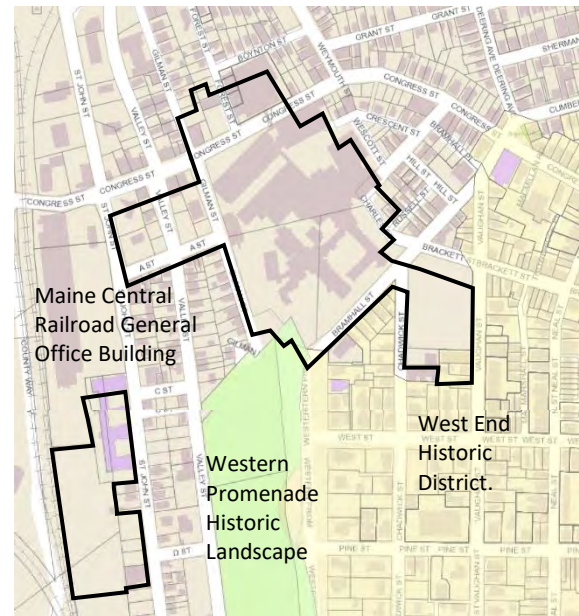
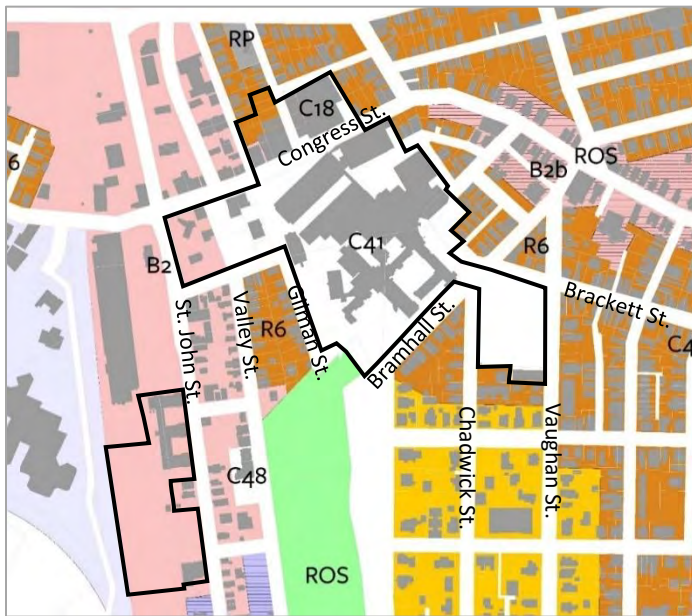
<i>Construction impacts (e.g. noise, vibration, nuisance, construction parking)</i>	MMC's final Regulatory Framework includes language that requires MMC to submit construction management plans at the time of site plan review that comport with construction management principles identified in the IDP. These principles include broad statements on neighborhood communication, schedule, work hours, noise, public safety and pedestrian access, parking and traffic, air quality, and impacts to surrounding buildings to ensure that potential neighborhood impacts are addressed.
<i>Operational impacts (e.g. noise, smoking, snow ban parking)</i>	The Regulatory Framework commits MMC to providing snow ban parking in a designated parking area on or near its campus and cross-references to IDP language regarding noise impacts and the process for managing noise complaints along with the issue of managing smoking on and proximate to its campus.
<i>Public involvement approach</i>	Over the course of the review, the Planning Board encouraged MMC to explore ways to support best practices in community engagement with an aim toward developing a positive relationship between neighbors and the institution. The final Regulatory Framework commits MMC to ongoing community engagement principles identified in the IDP, among them the creation of a chartered "Neighborhood Advisory Committee," including representatives of the surrounding neighborhoods, the city, and the City Council, which would meet on a quarterly basis.
<i>Accountability, transparency, and enforcement</i>	As noted above, the Regulatory Framework and the IDP include several mechanisms which address concerns regarding accountability, including the formation of the Neighborhood Advisory Committee. At a broader level, the IOZ creates a clear structure whereby future development is required to be consistent with the IDP and Regulatory Framework, and the Regulatory Framework requires not only regular updates on IDP implementation, including updates on acquisitions and divestments, but that MMC follow an amendment process whereby future changes to the IDP are reviewed by the Planning Board in a public setting.

IV. PROPOSED MMC INSTITUTIONAL OVERLAY ZONE

The proposed Maine Medical Center Institutional Overlay Zone comprises two elements:

1. A map amendment to identify the area of the overlay zone, and
2. Text amendments, in the form of a "Regulatory Framework," that identify the zoning requirements that apply to the IOZ.

The proposals have been developed by Maine Medical Center to facilitate expansion of the hospital to better meet changing health care needs in Portland and Maine while also responding to local concerns about the associated impacts of such growth. The proposed amendments to the land use code address the IOZ ordinance submission and review requirements, and are based on an Institutional Development Plan which has been approved by the Planning Board (*Attachment 2*).



Figures 3,4, and 5: Existing zoning context; historic context; and land use context.

A. PROPOSED IOZ BOUNDARY

The proposed MMC Institutional Overlay Zone covers the existing Bramhall Campus as well as proximate areas of potential long-term development (*Figure 1*). The overlay includes properties which are currently subject to Conditional Zoning Agreements (CZAs) between MMC and the city, as well as areas of conventional residential and commercial zoning. If adopted by the City Council, the proposed overlay zone would render the existing contract zones obsolete, requiring that the City Council rescind those conditional zoning agreements. In areas outside of those CZAs, the IOZ would overlay existing R6 and B-2 zoning. If adopted, the IOZ would supersede the underlying zoning for all properties within the IOZ to which MMC holds right, title, or interest. For properties not subject to MMC's right, title, or

interest, the underlying zoning would continue to control.

B. LAND USE CONTEXT

The proposed IOZ occupies an area of transition between five different neighborhoods, commercial, residential, and recreational land uses, and one of the city's major gateways on Congress Street (*Figure 3*). Predominantly residential uses in the R-6 and R-4 zones fringe the proposed IOZ on the north, east, and south, while uses to the west on Congress Street and St. John Street are predominantly commercial in the B-2 zone. Portland's Plan identifies the area around Congress and St. John Streets as a priority node for transformation.

The proposed IOZ would lie adjacent to the Western Promenade, a designated historic landscape, and the West End Historic District. The IOZ would also encompass the Maine Central Railroad General Office Building at 222 St. John Street, which was designated on the national register in 1988 (*Figure 4*).

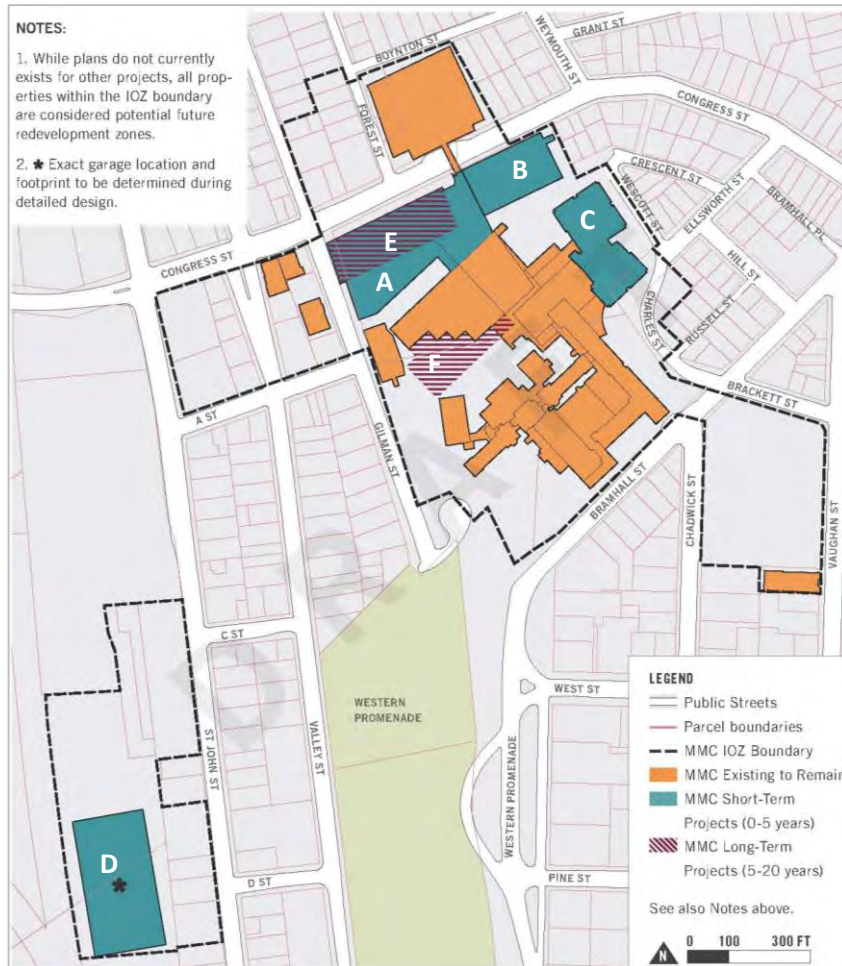


Table 2: Short-Term and Long-Term Development Projects

	SF	Spaces
SHORT-TERM PROJECTS (0-5 YEARS)		
A. Congress Street Development	285,000	
B. Visitor Garage Vertical Expansion		225
C. East Tower Vertical Expansion & Relocated Helipad	60,000	
D. St. John St. Garage		~2,200
LONG-TERM PROJECTS (5-20 YEARS)		
E. Future Phase Congress Street Development	300,000	
F. LL Bean Building Addition	120,000	
	765,000	~2,425

C. INSTITUTIONAL DEVELOPMENT PLAN as BASIS FOR REZONE

As required by the IOZ ordinance, MMC submitted an Institutional Development Plan that lays the foundation for the creation of the MMC IOZ (*Attachment A*). This IDP identifies existing and future clinical needs, facility needs, organizational needs, and parking needs as driving factors in MMC's long-range planning, and finds that all of these needs, when combined, necessitate significant growth and change on the Bramhall campus.

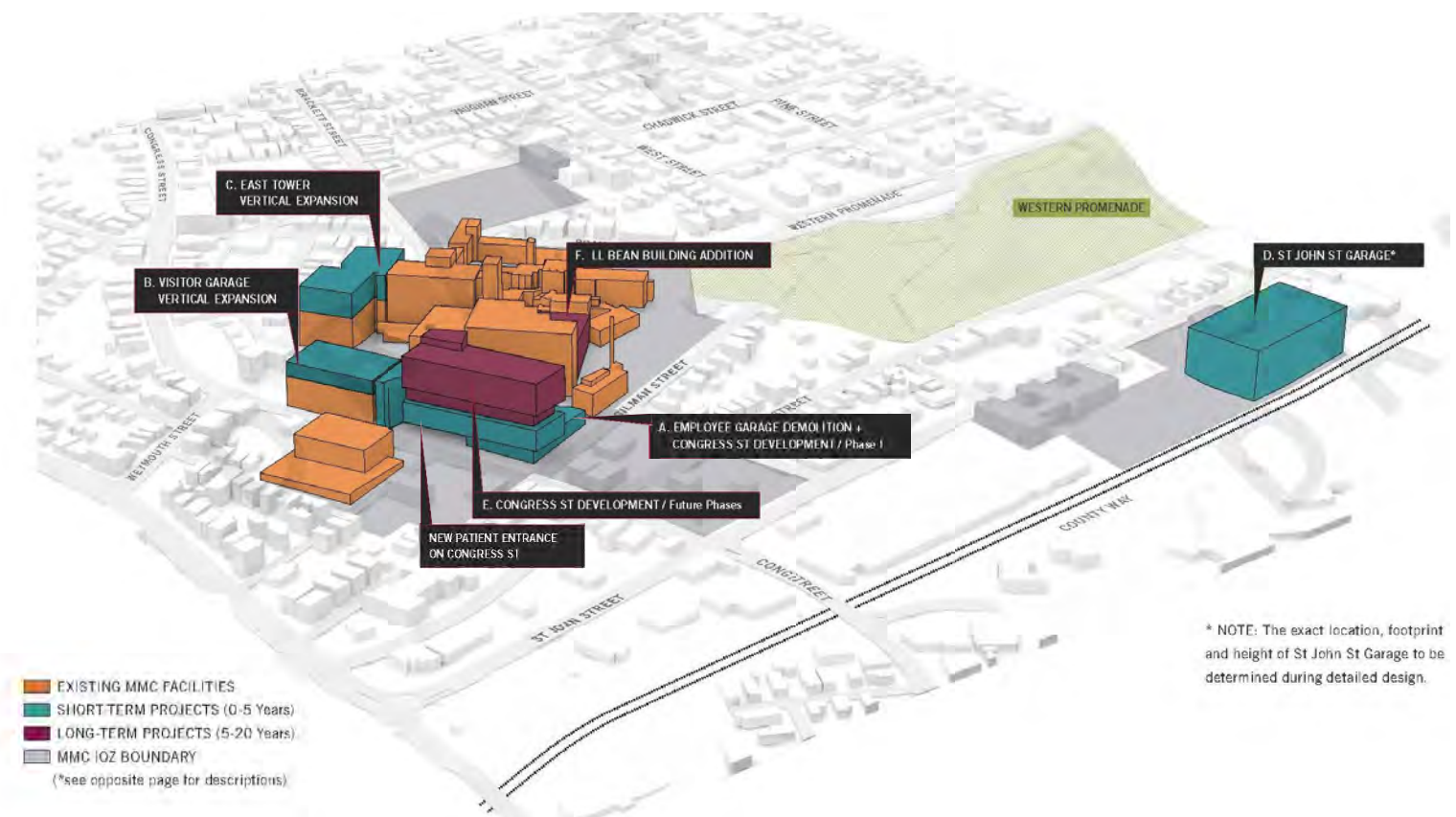
The IDP outlines a number of short- and long-term projects which will result in the additional of substantial square footage for the hospital, major changes in terms of how patients, visitors, and staff interact, and major changes in how the hospital interacts with the city. Among the short-term projects identified in the IDP, MMC plans to add over 200 parking spaces in additional decks at the visitor garage on Congress Street, construct a 60,000 SF addition on top of the East Tower, relocate the helipad to the East Tower, construct a 2,200 space employee garage at 222 St. John Street, and develop a new 285,000 SF hospital building in the place of the existing employee garage on Congress Street. In the long-term, the IDP identifies an additional 420,000 SF of potential development, all of which would be located within the existing core campus.

Figure 6: Short-Term and Long-Term Development Projects

Table 3: Projected Campus Growth & Change

	2016	2026	CHANGE
PEOPLE			
Inpatient Discharges	100	110	10
Inpatient Visitors	250	270	20
Outpatient Activity	600	620	20
Outpatient Visitors	600	620	20
Bramhall Outpatient Clinics	150	150	-
Shift 1	3,640	3,900	260
Shift 2	210	220	10
Shift 3	520	550	30
Total Employees	4,370	4,670	300
Med Students	100	110	10
Nursing Students	100	100	-
Other Students	20	25	5
Non-MFP Related Contractors	25	25	-
	6,315	6,700	385
PARKING			
Employee Spaces	2,027	2,602	575
Patient/Visitor Spaces	850	1,075	225
	2,877	3,657	780

Note: Parking totals are based on St. John Street garage and lot figures in Gorrill-Palmer's 9/5/17 Preliminary Traffic Assessment. 2026 figures represent MMC's short-term parking projects only. Figures assume that MMC will no longer use remote lots at 181 High Street, 993 Congress St., and 321 Brackett St.

**Figure 7: Short-Term and Long-Term Development Projects**

Collectively, these changes would result in 385 additional people on MMC's Bramhall campus on a daily basis and almost 800 additional parking spaces for use by MMC patients, visitors, and employees. The plan would add needed "private, universal" patient rooms and surgery suites with improved access to the Emergency Department and "core diagnostic and treatment services" in the L.L. Bean building, establish a new primary patient entrance on Congress Street, provide centralized employee parking at 222 St. John Street, and eliminate aging infrastructure in the existing employee garage. The plan would also relocate the hospital's busiest traffic generators away from nearby residential uses and towards the city's gateway on Congress Street, clarify wayfinding and circulation patterns, and help to activate the Congress Street corridor. The Institutional Development Plan was approved by the Planning Board on September 26, 2017. A summary outlining how it addresses the IOZ ordinance review requirements is included in *Attachment 2*.

D. REGULATORY FRAMEWORK

Building on the work of the IDP, MMC has submitted a Regulatory Framework which, when coupled with the boundary of the IOZ, represents the proposed 'zoning' for MMC's IOZ (*Attachment B*). Per the city's IOZ ordinance, all future development proposed by MMC within the IOZ would not only be assessed for consistency with the IDP, but for compliance with the standards and requirements of the Regulatory Framework. (It should be noted that future development proposed by MMC would also continue to be subject to the city's site plan standards and any other relevant elements of the land use code, such as the housing replacement ordinance. As proposed, MMC's Regulatory Framework includes provisions related to uses, dimensional standards, design, transportation and parking, environment, neighborhood integration, construction management, helipad, snow ban parking, housing replacement, and mitigation of future impacts (*Table 4*).

Table 4: Summary of Proposed Regulatory Framework Elements

<i>Phasing and schedules</i>	The Regulatory Framework includes a section related to monitoring, updates, and amendments, speaking to both the TDM component of the IDP and the IDP itself. The Regulatory Framework requires annual monitoring reports on the TDM plan, and tri-annual monitoring reports on the implementation of the IDP (including a summary of acquisitions and divestments since the date of IDP approval). With respect to amendments, the Regulatory Framework defines three classes subject to differing review procedures: updates, minor amendments, and major amendments. Minor amendments that impact the phasing of long-term development blocks identified in the IDP are subject to Planning Board review.
<i>Uses</i>	The final Regulatory Framework includes a list of permitted uses, including hospital, medical office, parking garage, residential, retail, restaurant, and outdoor use areas, among others.
<i>Dimensional Requirements</i>	The final Regulatory Framework includes dimensional standards that address maximum and minimum building heights, placement, and in some cases, length. Absolute heights range from 45' to 200', with the areas of most intense height concentrated in the core of the existing campus along Congress Street. Transition zones are identified along residential boundaries. In these areas, the height standards of the adjacent residential zone would apply. Front yard setbacks as proposed in the Regulatory Framework would range from 0' to 20' depending on the context, and a 40' build-to zone is proposed for the southern side of Congress Street. In areas where the IOZ directly abuts a residential zone, minimum side and rear yard setbacks of the abutting residential zone would apply.
<i>Design & Signs</i>	The final Regulatory Framework includes language that states that all development proposed within the IOZ is required to adhere to the design guidelines developed in the IDP. The Framework also requires MMC to develop a campus-wide signage plan at the time of first site plan review to guide the design of future signs.
<i>Transportation</i>	The Regulatory Framework requires the submittal of a TDM plan and parking studies at the time of site plan review to fully establish both the hospital's parking needs and a program for creatively addressing them. The Regulatory Framework requires that the TDM plan

	establish trip reduction targets and that parking studies fully integrate those targets in their assessment of parking needs.
<i>Environment</i>	The Regulatory Framework includes a statement that requires future MMC development to integrate with the surrounding context, including open space networks.
<i>Mitigation measures</i>	The Regulatory Framework includes broad language stating that MMC shall be responsible for mitigating site plan impacts to off-premise infrastructure in a manner proportionate to those impacts, and that such mitigation may include financial or in-kind contributions.
<i>Neighborhood Integration</i>	The Regulatory Framework includes language that requires MMC to adhere to the community engagement principles identified in the IDP. The language further requires the creation of a Neighborhood Advisory Committee as outlined in the IDP. The Regulatory Framework also requires that MMC submit a construction management plan at site plan review that addresses major areas of public concern.
<i>Other</i>	The final Regulatory Framework addresses existing exceptions from the Helistop Overlay Zone ordinance, provides for snow ban parking in a designated parking area on or near the MMC campus, and notes that future development by MMC will be governed by the city's housing replacement ordinance.

V. PUBLIC COMMENT

The Planning Division received numerous public comments during the development of the Institutional Overlay Zone, the process that preceded this review (*Attachments PC1 - PC22*). Staff has also received numerous public comments during the MMC IOZ zoning amendment process, including several following the Planning Board hearing (*Attachments PC23 – PC41*). The key issues raised by the public comments are included in Table 1 above, which outlines how the zoning amendment review process has responded to these concerns.

As required, MMC held public meetings throughout the course of IDP and Regulatory Framework development. The IDP includes a summary of public concerns expressed through this process. Among these, the IDP highlights traffic and parking, the IOZ boundaries, encroachment on existing residential and commercial uses, and public engagement.

The City Council readings have been advertised in accordance with the ordinance requirements.

VI. REVIEW OF IOZ REGULATORY FRAMEWORK

Several versions of the Regulatory Framework were prepared and submitted by MMC in accordance with IOZ ordinance submissions requirements. These were revised by MMC in response to review comments and meetings with city staff from Historic Preservation, Public Works, Parks and Recreation, Transportation, and Fire Prevention.

The proposed Regulatory Framework has been reviewed for conformance with the review standards of the city's Institutional Overlay Zone ordinance. Findings are summarized in *Table 5*.

Table 5: Regulatory Framework Standards of Review (Section 14-281(e))

The Regulatory Framework shall:

1. *Be consistent with the Comprehensive Plan and the Institutional Development Plan;*
Portland's Comprehensive Plan recognizes that the city needs to "plan for institutional growth," and establishes two goals in this vein: to "[p]romote the orderly expansion of institutional uses, such as educational, cultural and hospital campuses, which are central to workforce development, employment, and the health of the local and regional economies" and to "[e]nsure that the growth of Portland's educational, medical, and cultural institutions is integrated into Portland's urban fabric through the use of high quality design, management of impacts, community partnerships, and innovative planning." The intersection of St. John and Congress Streets is also identified as a priority node in Portland's Plan.

The Regulatory Framework is designed to allow MMC to grow and change within a flexible framework that responds to its context within the city, and is generally consistent with Portland's Plan. The Regulatory Framework promotes orderly expansion of the hospital by requiring MMC to develop in a manner consistent

with the IDP, which establishes phasing short- and long-term projects. With respect to Portland's Plan's integration goal, the Regulatory Framework, in concert with the IDP, promotes strong urban design through references to design guidelines, plan for management of future impacts through mitigation language, and supports healthy relationships between neighborhood and institution through the requirement of a neighborhood engagement strategy that addresses continuous public involvement as well as engagement during construction.

2. *Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews;*

The final Regulatory Framework is clearly written and uses graphics and tables to simply communicate its core concepts.

3. *Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement; and*

The final Regulatory Framework addresses a variety of concerns raised during the review process with explicit regulatory statements regarding heights, the management of transitions, building placement, TDM planning, neighborhood engagement, construction management, snow ban parking, and mitigation.

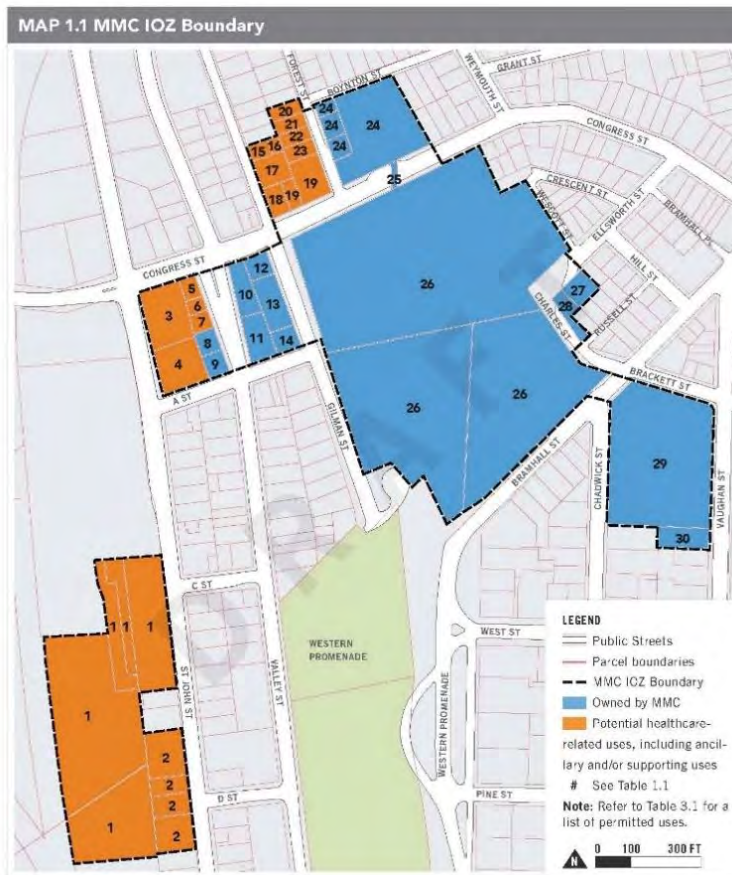
The Regulatory Framework includes three basic mechanisms that relate to concerns regarding neighborhood encroachment: language relating to the expansion of "functionally-related" hospital uses beyond the IOZ boundary; language pertaining to what would require future IDP amendments; and language encouraging mixed uses as part of MMC developments. Considerable effort has been made to arrive at language that responds sufficiently to neighborhood concerns, protects the ability of the hospital to react to unforeseen opportunities, and ensures that the IDP is serving its purpose as a long-range planning tool.

The Regulatory Framework responds to neighborhood concerns regarding loss of commercial and residential properties with language that explicitly promotes the activation of main streets with commercial and residential uses. These provisions are supported by language within the IDP that reinforce the concept of street activation through form and use.

The heights depicted in the Regulatory Framework have been carefully considered over the course of the review process. The height of the 222 St. John Street site, which is slated for a new employee garage, has been reduced to 100 feet in response to staff and Planning Board concerns regarding its impact on views from the Western Promenade.

4. *Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications*

The Regulatory Framework requires several critical plans and studies to be developed and reviewed at the time of future site plan, including a TDM plan, signage plan, construction managements plans, and parking studies. In this same vein, the Regulatory Framework includes language that requires future mitigation of impacts to off-premise infrastructure.



VII. PLANNING BOARD RECOMMENDATION

On September 26, 2017 the Planning Board voted unanimously (6-0 Boepple absent) to approve the Institutional Development Plan and to recommend the following in respect of the Regulatory Framework and IOZ map amendment:

A. MMC Institutional Overlay Zone

On the basis of the application, plans, reports and other information submitted by the applicant, findings and recommendations contained in the Planning Board Report for the public hearing on September 26, 2017, and on the basis of the testimony presented at the public hearing, the Planning Board finds that the proposed Institutional Overlay Zone amendments are consistent with Portland's Comprehensive Plan and therefore recommends adoption of the amendments to the City Council.

B. Repeal of CZA C18 883-903

Congress Street and CZA C41 in the Vicinity of Western Promenade/Maine Medical Center

The Planning Board recommends 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, be amended to rescind the conditional rezoning #18 for 883-903 Congress Street and the conditional rezoning #41 in the Vicinity of Western Promenade/Maine Medical Center.

VIII. ATTACHMENTS

Report Attachments

1. IOZ Ordinance as approved by City Council
2. Summary of the IDP Review
3. C18 Contract Zone for 883-903 Congress St.
4. C41 CZA in Vicinity of Western Promenade/MMC

Public Comments

- PC-1. Barowitz correspondence 12.6.16
- PC-2. Snyder correspondence 12.7.16
- PC-3. St. John Valley Neighborhood Association correspondence 12-16
- PC-4. Martin correspondence 12.13.16
- PC-5. McKenzie Bowcott correspondence 12.11.16
- PC-6. Bowcott correspondence 1.10.17
- PC-7. Vilani correspondence 1.9.17
- PC-8. McNamara correspondence 1.10.17
- PC-9. Sabina correspondence 1.10.17
- PC-10. Fuller correspondence 1.10.17
- PC-11. Western Promenade Neighborhood Association (Pringle) correspondence 1.10.17
- PC-12. Alexander correspondence 1.16.17

- PC-13. Snyder correspondence 1.26.17
- PC-14. Fuller correspondence 2.6.17
- PC-15. Knoll correspondence 2.7.17
- PC-16. Donnelly correspondence 2.10.17
- PC-17. Barowitz correspondence 2.12.17
- PC-18. Wells correspondence 2.13.17
- PC-19. Fuller correspondence 2.19.17
- PC-20. Pringle correspondence 3.7.17
- PC-21. McNamara correspondence 3.27.17
- PC-22. Sabina correspondence 3.28.17
- PC-23. SJVNA correspondence 4.18.17
- PC-24. MilNeil correspondence 4.25.17
- PC-25. Pringle correspondence 4.25.17
- PC-26. MilNeil correspondence 4.27.17
- PC-27. Snyder correspondence 5.9.17
- PC-28. Pedestrian and Bicycle Advisory Committee correspondence 5.15.17
- PC-29. SJVNA correspondence 5.23.17
- PC-30. Sabina correspondence 8.1.17
- PC-31. Barowitz correspondence 8.6.17
- PC-32. McNamara correspondence 8.8.17
- PC-33. Martin correspondence 8.8.17
- PC-34. Peters correspondence 9.6.17
- PC-35. Sabina correspondence 9.25.17
- PC-36. Fletcher correspondence 9.26.17
- PC-37. Bowcott correspondence 9.26.17
- PC-38. Cleary correspondence 9.26.17
- PC-39. Martin correspondence 9.26.17
- PC-40. Cowrie correspondence 9.26.17
- PC-41. Stickney correspondence 9.26.17

Applicant's Submittals

- A. MMC IDP (10.9.17, Approved by Planning Board)
- B. MMC Final Regulatory Framework (9.22.17)
- C. MMC Presentation on Parking and TDM (4.6.17)
- D. MMC Commuter Survey Results (4.6.17)
- E. MMC TRIMMS Methodology Memo (5.16.17)
- F. MMC Preliminary Traffic Assessment (9.22.17)
- G. MMC Neighborhood Meeting Minutes
- H. MMC Renderings of Proposed 222 St. John St. Garage

Order 221-16/17

Amended to delete, in Section 14-281(g), "Amendments brought forth by the city will require a supermajority of the City Council to take effect.": 9-0 on 5/1/2017

Passage as amended: 9-0 on 5/1/2017

Effective 5/31/2017

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)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 14
Re: INSTITUTIONAL OVERLAY ZONE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND, MAINE IN
CITY COUNCIL ASSEMBLED AS FOLLOWS:**

*That Chapter 14, Sections 14-277 to 14-282 of the Portland
City Code are hereby amended as follows:*

Art. I. In General, § 14-1--14-15
Art. II. Planning Board, § 14-16--14-45
Art. III. Zoning, § 14-46--14-490

...

Div. 16. Waynflete School Overlay Zone, § 14-276--14-276.10

Div. 16.1. Institutional Overlay Zone (IOZ), § 14-277--14-293

Div. 17. B-7 Mixed Development District Zone, § 14-294--14-304

...

DIVISION 16.1. INSTITUTIONAL OVERLAY ZONE (IOZ)

14-277.—~~Reserved.~~ Purpose of the Institutional Overlay Zone

The Institutional Overlay Zone (IOZ) designation provides a regulatory mechanism available to the city's four major medical and higher education campuses where an improved regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

(a) Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of

the local and regional community, and in order to sustain that role, these institutions need flexibility to change and grow;

(b) Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and cumulative impacts while leveraging potential benefits at the neighborhood, city, and regional level;

(c) Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions;

(d) Support the formation and continuation of mutually beneficial public-private cooperation;

(e) Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods;

(f) Reflect Comprehensive Plan and other policy objectives;
and

(g) Provide a consistent regulatory approach to all major institutions which allows unique regulatory requirements that balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

14-278.—Reserved. Location and Applicability

The city's four primary medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. The Eligible Institutions are the two major hospital institutions of Maine Medical Center and Mercy Hospital and the two major academic institutions of University of Southern Maine and University of New England, their successors and assigns. Designation as an IOZ is the preferred mechanism where the Eligible Institution's proposed development is inconsistent with the existing zoning.

14-279.—Reserved. Establishment of an Institutional Overlay Zone

(a) Application for an Institutional Overlay Zone. Where the Eligible Institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:

1. An Institutional Development Plan (IDP) (see Section 14-280).
2. A Regulatory Framework (see Section 14-281) that would, when and if adopted, be the text and map amendment to the City's Land Use Code and Zoning Map.

(b) Required Public Involvement. At least two neighborhood meetings shall be required. The first shall be held prior to the formal submission of a zone change application for an Institutional

Overlay Zone and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and inform the development of the Institutional Development Plan (IDP) and Regulatory Framework. Meetings shall be held in a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates and maintain written records of the meetings.

(c) Required Scoping Meeting. The Eligible Institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and Regulatory Framework, including associated study areas that may be outside of the proposed IOZ boundary. The IDP and Regulatory Framework will vary in detail and focus depending on the Eligible Institution and its particular context. The content requirements in Sections 14-280 and 14-281 and the comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the Eligible Institution (see Section 14-280(c)).

(d) Reviewing Authority.

1. The Planning Board shall review the zone change application, including the IDP and Regulatory Framework. At least one public workshop and a public hearing before the Planning Board are required.
2. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying Regulatory Framework as an amendment to the city's code of ordinances.

(e) Future Institutional Development.

1. All new development by the Eligible Institution within the boundary of the IOZ shall be compliant with the IOZ and accompanying Regulatory Framework, consistent with the IDP, consistent with the Comprehensive Plan, and meet applicable site plan standards, unless such standards are superseded by the Regulatory Framework.
2. Any use/development proposed by the Eligible Institution outside the IOZ boundary that complies with the zoning for permitted uses in that location shall be reviewed under the standards of that zone. Any use/development proposed by an Eligible Institution outside of the IOZ boundary that is

proposed in a residential zone and is functionally related to the operations within the IOZ shall be addressed by the IDP and require an amendment to the IDP.

14-280.—Reserved. Institutional Development Plan (IDP)

(a) Purpose. Any use conducted by an Eligible Institution and any construction by an Eligible Institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this ordinance. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services and measure, analyze, and address the anticipated or potential impacts of planned institutional growth and change. The IDP shall serve as a background document that supports the proposed Regulatory Framework and frames subsequent site plan review(s).

(b) Planning Horizon. An IDP shall provide the city and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the Eligible Institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years or more); however, the specific planning horizons for each institution will be determined as part of the IDP approval process.

(c) Content. The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required Scoping Meeting:

1. Context Information

a. The institution's adopted mission, vision, or purpose statement

b. A summary of relevant baseline data on the institution, including:

i. A neighborhood context plan;

ii. An inventory of current programs and services;

iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time;

iv. An inventory and/or plan of all existing property holdings within the main campus

and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking);

v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.

c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:

i. A summary of existing resources, such as historic, open space, and natural resources;

ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization;

iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues;

iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.

d. A summary of public involvement in the development of the IDP, including major areas of public concern.

2. Assessment of Future Institutional Growth and Change

a. A description of institutional needs and areas of future institutional growth and change, including:

i. Projected census of users (e.g., enrollment /employment/patient/visitor figures and anticipated variations over time);

ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus; and

iii. A Development Plan addressing anticipated or potential institutional needs and

physical improvements, including the proposed boundary of the IOZ and any phasing of the development.

b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the Regulatory Framework:

i. Transportation and access

a. An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan;

b. An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety;

c. A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.

ii. Environment

a. An analysis of potential cumulative impacts on natural resources and open spaces;

b. An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant;

c. An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation,

enhancement, conservation, and/or mitigation.

iii. Infrastructure

- a. An analysis of projected public utility demand and the capacity of associated infrastructure;
- b. An analysis of projected public safety needs and projected impacts to the capacity of these services;
- c. An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.

iv. Design

- a. An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources;
- b. An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context;
- c. An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development;
- d. A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.

v. Neighborhood Engagement

- a. A plan for ongoing community engagement that represents best

practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability;

b. A property management framework that identifies the institution's process for handling operational property issues with neighbors;

c. Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods;

d. A set of construction management principles, to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear communication strategy is in place in advance of construction.

(d) Standards of Review. The IDP shall:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board;

2. Reflect the issues/topics identified in the required public process;

3. Demonstrate consistency with the city's Comprehensive Plan and the purpose of this ordinance;

4. Demonstrate how the property ownership, proposed growth, and requested Regulatory Framework relate to the institution's mission;

5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands;

6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.

7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated;

8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated;
9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric;
10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local amenities;
11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure;
12. Conform with Portland's Historic Preservation Ordinance standards for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. When proposed adjacent to or within one hundred (100) feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity; and
13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

(e) Approval. Upon finding that an Eligible Institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

(f) Monitoring. The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments;

(g) Amendments. An approved IDP shall guide campus development unless and until amended. If at any time the Eligible Institutions request minor amendments to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a substantial alteration of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply with a written statement of the proposed amendment and proposed amended IDP to the Planning Authority, whose decision as to whether the amendment is minor shall be final. Major amendments shall be reviewed by the Planning Board. When the IDP is amended, the baseline data in the IDP shall be updated as appropriate.

14-281. Regulatory Framework

(a) Purpose. The Regulatory Framework translates the IDP into a set of clear and specific zoning requirements for the IOZ that constitute the text and map amendments to the City's Land Use Code and Zoning Map. The zoning requirements are anticipated to include parameters that guide the growth and change of the institution as well as broad strategies to address potential impacts, with plans and details to be developed under site plan review.

(b) Applicability. The Regulatory Framework shall apply only to properties that are within the IOZ boundary and to which the Eligible Institution holds right, title, or interest. For these properties, the Institutional Overlay Zone shall supersede the underlying zoning, and all new institutional development shall be conducted in compliance with the Regulatory Framework and the approved Institutional Development Plan. Properties located within the Institutional Overlay Zone not subject to right, title, or interest of the Eligible Institution shall continue to be governed by the regulations of the underlying zoning designation.

(c) Uses. Institutional uses, including hospitals and higher education facilities, shall be permitted, as shall uses that are functionally integrated with, ancillary to, and/or substantively related to supporting the primary institutional use, consistent with the applicable approved IDP.

(d) Content. The Regulatory Framework shall reflect the information and analysis of the IDP. The content shall be tailored to address the particular issues associated with the institution and its neighborhoods. The Regulatory Framework should be succinct and use tables and graphics as possible to address the following, if applicable:

1. Zoning boundary of the IOZ: The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's Zoning Map);
2. Phasing and schedules: Requirements that relate to particular proposed phases; a chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan);
3. Uses: Clarification, as necessary, on permitted uses.
4. Dimensional Requirements: Graphics, sketches, or standards, including details for transition zones within the IOZ boundary;
5. Transportation: Elements such as TDM trip reduction targets or contribution to area-wide TDM measures; broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety; parking ratios

and management strategies; thresholds for access improvements;

6. Environment: The approach to the inclusion of open space and preservation of environmentally-sensitive areas;

7. Mitigation measures: The broad approach to identified mitigation measures, which would be addressed in greater detail in the site plan review process; thresholds for addressing deficiencies; goals for preservation/protection;

8. Design: Graphics and standards to clarify building placement and envelope (height and massing); guidelines for integration of site features; required treatments for transition zones and treatment for all edges (both within and abutting the IOZ boundary); guidelines for establishing campus identity; and

9. Neighborhood Integration: Thresholds and strategies for neighborhood engagement; mitigation of impacts on neighboring properties, including construction impacts; buffering requirements; objectives for pedestrian linkages and safety; other requirements that address community concerns.

10. Monitoring: A schedule for regular monitoring reports on IDP implementation in accordance with the IDP.

(e) Standards of Review: The Regulatory Framework shall:

1. Be consistent with the Comprehensive Plan and the Institutional Development Plan;

2. Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews;

3. Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement; and

4. Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications.

(f) Approval/Adoption. The Planning Board shall review the proposed Regulatory Framework against the standards of review and make a recommendation on the institution's IOZ designation and Regulatory Framework to the City Council for adoption as part of this zoning ordinance.

(g) Amendments. A Regulatory Framework and IOZ boundary as adopted by the City Council shall remain in force unless and until amended. Amendments to a Regulatory Framework and/or IOZ boundary may be brought forth by the city or Eligible Institution. Proposed

amendments to the IOZ boundary or Regulatory Framework shall be reviewed by the Planning Board and adopted by the City Council subject to the provisions of this ordinance.

14-282. Reserved.

* Editor's note. Order No. -16/17, adopted May , 2017, provided that the Regulatory Frameworks, as they are adopted by the City Council for each Eligible Institution, shall be codified within this section.

Summary of the Planning Board review of the Institutional Development Plan

The Institutional Development Plan was reviewed by the Planning Board for conformance with the review standards of the city's Institutional Overlay Zone ordinance. Major findings of city staff are summarized below:

IDP Standards of Review (Section 14-280(d))

The IDP shall:

1. *Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board;*
The IDP generally incorporates elements that reflect the content requirements of the IOZ ordinance, including context information and an assessment of future institutional growth and change.
2. *Reflect the issues/topics identified in the required public process;*
As noted above, the IDP generally identifies concerns identified throughout the review process, including traffic and parking, the IOZ boundaries, encroachment on existing residential and commercial uses, accountability, design, and public engagement .
3. *Demonstrate consistency with the city's Comprehensive Plan and the purpose of this ordinance;*
The IDP includes a section which documents basic consistency with economic, transportation, and environmental elements of Portland's Plan. The IDP refers to the goals from Portland's Plan that support institutional growth and "orderly expansion." The IDP also notes that the intersection of St. John and Congress Streets is identified as a priority growth node in Portland's Plan.

With respect to the purpose of the IOZ ordinance, the IDP generally reflects proactive planning and addresses long-term needs and impacts, attempts to integrate future institutional growth and change with the surrounding context, supports ongoing public engagement and improved community relations, and reflects municipal policy objectives.

4. *Demonstrate how the property ownership, proposed growth, and requested Regulatory Framework relate to the institution's mission;*
The IDP states that MMC's mission is to improve the health of its communities through direct clinical care, medical education, and research. MMC identifies existing needs addressed by the proposed short- and long-term projects in the IDP, all of which are directly related to improving patient care and thus serving the first core element of the hospital's mission.
5. *Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands;*
MMC's IDP includes a summary of the existing transportation system servicing the campus, including the vehicular, pedestrian, transit, and bicycle networks. The IDP also includes an examination of future transportation needs, particularly with respect to parking. These analyses conclude that the hospital experiences an existing parking shortfall, and that, with the addition of a total of 385 additional employees, patients, and visitors by 2026, this shortfall will only widen.

In order to address the transportation needs of these new employees, patients, and visitors, as well as the needs of their existing population, MMC's IDP includes an access and circulation plan that focuses largely on several discrete short-term physical changes: moving the patient drop-off to a new hospital building on Congress Street, adding 225 structured parking spaces for patients and visitors on top of the existing patient/visitor garage on Congress Street, and moving existing employee parking to a new 2,200 space parking structure on St. John Street. The final plan also includes conceptual locations of future

pedestrian connections between the St. John Street garage and the hospital complex and states that both a right-of-way plan and an assessment of transit stops will be completed under site plan review.

In addition, MMC has included several programmatic elements in its transportation approach designed to address transportation needs through transportation demand management (TDM). Among these, MMC's IDP indicates that the hospital will hire a TDM coordinator, increase marketing and education regarding TDM, conduct more consistent and rigorous data collection regarding employee mode choice, participate in regional TDM partnerships, fully subsidize transit ridership for employees, and enhance rideshare matching. MMC commits to a 1.5% mode shift target within 5 years of plan approval and annual TDM monitoring.

The Preliminary Traffic Assessment submitted with the IDP projects changes in traffic volumes associated with both the short- and long-term development plans. This assessment anticipates that volumes during the AM and PM peak hours at Congress and St. John Streets will increase by up to 58% and that volumes on Congress and Valley Streets will increase by up to 2% over the long-term planning horizon. However, it anticipates that these two intersections will continue to operate at acceptable levels of service during the hospital's peak hour. Congestion is projected at the entrance to the proposed garage at 222 St. John.

It should be noted that a more extensive traffic analysis will be required at the time of site plan review. Additional geographic scope, data collection, trip generation analysis, garage ingress and egress analysis, and traffic model calibration will likely be required. Off-site traffic mitigation, such as roadway and intersection improvements, traffic signal modification, traffic calming, and/or pedestrian, transit, and bicycle accommodations, may also be required.

6. *Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.*

MMC's final IDP identifies "significant" natural resources in the immediate vicinity of the IOZ, including the Western Promenade and several "natural" areas on MMC property at Bramhall and Gilman Streets. The IDP states that the emphasis on vertical expansion allows the hospital to avoid "encroach[ing] upon or negatively impact[ing]" these natural resources. The Environmental Protection and Operations Plan identifies the Western Promenade as a protected public open space and notes that MMC's existing open spaces will remain.

The IDP also identifies existing historic sites in proximity to the IOZ, including the Western Promenade, the West End Historic District, and the Maine Central Railroad Building. The IDP pays particular attention to the Western Promenade, and includes references to the defining characteristics from the original historic landmark designation report. The design element of the plan notes that MMC will "work to mitigate potential impacts" to the Western Promenade as well as other historic landmarks.

It should be noted that the IDP's Transportation Plan identifies a potential future walking route through the Western Promenade and that the proposed garage at 222 St. John Street will impact views from the Western Promenade to the west. MMC presented photosimulations which reflect these view impacts at the Planning Board hearing. The Board noted that the height and design of the proposed garage will need further detailed consideration at the site plan review stage.

7. *Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated;*

The IDP identifies a number of ways that the hospital is working towards environmental sustainability in broad terms. The plan describes the hospital's existing efforts in terms of energy efficiency, waste management, landscaping, and snow removal.

The IDP also speaks to noise impacts, highlighting the plan to relocate the existing helipad from the employee garage to the East Tower. The IDP includes language directly from the existing CZA regarding the helipad review process, and states that the plan “aims to minimize noise and disturbance for the benefit of its neighbors and patients.” The IDP notes that approaches to noise impacts will be addressed under future site plan review.

8. *Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated;*
The IDP includes an assessment of stormwater and sanitary flows, which notes that recent development at MMC has focused on separating stormwater runoff within the campus and directing it to municipal separated storm drainage infrastructure in A Street and Gilman Street where feasible. However, significant portions of the hospital campus continue to discharge to the combined sewer system in Congress, Wescott, Charles, Bramhall, and Brackett Streets. The assessment notes that much of the development anticipated in the short- and long-term development plans will not significantly increase impervious surface area, and thus stormwater flows from the campus. However, sewer discharges are anticipated to increase as a result of the short- and long-term expansion, particularly with the construction of the East Tower addition and the Congress Street hospital building.

The Department of Public Works has identified potential capacity problems associated with the city’s combined sewers in this area, particularly during rainfall conditions. As a result, any sewer flow increase may impact the city’s ability to handle stormwater flows, even if stormwater volumes do not increase as a result of the expansion. MMC has noted these capacity issues in their IDP, and that these will need to be addressed under future site plan review. This review is likely to require MMC to further examine stormwater and sewer infrastructure at a campus-wide scale and incorporate measures to detain and/or direct stormwater to nearby separated systems.

Similarly, the city’s Fire Prevention Bureau has identified that there may also be capacity issues in the water system, and that pressure for fire service will need to be confirmed under site plan review. The IDP identifies this issue.

The IDP includes future energy demand projections and notes that MMC will work with CMP to confirm capacity to serve under future site plan review.

9. *Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric;*
The design element of the IDP presents an explanation of the basic approach to design, the approach to neighborhood integration, and a set of design guidelines. The design element cites “improving the interface between campus and community” as an objective of the IDP, and establishes several mechanisms designed to address this. In an effort to create a consistent scale on either side of the IOZ boundary, for example, the IDP includes transitional zones at residential edges which limit height and in some cases setbacks to those of the adjacent zone. The IDP’s design guidelines, similarly, at a general level, state that buildings within the IOZ should be designed to “relate to and be compatible with” the existing or planned character of neighboring buildings. The guidelines also promote the activation of ground floors and limit blank facades, and a street activation diagram has been added to the plan.

As noted above, the proposed garage at 222 St. John Street will be visible from the Western Promenade and will impact views from this area. The project has the potential to be the largest building in the city and mitigation of its impacts could be partially addressed through design, including consideration of the appropriate height, length of building, and long views. Additional language was added, at staff request, to address concerns regarding the scale and design of the proposed garage. As noted above, MMC shared photosimulations of the garage from the Western Promenade at the Planning Board hearing.

10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local amenities;

In the final IDP, MMC has included both text and graphics that support a varied approach to design based on three street typologies found within the IOZ. The guidelines broadly support the concept of vibrant, street-oriented uses that relate to their immediate context. At a finer-grained level, the IDP's design guidelines stress the activation of major streets such as Congress Street and St. John Street, both in terms of urban design and use. For example, the final IDP establishes design guidelines for Congress Street and portions of St. John Street that support dense development that creates a continuous street wall and activates the street through both programmatic choices and design features, such as entrances, lobbies, and visual transparency.

On local residential streets, in contrast, the final IDP promotes guidelines reflective of the residential context, stressing building orientation to the street, scale, and building placement, rather than street activation. Mixed-uses, including residential and commercial, are expressly permitted within the proposed IOZ, and the city's housing replacement ordinance is also explicitly reinforced.

11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure;

The final IDP broadly considers future off-site improvements at a conceptual level. For instance, the plan identifies pedestrian linkages between the proposed employee parking garage and the new hospital building and commits to participation in regional TDM initiatives. At a broader level, the IDP acknowledges that, under future site plan review, improvements to infrastructure may be required.

12. Conform with Portland's Historic Preservation Ordinance standards for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. When proposed adjacent to or within one hundred (100) feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity; and

As noted above, the final IDP identifies historic landmarks, landscapes, and districts proximate to the IOZ boundary, including the Western Promenade and the Maine Central Railroad General Office Building on St. John Street. The IDP notes that Historic Preservation will be involved in the review of short- and long-term projects within 100 feet of these historic resources.

13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

The final IDP includes a neighborhood engagement strategy developed over the course of several months and with the input of neighbors and neighborhood organizations. The strategy includes ongoing engagement through a committee consisting of neighborhood association leadership, city staff, the district councilor, and staff from MMC. This committee would develop a charter to guide its work with reporting to the city at regular intervals. The strategy also includes a series of principles to guide construction-related community engagement around noise, public safety and access, traffic and parking, air quality, and geotechnical impacts.

ORDER 021

ORDER AUTHORIZING AMENDMENT TO CITY CODE
SECTION 14-49 (ZONING MAP AMENDMENT) AND
CONTRACT FOR REZONING FOR OFFICE BUILDING AND
PARKING GARAGE AT 883-903 CONGRESS STREET -
SPONSORED BY THE PLANNING BOARD, CYRUS HAGGE,
CHAIR.

IN THE CITY COUNCIL

JUNE 16, 1997

Attest:


Nadeen M. Daniels, City Clerk

Yeas

Nays

June 16, 1997: This Order received a first reading.

July 7, 1997: Motion made by Councilor Leeman to accept this
Order; seconded by Councilor Rickett. Roll call vote, passed 6-
2 (Councilors Geraghty and Kane).

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City of Portland, Maine

IN THE CITY COUNCIL

Order 21
Tab 17 6-16-97

**ORDER AUTHORIZING AMENDMENT TO CITY CODE
§14-49 (ZONING MAP AMENDMENT)
AND CONTRACT FOR REZONING FOR OFFICE BUILDING
AND PARKING GARAGE AT 883-903 CONGRESS STREET**

ORDERED, that the Zoning Map of the City of Portland, dated March 1958, as amended, on file in the Department of Planning & Urban Development and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, is hereby amended as shown on Attachment 1 of Attachment A hereto to allow an office building and parking garage at 883-903 Congress Street;

BE IT FURTHER ORDERED, that the amendment of the City's Zoning Map is conditioned upon execution of the contract for rezoning attached to this Order as Attachment A;

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the contract attached hereto as Attachment A.

883CONG.REZ
06.11.97

SITE DEVELOPMENT

<u>DATE</u>	<u>BUILDING SQ. FOOTAGE</u>	<u>IMPERVIOUS SURFACE RATIO</u>
Workshop I	26,760 SF	70%
Workshop II	22,800 SF (85%)	60.8%
Workshop III	19,800 SF (75%)	58.7%
Workshop IV	16,800 SF (63%)	58.3%
I~L Allowable		65%

DRAINAGE

The reduced scope has allowed for site runoff in a more environmentally friendly manner. Roof drainage will be guttered and run underground to city storm sewer located beneath Rand Road. Parking Lot sheet run off will be contained by level spreader landscape depressions which provide a natural filtration system for any minor contaminants deposited in parking and circulation areas. Any overflows will be directed to existing drainage courses along Rand Road and the railroad tracks.

SITE LIGHTING

We will employ cut off wall packs exclusively, no pole mounted lighting will be used. Special wall packs will be provided at the rear of Building A to minimize light spillage onto adjacent residential neighbors.

LANDSCAPING

This revised proposal will Allow many of the existing apple, maple, and willow trees to remain. Mr. Holmes already holds 50 certificates for 6' White Pines which he intends to stagger along the residential periphery to create a dense screen. When these trees reach approximately 12' the center growth will be topped to ensure a dense screen. Further, residential neighbors along the North and East sides will have 245 LF of 6' high Cedar stockade fence to create an immediate screen. Keep in mind the eve height of these buildings at 14'-0" and you can imaging a project which virtually disappears from the residential point of view.

CIRCULATION

The reduced space has allowed semi tractor trailer access to the front of each proposed unit. The 25' entrance drive has been repositioned to allow for a 50' turning radius from Rand Road. The new layout has no overlap and therefore clear circulation for vehicles. Light trucks, and plowing. We have located screened dumpsters for ease of access.

SETBACKS

We have repositioned the building eliminating front yard encroachments. Further with the cooperation of The Portland Water District we have eliminated the rear yard encroachment by the Church. The side yard and rear yard setbacks closest to the residential abutters have been respected with the

exception of a reduction at the tail end of Webb Street and a small area at the Rail Road Tracks.

CENTRAL SITE DEVELOPMENT

Mr. Holmes is convinced that the Rand Road interchange with the Maine Turnpike forming Exit 8A will become a reality in the next 5-10 years due to increased activity at Exit 8. Currently at 4 p.m. traffic is backed up to Home Depot. A zone change to a restricted I-L contract zone will create new jobs, add to the tax base and act as a buffer for the existing residential neighborhood.

The careful placement of staggered white pines in front of the 6' cedar stockade fence and the existing apple, maple, and willow trees will soften the impact of this project on the residential neighbors. Further the project will buffer the residential neighbors from semi truck brake and pounding noises when crossing the RR tracks.

A development of this nature will maintain existing property values from the abutters while buffering them from the industrial park. The revised layout faces onto Rand Road with no Webb street access now or in the future. All in all this project is the best possible solution for this sensitive transitional site..

Sincerely,
PORT CITY ARCHITECTURE, PA



Andrew C. Hyland, R.A.
Principal

AH/js

encl. Site Plan J-1

CITY OF PORTLAND, MAINE
CITY COUNCIL AGENDA REQUEST FORM

TO: Nadeen Daniels, City Clerk/Assistant City Manager
Elizabeth Boynton, Associate Corporation Counsel

FROM: Joseph E. Gray, Jr., Director of Planning and Urban Development

DATE: May 30, 1997

SUBJECT: City Council Agenda Request

- 1) Council Meeting at which action is requested: June 16th (first reading); July 7th (final action)
- 2) Can action be taken at a later date? X YES NO

I. SUMMARY OF ISSUE

The Planning Board is forwarding a recommendation to the City Council to approve a contract zone for Maine Medical Center to accommodate a 50,000 sq. ft. office building and 430 space parking garage in the vicinity of 883-903 Congress Street.

II. REASON FOR SUBMISSION (What issue/problem will this address?)

The Maine Medical Center development proposal does not meet all of the R-6 zoning requirements for the project site.

III. INTENDED RESULT (How does it resolve the issue/problem?)

The intended result of this process is to enact a contract zone recommended by the Planning Board which will address the zoning issues of the Maine Medical Center proposal.

IV. FINANCIAL IMPACT

Condition #12 of the contract addresses property tax concerns by requiring a payment in lieu of taxes if portions of the building become tax exempt.

V. STAFF ANALYSIS & RECOMMENDATION

See attached Planning Board report.

MMCCONGRESSREZ.CONPB.FIN
06.11.97

**AGREEMENT BETWEEN
CITY OF PORTLAND
AND
MAINE MEDICAL CENTER**

AGREEMENT made this day of , 1997 by and between the **CITY OF PORTLAND**, a body corporate and politic, located in Cumberland County and State of Maine (hereinafter the "**CITY**") and **MAINE MEDICAL CENTER**, a Maine Corporation (hereinafter "**MAINE MEDICAL**").

W I T N E S S E T H:

WHEREAS, **MAINE MEDICAL** did request a rezoning of property located at 883-903 Congress Street, in Portland, in order to permit the establishment and operation of professional office space, clinics and parking; and

WHEREAS, the Planning Board of the City of Portland, pursuant to 30-A M.R.S.A. §4352(8), and after notice and hearing and due deliberation thereon, recommended the rezoning of the property as aforesaid, subject, however, to certain conditions; and

WHEREAS, the **CITY** by and through its City Council has determined that said rezoning would be pursuant to and consistent with the **CITY'S** comprehensive land use plan and consistent with the existing and permitted uses within the original zone; and

WHEREAS, the **CITY** has determined that because of the unusual nature of the proposed development it is necessary or appropriate

to impose by agreement the following conditions or restrictions in order to insure that the rezoning is consistent with the **CITY's** comprehensive land use plan; and

WHEREAS, the **CITY** authorized the execution of this Agreement on , 1997;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CITY** shall amend the Zoning Map of the City of Portland, dated March 1958, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49 of the Portland City Code, by adopting the map change amendment shown on Attachment 1.
2. The property shall be developed substantially in accordance with the conceptual site plan and elevations shown on Attachment 2; provided, however, that such plan and elevations shall be subject to full site plan review by the Planning Board and approval of this Agreement shall not imply any approval of any element that must be reviewed pursuant to §14-526 of the Portland City Code.
3. **MAINE MEDICAL** shall be authorized to establish and maintain general, business and professional offices, as defined in section 14-47 of the Portland City Code, for use by **MAINE MEDICAL** and related medical professionals, clinics, as defined in the same section of the Code, and parking on the site.
4. Setbacks shall be as delineated on Attachment 2, but shall in no event exceed ten (10) feet for the front yard and shall not be less than seven (7) feet for the rear yard. The westerly side yard shall be at least ten (10) feet, except the ventilation shaft and the exterior stair tower. The easterly side yard shall be at least fifteen (15) feet, except the ventilation shaft and the exterior stair tower.
5. The maximum height of any structure on the site shall not exceed seventy-two (72) feet.

6. The lease for the proposed skywalk shall be approved by the Portland City Council and the Maine Department of Transportation.
7. **MAINE MEDICAL** shall replace all curb and sidewalks abutting the site on Congress Street, Forest Street, and Boynton Street, as required by the Public Works Department.
8. Signage on the site shall comply with the requirements of the B-2 zone, as set forth in Division 22 of Chapter 14 of the Portland City Code.
9. Development on the site shall comply with the requirements of sections 14-186 and 14-187 of the Portland City Code.
10. **MAINE MEDICAL** shall submit a parking management plan for all of its parking facilities for review and approval by the Planning Board as part of the site plan review of this project.
11. **MAINE MEDICAL** shall provide a landscaped/open space area between the parking garage and Boynton Street. This area shall be reviewed as part of the site plan approval process.
12. In the event that any portion of the premises becomes subject to taxation under the decision in City of Lewiston v. Marcotte Congregate Housing, Inc., 673 A.2d 209 (Me. 1996), or any successor legislation, then **MAINE MEDICAL** or any successors in interest shall be liable for a payment in lieu of taxes if such portion later becomes exempt from taxation. The payment in lieu of taxes shall be in the amount of the taxes that would be assessed in the absence of such exemption.

The above stated restrictions, provisions and conditions are an essential part of the rezoning, shall run with the subject premises, shall bind **MAINE MEDICAL**, its successors and assigns, as permitted by this Agreement, of said property or any part thereof or interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit

of and be enforceable by the CITY, by and through its duly authorized representatives.

If any of the restrictions, provisions, conditions, or portions thereof set forth herein is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the use and occupancy of the subject premises shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.

In the event that MAINE MEDICAL or any successor fail to continue to utilize the property in accordance with this Agreement, or in the event of a breach of any condition(s) set forth in this Agreement, the Planning Board shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to operate. The resolution may include a recommendation to the City Council that the site be rezoned to R-6 or any successor zone and that this Agreement be terminated, requiring a cessation of the general, business and professional offices, clinics and parking uses permitted under this terms of this Agreement.

WITNESS:

CITY OF PORTLAND

By _____
Robert B. Ganley
Its City Manager

WITNESS:

MAINE MEDICAL CENTER

By: _____

Its:

STATE OF MAINE
CUMBERLAND, ss.

, 1997

Personally appeared the above-named Robert B. Ganley, in his capacity as City Manager, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the City of Portland.

Before me,

Notary Public/Attorney at Law

STATE OF MAINE
CUMBERLAND, ss.

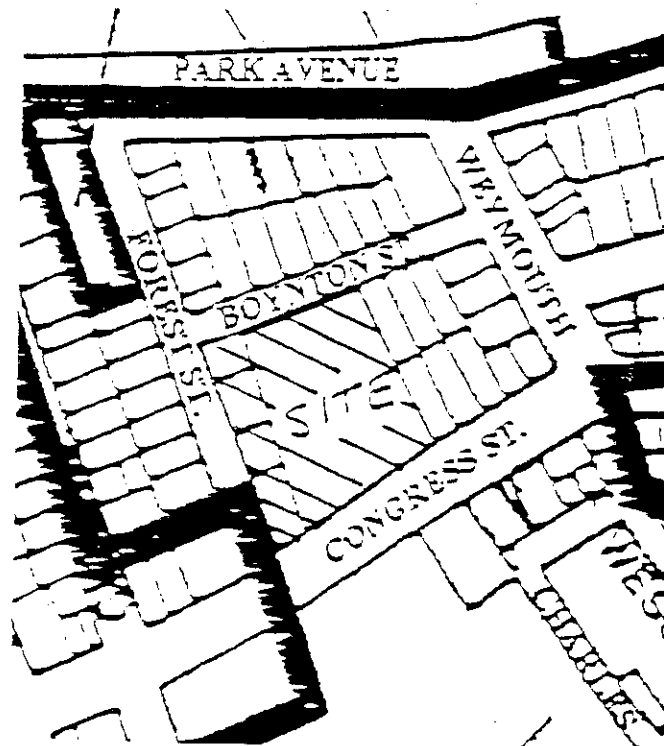
, 1997

Personally appeared the above-named _____, in his/her capacity as _____ of Maine Medical Center and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of Maine Medical Center.

Before me,

Notary Public/Attorney at Law

SITE OF PROPOSED CONTRACT ZONE



Order 172-04/05

Given 1st reading: 2/23/05 Postponed on 3/7/05

Public Hearing & postponed on 4/4/05

Amended & Passage: 4/25/05 9-0

JILL C. DUSON (MAYOR)(A/L)
PETER O'DONNELL (A/L)
JAMES F. CLOUTIER(A/L)
NICHOLAS M. MAVODONES (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

WILLIAM R. GORHAM (1)
KAREN A. GERAGHTY (2)
DONNA J. CARR (3)
CHERYL A. LEEMAN (4)
JAMES I. COHEN (5)

**AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING MAP AMENDMENT)
RE: CONDITIONAL REZONING FOR PROPERTY
IN VICINITY OF WESTERN PROMENADE/ MAINE MEDICAL CENTER**

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below:

**CONDITIONAL ZONE AGREEMENT
MAINE MEDICAL CENTER**

AGREEMENT made this ____ day of _____, 2005, by **MAINE MEDICAL CENTER**, a Maine corporation with a principal place of business located in the City of Portland, County of Cumberland and State of Maine, its successors and assigns ("MMC").

WITNESSETH:

WHEREAS, MMC is the owner of land and buildings located in Portland at Map 53, Block D, Lots 1, 2 and 7; Map 53, Block E, Lots 1, 2, 10 and 13; Map 53, Block G, Lots 1 and 13; Map 54, Block H, Lot 1; and Map 64, Block C, Lots 1 and 2; and Map 55, Block B, Lot 13 (the "**PROPERTY**"); and

WHEREAS, MMC is the largest provider of obstetrical services in Maine and provides the only statewide fulltime maternal fetal medicine service serving women and newborns at high risk and MMC has the only Level III neonatal intensive care unit in Maine; and

WHEREAS, in order to respond to the changing professional and clinical standards for the care of sick infants within the neonatal intensive care unit and to meet the spatial requirements of today's routine and high risk obstetrical and newborn care, MMC must build an addition comprised of 192,000 square feet (the "Charles Street Addition"); and

WHEREAS, MMC proposes to construct the Charles Street Addition by expanding vertically, on the site of an existing medical building bounded generally by Charles Street, Wescott Street, Ellsworth Street and Crescent Street; and

WHEREAS, in order to avoid a substantial expansion of the footprint of the buildings at MMC and, instead, to construct the Charles Street Addition by vertical expansion, it is necessary to modify the otherwise applicable height requirement in the R-6 Zone; and

WHEREAS, in order to accommodate the needs of the Charles Street Addition and to improve parking and traffic circulation on the MMC campus, MMC proposes to construct a new 512 car capacity parking garage along Congress Street (the "New Parking Garage"); and

WHEREAS, in order to achieve the requisite parking capacity within the available space, MMC needs to build the New Parking Garage at a height taller than the currently applicable height limit in the R-6 Zone and also to locate the New Parking Garage closer to Congress Street than the currently applicable setback requirement in the R-6 zone; and

WHEREAS, in order reduce transport time for critical patients coming to MMC's emergency department, MMC proposes to construct a helicopter landing pad on top of the

existing parking garage which fronts on Congress Street (the "Helicopter Landing Pad" also occasionally referred to as "Heliport or Helistop"); and

WHEREAS, in order to replace currently fragmented heating and cooling systems throughout its campus, MMC intends to construct a central utility plant, built into the hillside between the hospital and Gilman Street (the "Central Utility Plant"); and

WHEREAS, the Central Utility Plant will be built at a proposed height of 45 feet but is also designed to accommodate a future vertical expansion of two additional floors, with a maximum future height of 70 feet; and

WHEREAS, MMC currently has operating rooms, intensive care beds, and adult and pediatric beds in an existing building constructed in 1985 (expanded in 1998) and referred to as the "L. L. Bean Wing;" and

WHEREAS, MMC has no current construction plans for the L. L. Bean Wing, but anticipates that the L. L. Bean Wing will need to be expanded vertically at some time within the next decade; and

WHEREAS, the L. L. Bean Wing was designed structurally to accommodate such vertical expansion by an additional two stories; and

WHEREAS, MMC desires to provide for such eventual vertical expansion within this Agreement and additional vertical expansions, except as noted below, are not included within the scope of this Contract and will be subject to negotiation and approval in the future, when presented; and

WHEREAS, by expanding vertically for the Charles Street Addition rather than horizontally, MMC will need to remove only two residential buildings, and will do so in full

compliance with the housing replacement requirements of section 14-483 of the Portland Code of Ordinances; and

WHEREAS, in addition to such required replacement, **MMC** will divest itself of ownership of nine other buildings (two on Crescent Street, two on Ellsworth Street, one on Hill Street and four on Bramhall Street), enabling others to return them to residential use; and

WHEREAS, **MMC** has requested a rezoning of the **PROPERTY** in order to permit the above-described improvements; and

WHEREAS, the **CITY** by and through its Planning Board, pursuant to 30-A M.R.S.A. §4352(8) and Portland City Code §14-60, *et seq.*, and §14-315.3, after notice and hearing and due deliberation thereon, recommended the rezoning of the **PROPERTY** as aforesaid, subject, however, to certain conditions more specifically set forth below; and

WHEREAS, the **CITY** has determined that because of the unique circumstances of the location of an urban medical center campus in close proximity to historic and densely populated neighborhoods within the R-6 Zone, and in order to balance the interests of **MMC** and its residential neighbors, it is necessary and appropriate to impose the following conditions and restrictions in order to ensure that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, on April 25, 2005, the **CITY** authorized the amendment to its Zoning Map based upon the terms and conditions contained within this Agreement, which terms and conditions become part of the zoning requirements for the **PROPERTY**;

NOW THEREFORE, in consideration of the rezoning, **MMC** covenants and agrees as follows:

1. **MMC** will restrict any further expansion of its uses¹ in the Western Prom/ Parkside/ Gilman Street neighborhoods to the property specifically included in the following defined Campus²:

- (a) The main campus, bounded by the north side of Bramhall Street, the western side of Wescott Street, a portion of the northern side of Crescent Street terminating with the proposed end of the new garage, and the south side of Congress Street between the existing and proposed new garage, and the eastern side of Gilman Street;

- (b) The existing medical office building located on Congress Street across from the main campus;

- (c) The Vaughn Street parking lot and McGeachey Hall;

- (d) The existing West Street Medical Office Building located behind the row houses at the eastern end of West Street (CBL 55-B-13);

- (e) The block bounded on Congress Street, Gilman Street, Valley Street and A Street.

2. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A: Helistop Overlay Zone Map

Exhibit B: Site Plan

1. Sheet C050: Campus Plan, Revision date: 9/16/04
2. Sheet C100: Site Plan, Revision date: 9/16/04
3. Sheet C101: Site Plan, Revision date: 9/16/04
4. Sheet C102: Site Plan, Revision date: 9/16/04
5. Sheet C103: Site Plan, Revision date: 9/16/04
6. Sheet C400: Landscape Plan, Revision date: 9/16/04
7. Sheet C401: Landscape Plan, Revision date: 9/16/04
8. Sheet C402: Landscape Plan, Revision date: 9/16/04

¹ "Future expansion of its uses" shall mean new construction of building(s) and or conversion of existing uses (including residential uses) into hospital related uses and the like. It shall not mean the occupancy of an existing building which contains a legally conforming medical related use.

² This provision shall not prohibit **MMC** from expanding or building in other areas of the City if permitted by zoning.

9. Sheet C403: Landscape Plan, Revision date: 9/16/04
10. Landscape Plan at Existing Garage, See sheets 401 & 402
11. Pedestrian Connection to Congress Street, 4/14/04
12. Parking Garage Rendered Elevation, North, (Option 1; Exhibit B, p.12, April 25,2005)
13. Parking Garage Rendered Elevation, (Option I, Exhibit B, p. 12, perspective; April 25, 2005)
14. Parking Garage Rendered Elevation, South, 1/27/05
15. Central Utility Plant Rendered Elevation, 1/27/05
16. Charles Street Addition Rendered Elevation, South 1/27/05
17. Charles Street Addition Rendered Elevation, East 1/27/05
18. Charles Street Addition Rendered Elevation, North 1/27/05
19. Charles Street Material Board 1/27/05
20. Street Vacation/Acceptance and Land Transfer Plan (Sheet 1)
21. Street Vacation/Acceptance and Land Transfer Plan (Sheet 1)
22. Concrete Sidewalk Plan

Exhibit D: Miller Memo 01/06/05 and MMC Helipad Flight Paths, Harris Miller Miller & Hanson Inc., 9/16/04

Exhibit E: Helipad Operating Guidelines (2 pages); source, Lifeflight of Maine

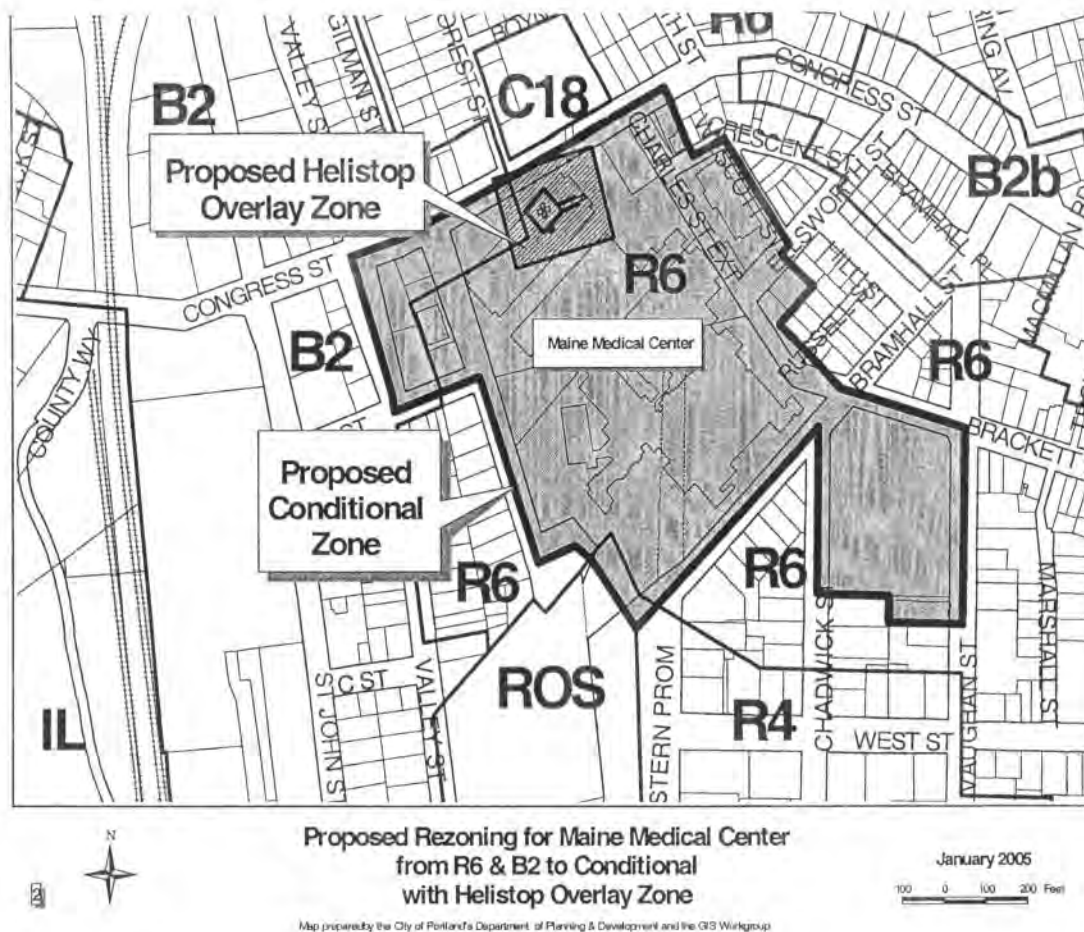
Exhibit F: Helipad Plans

1. Heliport Plan, 1/27/05
2. Heliport Elevation, 1/27/05
3. Heliport Perspective, 1/27/05

Exhibit G: Vaughan Street Parking Lot Landscaping Plan

1. Landscape Plan, 7/8/04
2. Wall Treatment
3. Fence Detail
4. Landscape Section

3. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by Portland City Code §14-49, by adopting the map change amendment below, which map change includes a Helistop Overlay Zone as more particularly depicted on Exhibit A.



4. The **PROPERTY** and site improvements shall be developed and operated substantially in accordance with the site plan shown on Exhibit B (the "Site Plan"), which Site Plan includes but is not limited to street layouts, landscaping, and building elevation drawings for initial construction, subject to the approval of the Site Plan by the City's Planning Board in compliance with the requirements of Chapter 14, Article V. The architectural treatment of the façade of the New Parking Garage may be revised during site plan review and shall meet the site plan standards of 14-526(16). Minor revisions to the Site Plan in the nature of field adjustments may be approved by the Planning Authority, without the need for amendment of this Agreement or further approval by the City Council.

5. No building permits shall be issued unless and until **MMC** receives conditional use approval pursuant to section 14-474 (Expansion of Institutional Use) and section 14-483 (Housing Replacement), site plan approval pursuant to section 14-483(e) of the City Code, approval under the Site Location of Development Act and an MDOT traffic movement permit, if required. No occupancy of the newly constructed buildings shall be permitted unless and until all site plan conditions of approval have been satisfied and the City Council has taken final action on the street discontinuances and street acceptances required for the realignment of certain streets, as shown on the Site Plan (Exhibit B).

6. **MMC** shall provide to the **CITY** a performance guarantee covering all required site improvements under section 14-525(j) of the City Code and the two replacement dwelling units provided under paragraph 6(d) of this Agreement.

7. The **PROPERTY** shall be governed by the zoning provisions, as such may be amended from time to time, applicable in the zoning districts underlying the Conditional Zone except as follows:

(a) Height Limits. The maximum structure height (measured according to the definition of "building, height of" in section 14-47) shall be:

- 95 feet for the Charles Street Addition, as depicted on the Site Plan
- 70 feet for the New Parking Garage, as depicted on the Site Plan
- 45 feet for the Central Utility Plant, as depicted on the Site Plan
- 111 feet for the L. L. Bean Wing, as already constructed.

(a) Setbacks.

- The minimum setback of the New Parking Garage shall be zero (0) feet from the right of way line of Congress Street.
- The minimum setback of the southeast corner of the Charles Street Addition shall be five (5) feet from the relocated right of way line of Ellsworth Street, as depicted on Exhibit B.
- The minimum setback of the Central Utility Plant shall be five (5) feet from Gilman Street.

(d) Replacement Housing. The replacement of the two existing residential structures at 33 Crescent Street (identified as Map 53, Block E, Lot 2) and 37 Crescent Street (identified as Map 53, Block E, Lots 1, 10 and 13) containing a total of seven dwelling units and two single-room occupancies by a portion of the New Parking Garage shall be deemed to meet the requirements of section 14-137(c), provided that **MMC** shall comply fully with the requirements of section 14-483 (Preservation and Replacement of Housing Units). Specifically, **MMC** shall comply with section 14-483 by (i) converting the building at 325-329 Brackett Street identified as Map 54, Block D, Lot 7 (the last approved use of which was office space) into two dwelling units prior to the issuance of a certificate of occupancy for the New Parking Garage and then divesting itself of ownership of the building prior to the issuance of a certificate of occupancy for the Charles Street Addition and (ii) paying Three Hundred Fifteen Thousand Five Hundred Eighty dollars (\$315,580.00) into the **CITY**'s Housing Development Fund (representing five dwelling units and two single-room occupancies) upon

approval of the Site Plan by the **CITY**'s Planning Board. The deadline for divestiture may be extended by the Planning Authority if **MMC** demonstrates that reasonable good faith efforts to market the property instituted at least 6 months prior to the deadline have failed to produce a bona fide offer at or above fair market value and on commercially reasonable terms.

(e) Sidewalks. **MMC** shall comply with the **CITY**'s Brick District Policy Plan, except that, at the time of final site plan review, the Planning Board may approve the use of concrete sidewalk materials, as shown on Exhibit B 22, because of the particular needs or requirements of the hospital use.

(f) Street level uses in garage. The street level of the new parking garage may be used for any use allowed in the B-2 zone.

8. The Helicopter Landing Pad shall not be subject to the provisions of section 14-409 (Heliports), but shall be governed by the provisions of the Helistop Overlay Zone, sections 14-325 through 14-327), except as follows:

(a) Setbacks. Because it is to be located on the roof of an existing structure, the landing pad shall not be required to meet the setback requirements of Section 14-327(3) or the fencing requirements of Section 14-327(4).

(b) Flight routes. **MMC** shall identify preferred flight routes, to be approved by the **CITY**, designed to minimize noise impact of helicopter flights on surrounding residential areas, shall notify all flight providers likely to use the Helicopter Landing Pad of such preferred routes, and shall take the following measures to ensure that such preferred routes are utilized whenever weather conditions, safety considerations and the best interests of the patient being transported permit, with the expectation that this will be the usual case. **MMC** will instruct all providers which regularly use the Helicopter Landing Pad that pilots must file an exception report with the Air Medical Provider Administration of Lifeflight of Maine or its successor entity for operations modified for safety considerations or at the direct request of Approach Control at the Portland International Jetport. Logs of these exception reports will be made available to **MMC** and to the **CITY** every six months. When and if the Portland Jetport has the capacity to maintain and preserve data which specifically identifies flight routes actually taken by aircraft using the Helicopter Landing Pad, the **CITY** shall consult such data to review compliance with this paragraph, and **MMC**, upon request of the **CITY**, will be responsible for the **CITY**'s reasonable costs of translating such data into useable form, but not for the costs of the flight monitoring. Initially, such preferred flight routes shall be as shown on the map attached to this Agreement as Exhibit D. At the initiative of either the **CITY** or **MMC**, the map of preferred flight routes may be amended from time to time by agreement between **MMC** and the City Council. The City Council shall consult with the Portland International Jetport and shall convene a neighborhood meeting to obtain input from residents of any affected residential areas before agreeing to any such amendment. An agreement between the parties to change preferred flight routes under this paragraph shall include noise mitigation measures in addition to those described in paragraph 7(g) below provided the noise mitigation measures are recommended by

an independent noise consultant. In addition, after one full year of operation of the Helicopter Landing Pad (measured from the date of the first patient transport flight to use the Helicopter Landing Pad), the City Council shall review the operation of the preferred flight routes and may initiate amendments to the map of preferred flight routes, following the procedures specified above. In connection with review or amendment of flight routes under this paragraph, the **CITY** may engage the services of an independent consultant and **MMC** will reimburse the **CITY** for its reasonable costs of obtaining such consulting services provided that the **CITY**, in advance of engaging the consultant, affords **MMC** an opportunity to comment on the scope of the consultant's engagement.

(c) Fly Neighborly. In negotiating any contract or agreement with any provider of emergency medical transport by helicopter, **MMC** will require the provider to operate in compliance with the "Fly Neighborly Guide" revised February 1993, (and any subsequent revisions) prepared by the Helicopter Association International Fly Neighborly Committee and published by the Helicopter Association International. **MMC** shall establish a complaint number and a protocol for handling complaints, which shall be publicized within the neighborhood, and the complaints will be reviewed no less than quarterly by the Maine Medical Center Neighborhood Council, noted below.

(d) Helipad operating guidelines. Helicopter landings on the Helipad are approved for emergency patient care only. Any use of the Helicopter Landing Pad for other than emergency patient care transport shall be deemed a violation of this Agreement and shall result in the termination of the Helicopter Overlay. The following standard practices will be incorporated as general policy for operations in and out of the Maine Medical Center Helipad and shall be communicated by **MMC** to providers. At all times, the Pilot in Command (PIC) will determine safety of operations as a first consideration. Under normal operating circumstances, take-offs, landings and standing-by on the Helicopter Landing Pad shall be conducted according to the Operating Guidelines, attached hereto as Exhibit E, subject at all times to the judgment of the helicopter pilot concerning safety and to the judgment of the emergency medical personnel concerning the health of the patient.

(e) Equipment. In generating any specifications in connection with the negotiation of any contract or agreement with any provider of emergency medical transport by helicopter, **MMC** will specify that helicopters utilizing the Helicopter Landing Pad (with the exception of U.S. military or government aircraft) are relatively new turbine powered aircraft meeting requirements under ICAO Annex 16 Chapter 8 for in-flight noise levels and complying with FAA airworthiness standards, 14 CFR part 36.11 and 14 CFR 21 Sub-part D, or any amended or successor requirements or standards.

(f) Design and construction. The Helicopter Landing Pad shall be constructed as shown on Exhibit A.

(g) Mitigation. **MMC** will pay for the installation costs associated with the full installation of soundproofing improvements contained within Exhibit D, except in lieu of central air conditioning **MMC** will also pay for the installation of ventilation improvements to one or more rooms within each such dwelling unit as reasonable and appropriate as determined by the

CITY. The **CITY** shall contract for such work and **MMC** shall be responsible for the costs associated therewith, plus a 10% administrative fee to be paid to the **CITY**. Before entering into any contract for such work, the **CITY** shall notify **MMC** and give **MMC** the opportunity to comment on the scope of the proposed work and the estimated cost thereof. The properties to be included under this provision are as follows: 879 Congress Street (Map 53, Block I, Lot 16), 921 Congress Street (Map 65, Block D, Lot 17), 925 Congress Street (Map 65, Block D, Lot 16) and 929 Congress Street (Map 65, Block, D, Lot 14). Such funds shall only be expended if the present owners of such buildings request such improvements no earlier than six months and no later than eighteen months after commencement of the operation of the Helicopter Landing Pad. For a period of five years from the date of this Agreement, any new owner of the aforementioned properties may request such improvements no later than eighteen months after purchase of said property(s).

(h) Accreditation. The principal provider of air medical transport to **MMC** shall be accredited by the Committee on Accreditation of Medical Transport Systems or its successor agency. Providers using the helicopter landing pad shall be accredited by the Committee on Accreditation of Medical Transport Systems or its successor agency, unless special circumstances warrant a non accredited provider such as the Air National Guard, the U.S. Coast Guard or other users.

9. Signage shall comply with the requirements of sections 14-336 through 14-372.5 of the City Code, except as otherwise approved by the Planning Board under Chapter 14, Article V.

10. For the purpose of keeping surrounding residential areas apprised of its future development plans, and to address any neighborhood issues related to the operations of the **MMC** campus (including but not limited to complaints or operating issues with respect to the helipad and future planning and development programs associated with **MMC**), **MMC** shall, no less than quarterly, and with two weeks written notice, invite representatives of the Maine Medical Center Neighborhood Council to meet with designated representatives of **MMC**. For purposes of this requirement, the Maine Medical Center Neighborhood Council shall consist of two representatives of the Parkside Neighborhood Association, , two representatives of the Western Prom Neighborhood Association, and two representatives of the Gilman/Valley Streets neighborhood. The neighborhood organizations shall designate the persons who shall serve on the Maine Medical Center Neighborhood Council. In the event there is no formal neighborhood organization, the City Council District Councilor shall designate the persons to serve on the Maine Medical Center Neighborhood Council.

11. **MMC**, prior to occupancy of the Charles Street Addition, shall relocate the sewer serving 31 Crescent Street, as depicted on the Site Plan (Exhibit B). In addition, **MMC** shall provide two off-street parking spaces for use by the tenants of 31 Crescent Street for so long as 31 Crescent Street serves as a residential structure.

12. **MMC** agrees that it will make the parking garage contemplated within this Agreement available for use by the public for snow ban purposes in a fashion similar to that

required in its Congress Street/Forest Street parking garage. In addition, **MMC** shall require all of its vendors, contractors and subcontractors to utilize a parking garage or other approved parking area/facility for vehicles and truck parking during construction.

13. **MMC** agrees to divest itself of ownership of the following existing structures owned by **MMC** according to the following schedule:

Prior to the issuance of a certificate of occupancy for the Charles Street Addition:

15 Crescent Street (Map 53, Block F, Lot 6)
25 Crescent Street (Map 53, Block E, Lot 5)
25 Ellsworth Street (Map 53, Block H, Lot 2)
32 Ellsworth Street (Map 54, Block C, Lot 5)
20 Hill Street (Map 54, Block C, Lot 1)

No later than January 1, 2010 or the issuance of a certificate of occupancy for any of the future expansions described in Section 6(b) above, whichever is earlier:

19 Bramhall Street (Map 63, Block A, Lot 4)
23 Bramhall Street (Map 63, Block A, Lot 3)
25 Bramhall Street (Map 63, Block A, Lot 2)
31 Bramhall Street (Map 63, Block A, Lot 1)

The deadline for divestiture of any of such property may be extended by the Planning Authority if **MMC** demonstrates that reasonable good faith efforts to market the property instituted at least 6 months prior to the deadline have failed to produce a bona fide offer at or above fair market value and on commercially reasonable terms.

14 **MMC** agrees that it will remove the existing building located at 261-269 Valley Street (formerly the "Eagles Club") within 12 months after the effective date of this Agreement and that the site of the removed building will be loamed and seeded unless and until otherwise developed pursuant to an approved site plan.

15 **MMC** shall provide landscaping of the area surrounding its Vaughn Street parking lot as shown on the landscaping plan attached hereto as Exhibit G and shall construct, maintain and continue to own the "pocket park" located at Ellsworth and Charles Streets as shown on the Site Plan (Exhibit B). The improvements to the Vaughn Street parking lot shall be completed within 12 months of the effective date of this Agreement.

16. **MMC** agrees to allow public pedestrian access between its campus and Congress Street through a new enclosed stairway to be constructed adjacent to the New Parking Garage, as depicted on Exhibit B.

17. **MMC** shall contribute \$800,000 to the **CITY** to use for public improvements in the general vicinity of Maine Medical Center.

18.. MMC agrees that it will encourage its employees and visitors to use alternatives to single-occupant automobiles when traveling to and from the **PROPERTY**. In its application under the Site Plan Ordinance, MMC agrees to include among its written statements an Alternative Transportation Plan. The Alternative Transportation Plan will propose strategies to reduce single-occupant automobile trips to the **PROPERTY**. Such strategies shall include, but not be limited to, subsidies and other incentives for employees and visitors to use local and regional mass transportation, share rides (carpools and vanpools), ride bicycles and walk. The Planning Board will include the Alternative Transportation Plan in its consideration of sections 14-526(a)(1) and (2) of the City Code. In addition, an analysis of effectiveness and functioning of the Alternative Transportation Plan shall be provided to the City Council's Transportation Committee on an annual basis.

20.. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the **PROPERTY**, shall bind and benefit MMC, its successors and assigns, and any party in possession or occupancy of the **PROPERTY** or any part thereof, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within 30 days of approval of this Agreement by the City Council, MMC shall record a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the book and page of the deeds to the property underlying said **PROPERTY**. Unless otherwise stated within this Agreement, this Agreement governs only the **PROPERTY** expressly covered by this Agreement and applies only within the boundaries of the rezoned area as shown on the map. Nothing in this Agreement shall have any effect on or be construed as having any bearing on the use or development of any other properties owned by MMC or its affiliates, all of which shall continue to be governed by the applicable provisions of the Portland Land Use Code, without regard to this Agreement.

21.. If any restriction, provision, condition, or portion thereof, set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination and shall not affect the validity of the remaining portions hereof.

22.. Except as expressly modified herein, the development, use, and occupancy of the **PROPERTY** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.

23.. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A MRS 4452) and **CITY** Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **PROPERTY** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, and in addition to any penalties authorized by law and imposed by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

24.. In the case of any issue related to the **PROPERTY** which is specifically addressed by this Agreement, neither **MMC** nor their successors may seek relief which might otherwise be available to them from Portland's Board of Appeals by means of a variance, practical difficulty variance, interpretation appeal, miscellaneous appeal or any other relief which the Board would have jurisdiction to grant, if the effect of such relief would be to alter the terms of this Agreement. In cases that fall outside of the above parameters (i.e., alleged violations of any provisions of Portland's Land Use Code, including, but not limited to, the Site Plan Ordinance, which were neither modified nor superceded by this Agreement), the enforcement provisions of the Land Use Code, including, but not limited to, the right to appeal orders of the Planning Authority, Building Authority and Zoning Administrator shall apply. Nothing herein, however, shall bar the issuance of stop work orders.

WITNESS

MAINE MEDICAL CENTER

By: _____

Its: _____

STATE OF MAINE
CUMBERLAND, ss.

Date: _____, 2005

Personally appeared before me the above-named _____, in his capacity as _____ of Maine Medical Center, and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of Maine Medical Center.

Before me,

Notary Public/Attorney at Law

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Helen Donaldson <hcd@portlandmaine.gov>

Fwd: MMC Expansion notes for the Planning Board meeting Tuesday night

Jean Fraser <jf@portlandmaine.gov>

Tue, Dec 6, 2016 at 12:45 PM

To: "Donaldson, Helen" <hcd@portlandmaine.gov>

for inclusion in the PB Memo on IOZ

----- Forwarded message -----

From: Zack Barowitz <zbarowitz@gmail.com>

Date: Mon, Dec 5, 2016 at 7:01 AM

Subject: MMC Expansion notes for the Planning Board meeting Tuesday night

To: jf@portlandmaine.gov

Cc: Tuck O'Brien <tuckobrien@me.com>, Damon Yakovleff <Damon.yakovleff@gmail.com>, Nikki Anderson <n.annetteanderson@gmail.com>, Norman Maze <nmaze@shalomhouseinc.org>, Emma Holder <pna@parksideneighborhood.org>, Anne Pringle <oldmayor@maine.rr.com>, Ian Jacob <iancasperjacob@gmail.com>

Jean,

Please review the following points for the Planning Board to consider in conjunction with the proposal to expand Maine Medical Center:

1. Implementation of the Libbytown traffic study, particularly the **restoration of two-way traffic on Congress Street between 295 and St. John Street**. Currently, the one-way streets are serving to divert through traffic into downtown. The current traffic alignment simply would not work. What's more, ambulances get stuck waiting for trains (this is a common enough occurrence that I was able to snap a picture--see attached). Thus, MMC needs to get on board with the traffic study recommendations for the expansion plan to work.

2. I wrote a column for the *Phoenix* outlining how the current agglomeration of Maine **Medical is blighting the surrounding streets and neighborhoods**. Were expansion to continue in the same manner the blight would undoubtedly spread and any economic development would have to be counter-balanced by decrease in value of abutting areas (e.g; tax revenue). You can find the article below or link to it [here](#). My suggestions:

- Improve the streetscape for pedestrians and develop vibrant commercial spaces (24-hour cafe, pharmacy, restaurant, beauty salon) on Congress Street around the new entrance.
- Set backs to create a human-scale feel
- Buildings overhanging sidewalks (like in the wild west, to provide protection from weather)
- Heated sidewalks (currently they salt the heck out of the area with is costly and environmentally destructive)

3. Convert the surface parking lot on Brackett/Vaughn be turned into housing .

I have copied members of adjacent neighborhood association on this message.

Thanks,
Zack

Sick Building: The Maine Medical Center's \$512,000,000 Expansion

Maine Medical Center dug through its couch cushions and came up with \$512 million to spend on an expansion of its Portland campus. Although the plan doesn't add any new beds, it does call for 128 new rooms — which the hospital must have in order to meet new demands of patient care and stay competitive in a growing industry.

In addition to being a renowned hospital, Maine Medical Center is one of the largest employers in the state. So when it says it wants to build, it's fairly easy for officials to respond "how high?"

MMC's proposed expansion will create hundreds of jobs in the health care, construction and IT sectors. But those jobs come at a cost, and those that pay are unlikely to reap many benefits; a large hospital's effect on a neighborhood can be akin to having a cement block dropped on a flower pot.

So why is this?

Hospitals are notoriously among the most difficult types of buildings to design. The sheer volume of people, technology and movement, coupled with the turnover of all of the above, make their containment nearly impossible. Throw in the challenge of creating a building that is both sterile and uplifting, and it's enough to drive the most talented designer to review RFPs for wastewatertreatment plants.

Given the difficulties and contingencies of designing a hospital, it's little wonder that their exteriors often appear an afterthought. Situated high upon the Western Promenade, Maine Med's current configuration is an undistinguished agglomeration of stark Modernist edifices and brutalist parking structures crowded around a (somewhat gloomy) original 1874 structure. Fortress-like

facades have rendered blight beyond the castle walls to the boundary streets below. Gilman, Congress, Crescent, Wescott, Bramhall and Forest streets are all fairly run-down and have been for decades despite their proximity to some of the most valuable real estate in Maine.

Portland-area residents have every reason to be concerned with the planned Maine Med expansion; the shadows will loom longer, the winds will whip colder, parking garages will become larger, and the traffic will grow denser — adding to the spread of decay.

Ironically, the westward roll of commercial and residential development along Congress Street from Longfellow Square to Thompson's Point is hot, with hundreds of proposed housing units, restaurants and (of course) breweries. The break in the path is smack in the area designated for the bulk of the expansion. The quarter-mile stretch of Congress Street from Salvage BBQ to Bramhall Square has just two commercial spaces (La Bodega Latina and Portland Glass), not including the permanently "unfinished" storefronts in the MMC parking garage. The blight is attributable to a monotonous pedestrian experience: a steep hill, fast traffic and bleak streetscape of retaining walls and parking garages. It should come as little consolation that a recent beautification effort included hanging banners declaring competency in "Urology," "Gynecology" and "Cancer."

Were this projected expansion slated for an isolated green expanse (such as the MMC Scarborough campus), the peripheral pedestrian experience would be of little consequence. But in a dense urban environment, great care must be taken to scale and form but also to use.

Far from being a monument that sucks in automobiles, the hospital necessarily should learn how to interact with the street, starting with an improved pedestrian experience that heals the neighborhoods on its borders. Street-level commercial development — visitors' cafe, gift shop, pharmacy, restaurant and even a bookstore — will not only better serve hospital customers but make for a healthy bottom line, both for the institution and the city as a whole.

--

[207-838-6120](tel:207-838-6120)

[917-696-5649](tel:917-696-5649)

ZacharyBarowitz.com

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Jean Fraser, Planner
City of Portland
874 8728



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409K

April 18, 2017

Tuck O'Brien
Jean Fraser
City of Portland Planning Department

Re: Neighborhood Review of MMC IDP

Hello Tuck and Jean,

We write to share with you our group's review of the MMC IDP submitted April 7, 2017.

We've all spent multiple hours over the last several weeks focusing on the new IOZ with the goal of understanding its function and its intended benefit to the institutions, the city and the neighborhoods.

We then proceeded to the IDP. Each of us read the document on our own then divided up chapters for individual review. We convened and shared our understanding, our confusion and where appropriate our objection to language, data and positions taken by the hospital in the IDP.

We then drafted a two part document to cross reference and list our concerns.

The first part of the document examines the IDP on its own- *unrelated to the demands of the IOZ*. We've listed our objections, our questions and our concerns in the areas of height and massing, institutional expansion into our neighborhood, policies regarding snow ban parking, smoking, construction impact mitigation and the lack of involvement the neighbors have been allowed relating to design, construction management and infrastructure impact.

Next, we returned to the IOZ and highlighted those areas where we found the IDP failed to meet the demands of the IOZ. From that highlighted IOZ, we drafted a list of questions and observations calling attention *by paragraph* to the IOZ demands that we believe are unmet.

(In addition to the two part document, we've attached our highlighted version of the IOZ including our notes.)

While we have submitted a list of questions to the hospital for discussion at the April 19 expansion meeting, (several of which cover topics found in our document here,) we feel this more in depth review of our concerns should be directed to you in the Planning Department.

Some of these questions may be answered at the Expansion Group meeting on Wednesday. Pending the outcome of that meeting perhaps we can get together the following week and speak to what questions and concerns may remain.

Thank you,

Tim McNamara
Sarah Martin
Moses Sabina
Garry Bowcott
Brian Stickney
Tricia Bisson
Jenny Mackenzie

The IDP on its own:

1.

We object to the one hundred and fifty foot height proposal for the Gilman block. Page 116

No matter what is built there and no matter how it is designed or setback, one hundred and fifty feet is too high for that block. Current zoning height allows for sixty five feet. Considering the homes along A Street that will sit directly opposite any construction on that block, the height restriction of sixty five feet should be maintained.

2.

We object to the boundaries outlined in the IDP extending to the two commercial blocks on Valley at Congress and Congress at Forest street. Pg 110

Further hospital expansion into these blocks would be detrimental to the neighborhood.

Development by the hospital of these two pivotal blocks would eliminate more than twenty residential units in a town desperately in need of housing units. Additionally, hospital development here would either displace or negatively impact existing businesses that serve as a draw and an attraction to our neighborhood.

Best case scenario would in fact be for the hospital to divest itself of the two lots it owns on Valley at A Street. This would free up that corner for possible mixed use housing/retail development by private ownership.

To include these two blocks in the sphere of potential expansion hurts this neighborhood at a time when we are beginning to become a more attractive destination for retail, hospitality, housing and other development.

We realize that property owners have the right to sell to whomever they choose. However, the removal of restrictions on hospital expansion in our neighborhood, exposes us to more of the institutional creep that the current zoning was crafted to prevent.

With the exception of those who would benefit from the sale of their property to a bidder of such resources as Maine Med, those of us who live here will suffer if the hospital is allowed to expand onto these two blocks.

The hospital has managed to budget over half a billion dollars for an expansion that takes place within their current footprint. In the event they see the need for further expansion we would suggest they consider the area of St John Street between Congress and Park Avenue as an alternative to the two blocks proposed.

3.

When will the public be able to view the drawings and plans for the expansion?

Page 94 references a "transparent bridge" connecting the Gilman garage to the main entrance. There is a drawing on page 91 showing what appears to be a span over the top of Gilman Street. We have asked for months about drawings and have been told there are none available. We've been assured that we would be involved in the discussion of design. The IDP is now showing conceptual drawings of a bridge over Gilman Street. This bridging of Gilman street has seen much discussion among neighbors and there are several concerns over the concept. We need to be in that conversation before plans are finalized.

4.

Parking garage demolition.

Page 99 schedules the demolition of the garage from June to December 2019.

We have been asking for months how and when the garage will be removed and how we might prepare for this event. From a *construction impact* point of view, the demolishing of that structure will have the greatest *impact* on the surrounding neighbors quality of life. Seven months of demolition will pose the greatest risk of damage to our buildings and months of disruption, vibration, dust and noise will most likely result in losses to business and great difficulties leasing or re-leasing to tenants. We have asked if the garage would be imploded or taken down with wrecking balls and jackhammers. We've asked how long the demo might take. Businesses and landlords in the area have expressed great concern over potential hardships resulting from this action. This too is a conversation we need to be involved in and apparently we are not.

5.

Smoking

The language prepared by the hospital on page 102 and the actions they claim to be taking fall well short of addressing this problem. The campus wide ban on smoking has resulted in hospital patients, visitors and staff leaving campus for the purpose of smoking on our city streets and sidewalks as well as oftentimes our private property. This is a dynamic that has

many neighbors unhappy. Exposure to second hand smoke and piles of cigarette butts on our streets and sidewalks is the result of the hospital policy forcing their people to smoke off campus. We are told by the hospital that all across the city people are dealing with unwanted smoke and we are asked to believe that the hospital isn't even sure if the people smoking around its facility are associated with MMC. We are asked to believe that proactive walkabouts are taking place and that a vendor is working 4 to 6 hours every Monday, Wednesday and Friday to pick up butts. If this IDP document is to be considered credible, this piece needs to be completely redone.

6.

Snow Ban Parking

Pages 93 and 102 address the issue of Snow Ban Parking. To be clear, current zoning states that "MMC agrees that it will make the parking garage contemplated within this Agreement available for use by the public for snow ban purposes in a fashion similar to that required in its Congress Street/Forest Street parking garage." The hospital has failed to meet this commitment in the past and often times has locked people out of accessing either garage during a snow ban. Page 93 references abuse by neighbors in the past. We know of no one in any of our organizations who were part of the group "abusing" the free use of the MMC garage. We fully agreed with MMC when we heard about unauthorized cars having been removed from their garages. We heard of the towing well after the fact and MMC never asked us if we knew who might be illegally parking in the lots. As far as we "neighbors" know...those vehicles could have been employees, or visitors or any opportunist with an eye on using a wide open, un-monitored parking garage to store their vehicle.

The language on page 122 essentially says that the hospital will offer neighbors space in the 887 Forest Street garage during snow ban parking so long as such spaces are not needed to service MMC. This is not good enough. When both 887 Congress Street and the new patient and visitor garages were built, the understanding between the city and the hospital was that snow ban parking would be made available in both. To put a condition such as the hospital has on use by neighbors runs counter to what has been a long standing mandate.

7.

Page 66

I'm not sure what is trying to be said in the bottom half of the text on the left side of the page but it does not make sense.

8.

Page 34

The two charts on this page we find misleading and confusing. Shouldn't peer comparisons involve institutions of similar size, geographical location, demographics, etc? Why aren't Dartmouth Hitchcock and UMass Memorial included? Also, since the purpose of the charts are to prove MMC's need for parking, shouldn't they both include the same "peer" institutions when referencing inpatient parking demand and employee parking demand?

9.

Pages 116, 117,60

The Gilman garage is shown on page 60 as extending down to St John Street. I think this is just an error in labeling Valley Street as St John. Valley and St John streets are flip flopped on pages 116 and 117 as well.

10.

Page 83

Table 5.1 references potential on site roof top energy production? We've not heard about this. Will this generate noise or vibration? Is this wind power? Solar?

As the IDP relates to the demands of the IOZ

14-277 (c)(g)Purpose of the Institutional Overlay Zone

According to the purpose statement on page 1 the IOZ intends to ensure that institutional growth "complements" and "integrates " as well as looks to the "need" of adjacent neighborhoods through carefully planned transitions and unique regulatory requirements. We don't see that the IDP accomplishes that. In fact while the IDP speaks of transitions there is no example demonstrating how such transitions will be achieved.

14-280 (b) IDP Planning Horizon

Other than the plan that has been proposed for development within the current footprint, the only other outline of the

anticipated growth is the drawn boundary lines around the two lots discussed above. Isn't the IDP supposed to be more specific as to what the institution's actual plans for future development are?

14-280(c)1b v

The square footage of the parking garages has been omitted from the IDP.

14-280 (c)1 c ii

14-280(c) 2 b i b/c

This calls for a traffic study and the IDP does not contain a traffic study. If the institution is able to defer this study until the Site Plan review then why does the IOZ demand it?

14-280 (c)1d

Third on our list of public concerns behind a thirteen story garage and unfettered hospital expansion is mitigation of the construction impact on our buildings, our tenancies and our businesses. We had expressed the need for baseline engineering reads on properties that might suffer damage from demolition vibration, pile driving and all other related construction impact. We had also asked for remedies to business interruption owing to construction impact. These concerns are not reflected in the IDP. (see page 51)

14-280 (c) 2 b 1 b, c

Traffic study required to meet this demand.

14-280 (c) 2 b ii b Environment

We cannot find language in the IDP addressing the generating and the effect of vehicle exhaust on the neighbors from the new proposed parking structure.

14-280 (c) 2 b iii Infrastructure

More is needed to provide baseline information on the conditions of the surrounding roadways and how they will hold up under the additional traffic -both during construction and long term.

14-280 (c) 2 b iv a, b, c, d Design

a. Wind and shadow issues insufficiently addressed in the IDP. We should see the studies relative to wind and shadows as they relate to the new construction.(see pages 90, 91)

b. Transition areas? Unclear where in the IDP this is addressed.

c. CPTED-This chapter should be modified to include commitment by the hospital to staffing the entrances to parking areas, providing a visible security presence on the grounds and in the garages and adding language specifically addressing the problems of prostitution, vagrancy and suicide on hospital property. (page 94)

d. Environment /public realm plan on page 95 consists of two drawings. It is unclear what the drawings are supposed to represent.

14-280 (c) 2 b v Neighborhood Engagement

a. The language on page 98 is the same language present in the current Conditional Rezone Agreement. This language failed to work as intended. For example, neighborhood representatives were not told of the five hundred million dollar expansion until a day before the news was released to the press. This project had been in motion for months or years before neighbors were informed of its scope or its scheduling. The question of how the hospital is to be held to its commitments, its mandates and the terms of the city code has been asked in front of the Planning Board by neighbors. This chapter needs refining with language that can actually hold the hospital accountable for performance.

c. The question of assuring communication pertaining to property acquisition continues to perplex us. How is it that an institution is to share acquisition /disposition info and still protect itself as a buyer or seller? We are unsure where or if this is addressed in the IDP.

d. Relating to construction management, our obvious concerns over the demolition of the garage are expressed earlier in this document. Pages 99-101 are an attempt at a construction management plan but really say nothing. For example construction will take place Monday through Friday seven am to six pm... Unless there is a need to work after six pm or on Saturdays or Sundays.

Or this example..."MMC is committed to mitigating construction noise impacts. Increased community sound levels,

however, are an inherent consequence of construction activities. When these events are scheduled, advance notice will be provided." This paragraph requires much more in the way of detailed mitigation measures to be undertaken by the hospital during construction.

14-280 (d) Standards of Review

5. We don't see how traffic impacts have been anticipated without a traffic study on hand.
7. What are the potential cumulative environmental impacts and where are they addressed in the IDP
9. As we have not seen anything in the way of a comprehensive design it is impossible to discuss transitions within the neighborhood.
10. In the event the hospital boundary is expanded to include the two blocks in question then compatibility, maintaining housing and the support of local amenities will not be possible.
11. Ditto

14-281 Regulatory Framework

(d)

4. Without graphics, sketches or plans it is impossible to speak to the transition zones.
5. Requires traffic study.
8. This paragraph in the IOZ addresses the requirement of clarifying building placement and massing and again discusses the transition zones. Without plans or drawings, it is impossible to do any of this.
9. Pages 99-101 offer insufficient detail as asked by the IOZ. Buffering is not addressed neither is mitigating the impact of construction on neighboring properties.



DIVISION 16.1. INSTITUTIONAL OVERLAY ZONE (IOZ)

14-277. Purpose of the Institutional Overlay Zone

The Institutional Overlay Zone (IOZ) designation provides a regulatory mechanism available to the city's four major medical and higher education campuses where an improved regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

- (a) Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of the local and regional community, and in order to sustain that role, these institutions need flexibility to change and grow;
- (b) Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and cumulative impacts while leveraging potential benefits at the neighborhood, city, and regional level;
- (c) Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions;
- (d) Support the formation and continuation of mutually beneficial public-private cooperation;
- (e) Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods;
- (f) Reflect Comprehensive Plan and other policy objectives; and
- (g) Provide a consistent regulatory approach to all major institutions which allows unique regulatory requirements that balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

14-278. Location and Applicability

The city's four primary medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. The Eligible Institutions are the two major hospital institutions of Maine Medical Center and Mercy Hospital and the two major academic institutions of University of Southern Maine and University of New England, their successors and assigns. Designation as an IOZ is the preferred mechanism where the Eligible Institution's proposed development is inconsistent with the existing zoning.



14-279. Establishment of an Institutional Overlay Zone

(a) *Application for an Institutional Overlay Zone.* Where the Eligible Institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:

1. An Institutional Development Plan (IDP) (see Section 14-280).
2. A Regulatory Framework (see Section 14-281) that would, when and if adopted, be the text and map amendment to the City's Land Use Code and Zoning Map.

(b) *Required Public Involvement.* At least two neighborhood meetings shall be required. The first shall be held prior to the formal submission of a zone change application for an Institutional Overlay Zone and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and inform the development of the Institutional Development Plan (IDP) and Regulatory Framework. Meetings shall be held in a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates and maintain written records of the meetings.

(c) *Required Scoping Meeting.* The Eligible Institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and Regulatory Framework, including associated study areas that may be outside of the proposed IOZ boundary. The IDP and Regulatory Framework will vary in detail and focus depending on the Eligible Institution and its particular context. The content requirements in Sections 14-280 and 14-281 and the comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the Eligible Institution (see Section 14-280(c)).

(d) *Reviewing Authority.*

1. The Planning Board shall review the zone change application, including the IDP and Regulatory Framework. At least one public workshop and a public hearing before the Planning Board are required.
2. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying Regulatory Framework as an amendment to the city's code of ordinances.



(e) *Future Institutional Development.*

1. All new development by the Eligible Institution within the boundary of the IOZ shall be compliant with the IOZ and accompanying Regulatory Framework, consistent with the IDP, consistent with the Comprehensive Plan, and meet applicable site plan standards, unless such standards are superseded by the Regulatory Framework.
2. Any use/development proposed by the Eligible Institution outside the IOZ boundary that complies with the zoning for permitted uses in that location shall be reviewed under the standards of that zone. Any use/development proposed by an Eligible Institution outside of the IOZ boundary that is proposed in a residential zone and is functionally related to the operations within the IOZ shall be addressed by the IDP and require an amendment to the IDP.

14-280. Institutional Development Plan (IDP)

(a) *Purpose.* Any use conducted by an Eligible Institution and any construction by an Eligible Institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this ordinance. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services and measure, analyze, and address the anticipated or potential impacts of planned institutional growth and change. The IDP shall serve as a background document that supports the proposed Regulatory Framework and frames subsequent site plan review(s).

(b) *Planning Horizon.* An IDP shall provide the city and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the Eligible Institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years or more); however, the specific planning horizons for each institution will be determined as part of the IDP approval process.

(c) *Content.* The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required Scoping Meeting:



1. Context Information

- a. The institution's adopted mission, vision, or purpose statement
- b. A summary of relevant baseline data on the institution, including:
 - i. A neighborhood context plan (pgs. 92-93);
 - ii. An inventory of current programs and services;
 - iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time;
 - iv. An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking);
 - v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities. (pg 22. garage sq. footage?)
- c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:
 - i. A summary of existing resources, such as historic, open space, and natural resources;
 - ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization;
 - iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues;
 - iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.
- d. A summary of public involvement in the development of the IDP, including major areas of public concern. (pgs. 51, 102)

2. Assessment of Future Institutional Growth and Change



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- a. A description of institutional needs and areas of future institutional growth and change, including:
 - i. Projected census of users (e.g., enrollment /employment/patient/visitor figures and anticipated variations over time);
 - ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition) (**Pizza Villa and Salvage?**), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus; and iii. A Development Plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.
- b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the Regulatory Framework:
 - i. Transportation and access
 - a. An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan;
 - b. An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety; (**pg. 93**)
 - c. A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet



transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.

ii. Environment

- a. An analysis of potential cumulative impacts on natural resources and open spaces;
- b. An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues (car exhaust) as relevant;
- c. An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.

iii. Infrastructure

- a. An analysis of projected public utility demand and the capacity of associated infrastructure; (pg. 45 roads, storm drains, etc.)
- b. An analysis of projected public safety needs and projected impacts to the capacity of these services;
- c. An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.

iv. Design

- a. An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources;
- b. An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character



defining components of the surrounding context;

c. An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development; (**prostitution, suicide, vagrancy, and graffiti**)

d. A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.

v. Neighborhood Engagement

a. A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability;

b. A property management framework that identifies the institution's process for handling operational property issues with neighbors; (**graffiti policy, trash, cigarette butts, prostitution, vandalism, vagrancy, suicides**)

c. Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods;

d. A set of construction management principles, to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a



clear communication strategy is in place in advance of construction.

(d) *Standards of Review.* The IDP shall:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board;
2. Reflect the issues/topics identified in the required public process;
3. Demonstrate consistency with the city's Comprehensive Plan and the purpose of this ordinance;
4. Demonstrate how the property ownership, proposed growth, and requested Regulatory Framework relate to the institution's mission;
5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands;
6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.
7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated;
8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated;
9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric;
10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local amenities;
11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure;
12. Conform with Portland's Historic Preservation Ordinance standards for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. When proposed adjacent to or within one hundred (100) feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity; and



13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

(e) *Approval.* Upon finding that an Eligible Institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

(f) *Monitoring.* The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments;

(g) *Amendments.* An approved IDP shall guide campus development unless and until amended. If at any time the Eligible Institutions request minor amendments to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a substantial alteration of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply with a written statement of the proposed amendment and proposed amended IDP to the Planning Authority, whose decision as to whether the amendment is minor shall be final. Major amendments shall be reviewed by the Planning Board. When the IDP is amended, the baseline data in the IDP shall be updated as appropriate.

14-281. Regulatory Framework

(a) *Purpose.* The Regulatory Framework translates the IDP into a set of clear and specific zoning requirements for the IOZ that constitute the text and map amendments to the City's Land Use Code and Zoning Map. The zoning requirements are anticipated to include parameters that guide the growth and change of the institution as well as broad strategies to address potential impacts, with plans and details to be developed under site plan review.

(b) *Applicability.* The Regulatory Framework shall apply only to properties that are within the IOZ boundary and to which the Eligible Institution holds right, title, or interest. For these properties, the Institutional Overlay Zone shall supersede the underlying zoning, and all new institutional development shall be conducted in compliance with the Regulatory Framework and the approved Institutional Development Plan. Properties located within the Institutional Overlay Zone not subject to right, title, or



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interest of the Eligible Institution shall continue to be governed by the regulations of the underlying zoning designation.

(c) *Uses.* Institutional uses, including hospitals and higher education facilities, shall be permitted, as shall uses that are functionally integrated with, ancillary to, and/or substantively related to supporting the primary institutional use, consistent with the applicable approved IDP.

(d) *Content.* The Regulatory Framework shall reflect the information and analysis of the IDP. The content shall be tailored to address the particular issues associated with the institution and its neighborhoods. The Regulatory Framework should be succinct and use tables and graphics as possible to address the following, if applicable:

1. *Zoning boundary of the IOZ:* The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's Zoning Map);
2. *Phasing and schedules:* Requirements that relate to particular proposed phases; a chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan);
3. *Uses:* Clarification, as necessary, on permitted uses.
4. *Dimensional Requirements:* Graphics, sketches, or standards, including details for transition zones within the IOZ boundary;
5. *Transportation:* Elements such as TDM trip reduction targets or contribution to area-wide TDM measures; broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety; parking ratios and management strategies; thresholds for access improvements;
6. *Environment:* The approach to the inclusion of open space and preservation of environmentally-sensitive areas;
7. *Mitigation measures:* The broad approach to identified mitigation measures, which would be addressed in greater detail in the site plan review process; thresholds for addressing deficiencies; goals for preservation/protection;
8. *Design:* Graphics and standards to clarify building placement and envelope (height and massing); guidelines for integration of site features; required treatments for transition zones and treatment for all edges (both within and abutting the IOZ boundary);



guidelines for establishing campus identity; and **(no detail!)**

9. **Neighborhood Integration:** Thresholds and strategies for neighborhood engagement; mitigation of impacts on neighboring properties, including construction impacts; buffering requirements; objectives for pedestrian linkages and safety; other requirements that address community concerns. **(no detail!)**
10. **Monitoring:** A schedule for regular monitoring reports on IDP implementation in accordance with the IDP.

(e) **Standards of Review:** The Regulatory Framework shall:

1. Be consistent with the Comprehensive Plan and the Institutional Development Plan;
2. Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews;
3. **Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement; and (construction mitigation)**
4. Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications.

(f) **Approval/Adoption.** The Planning Board shall review the proposed Regulatory Framework against the standards of review and make a recommendation on the institution's IOZ designation and Regulatory Framework to the City Council for adoption as part of this zoning ordinance.

(g) **Amendments.** A Regulatory Framework and IOZ boundary as adopted by the City Council shall remain in force unless and until amended. Amendments to a Regulatory Framework and/or IOZ boundary may be brought forth by the city or Eligible Institution. Amendments brought forth by the city will require a supermajority of the City Council to take effect. Proposed amendments to the IOZ boundary or Regulatory Framework shall be reviewed by the Planning Board and adopted by the City Council subject to the provisions of this ordinance.

14-282. Regulatory Frameworks of Eligible Institutions as adopted by the City Council

Notice From City of Portland Regarding - Vicinity of Maine Medical Center Questions

1 message

Karen Snyder <karsny@yahoo.com>

Wed, Dec 7, 2016 at 2:39 PM

Reply-To: Karen Snyder <karsny@yahoo.com>

To: "jf@portlandmaine.gov" <jf@portlandmaine.gov>

Jean,

I have yet again got another notice of more development that affects me in the City of Portland.

This unnecessary yet huge Maine Medical Center project, what streets will this proposed development actually be on and how far and up does it go?

What exactly is an IOZ ordinance and does it actually protect local residents or yet once again allow developers to trample on the quality of life of residents?

Regards,

Property Owner on Gilman St.
K. Snyder

the Saint John Valley Neighborhood Association

Concerns regarding MMC proposed expansion

Project announcement

- Lack of transparency
- MMC is in breach of the current contract zone agreement (CRA) by failing to apprise members of the MMC Neighborhood Council of hospital development plans as mandated by the contract.
- How do we enforce the rules going forward?

Project design

- What will the new structures look like?
- At what point and in what forum will neighborhood input be considered relative to design, location, size and scope of the project?
- Neighborhood integration is important especially height
- How will traffic be affected?
- What will happen to current green space?
- Are there plans for streetscapes?

Proposed 13 story parking structure

- It's too big
- It doesn't compliment the existing buildings in the neighborhood
- Increase in traffic (How will this be managed?)
- Increased pollution
- Increased noise levels
- Reduced property values
- Contrary to neighborhood goals of enhanced livability and walkability
- Negative effect on sunlight and wind patterns
- Why haven't alternatives to this plan been proposed?
- Lack of security in current parking structures which leads to...
- Prostitution
- Drug use and public drinking
- Graffiti
- Suicide attempts
- Littering

Construction management

- How will the demolition of current structures be performed?
- How will demolition effect local residencies and businesses?
- What are the phases of construction? and How long will each phase of construction last?
- How will construction effect local residencies and businesses?
- How will any damage to local residencies and businesses be handled? (Remember the crane that toppled in 2006 crushing a house whilst the new MMC maternity wing was being built?)

- Baseline reads on our properties?
- Where will construction materials be stored?
- How will construction impact street parking?
- Where will construction workers park?
- What are the guidelines for acceptable noise levels during construction?
- Are there any provisions for loss of income to local businesses? and loss of rent due to tenants moving on?

Future planning

- What is MMC's master plan?
- They have already told us that they will need more parking and more beds in the future. What is their plan to accomplish this?

moses sabina <mosessabina@yahoo.com>

Nov 22 (7 days ago)

to Garry, Tuck, stjohnvalleyne., Helen, me

Please add impact to resident parking to that list. As of now, parking is at a premium, and next to impossible to find a spot when there is no parking on one side of the street. Happy Thanksgiving! -Moses

[12.13.16- St John Valley Neighborhood Association confirmed as public comment for 12.13.2016 PB Workshop]

**Hello Jean, If possible pls incude my memo in tonight's
Planning Board workshop. Thank you . Sarah Martin**

Sarah Martin <BOCCafe@hotmail.com>

Tue, Dec 13, 2016 at 2:30 PM

To: "jf@portlandmaine.gov" <jf@portlandmaine.gov>

Memorandum

To: City of Portland Planning Board

From: Sarah Martin Valley Street, Portland Maine

Re: MMC Expansion

Date December 13, 2016

As an owner and occupant of a two family 1880's era home, I have great concern over the size, the scope and the likely negative impacts of Maine Medical's proposed expansion.

During one of the recent construction projects the constant driving of pilings, disturbed not only our tenants quiet enjoyment but the actual plaster in our home. Additional negative experiences included the use of surface lots in our neighborhood as trash covered construction dumps wrapped in broken and bent chain link often with torn, flapping, often vandalized green mesh. The precious few parking spots available to residents in the neighborhood were diminished by contracted workers and we all had the overall feeling that we were living on a construction job site for many months at a time.

While I agree that there may be some added value to the neighborhood by relocating the main entrance to Congress Street, the mere consideration of a thirteen story parking structure abutting our R6 neighborhood seems completely out of touch with the hospital's spoken commitment to being "good neighbors".

Thirteen stories? I'm sure that the planning board is aware of this but consider for a moment a comparison in size.

The Holiday Inn on Spring Street-Eleven stories.

Peoples United Bank next to the library-Eleven stories.

Deering Pavillion-Eleven stories.

Portland House Condominiums -Eleven stories.

The Westin Portland Harborview(the old Eastland)-Thirteen stories

One City Center-Thirteen stories.

In fact there would only be three buildings in the entire city taller than this proposed structure, Franklin Towers, The Time and Temp building and Back Bay Towers.

I completely understand that the useful life of the existing employee garage is at its end. However, to expect to move 1,280 parking spots across Gilman street into a thirteen story parking structure higher than the treetops and towering over our buildings on Valley, Gilman and A Streets is just too much.

If we estimate a hundred cars per level, then why not dilute the impact a tower would have by relocating spots to other locations? The South lot on Bracket and Vaughn currently holds 400 cars. If the hospital were to go up one deck high in that lot, we have just reduced the tower to nine stories. Two levels brings the Gilman block proposal down to five!

I think the hospital owns the lot known as the Classic Eye lot on the one way section of Congress across from the jail entrance...about a hundred cars. How about developing a couple of stories of parking there? Two levels and we are down to seven stories on the Gilman lot. Another thought would be to lift the constraints of the current Contract zone and allow the hospital to purchase the properties on either side of their 887 Congress Street property to develop office/retail and parking in a structure similar in design to their surrounding buildings. This too would make more sense than pushing the development directly into the shadow of the residential piece(peace) of our neighborhood.

December 11, 2016

To the Portland Planning Board:

We are property owners of 8 A Street and co-owners of two businesses in the area effected by MMC's proposed expansion. We are writing about the impact of Maine Medical Center's construction plans within our neighborhood. We ask for your serious consideration to the many concerns we have about this project.

Parking Garage -

We oppose any changes to the MMC's zoning that would allow building heights to increase, especially as it pertains to the proposed parking garage on the Gilman Street lot. Our home, which we bought in 2006 and have spent considerable time and money renovating, is directly across the street from this lot. The proposed height of this garage would dwarf the residential buildings adjacent to it, encourage more traffic, and detract from the livability of the neighborhood. We feel certain that it will reduce our property values, increase pollution from car exhaust, become a hot spot for criminal activity and encourage further economic decline within the neighborhood.

One of the recommendations from the 2008 Peninsula Traffic Study was to enact parking policies that will decrease traffic volumes and “construct and promote remote parking, connected to downtown by frequent, reliable transit”. Where is MMC's progressive initiative to encourage remote parking and ride-sharing for it's employees? Rather than working with the city to reduce traffic congestion, MMC plans to build a larger garage which will only guarantee an increase in congestion on Portland's roadways. The more parking is made available for MMC's employees, the more its employees will drive into our neighborhood every day. We as residents would like to encourage a new plan that would make use of MMC's Scarborough campus or another remote commuter lot to reduce the congestion we witness every day in this neighborhood. At the very least, we ask that MMC build a replacement garage on the current location, set into the hillside, or increase the size of the existing garage on Forest Street. There are multiple options available that will avoid placing a giant parking garage the center of the neighborhood.

MMC Main Entrance -

We have been working with our neighbors for the last several years to make the neighborhood more livable. We have a vision which includes walkability, traffic calming, residential development, green spaces, and crime reduction. We see the neighborhood as being a distinct area of Portland with it's own appealing character and attractions, including the Inn at St. John, Sea Dogs, Salvage BBQ, and Pizza Villa. Having the main entrance to MMC located here could introduce many new challenges which would run contrary to our vision. There are many questions that will need to be answered before we can support the proposed location for the main entrance. For example, what will the hospital do about visitors and employees on the public streets smoking, littering and using parking spots that would ordinarily be available to residents without driveways? What will the structure look like and will it be in keeping with the scale of surrounding buildings? What will the hospital do to ensure minimal disruption to residents and business owners during the construction phase? How will green spaces be integrated into the design? Whatever plan comes to pass, we encourage MMC to be as transparent as possible and consider the goals of the neighbors who live and work in this neighborhood.

Sincerely,

Jenny MacKenzie and Garry Bowcott
8 A Street

1/10/2017

To the Planning Board,

After reviewing the Institutional development plan presented on 1/10/17, we have noticed some areas of concern regarding the proposed parking structure on the Gilman street block.

- A 13 story parking structure will stand out like a sore thumb in a residential neighborhood where the tallest building is 4 stories.
- There is no proposal for a setback to integrate the parking structure with the surrounding businesses and residencies.
- If fig 4.2 on page 41 is correct and the trend of employees utilizing alternative forms of transport continues then MMC will see a reduction in parking needs moving forward. Will we end up with a parking structure that is obsolete and cannot be used for any other purpose? Why are they proposing a larger parking structure if the demand for parking is decreasing over time?
- MMC has not offered any other solutions to their parking needs. There are numerous options available to them such as construction on the Vaughn Street surface lot, additional levels on the Forest Street lot and footprint expansion. All of these options are supported by the Saint John Valley Neighborhood Association but for some reason MMC refuses to acknowledge them as options.
- As the city is obviously in a state of rapid development, we need to start making wise decisions regarding parking and it's integration with neighborhoods. If we allow MMC to construct this parking behemoth we are destroying the livability of a neighborhood via pollution, traffic congestion, crime, decreased sunlight and street level interaction.

Please take these concerns into account as you consider MMC's institutional development plan.

Sincerely,

Garry Bowcott
8 A Street
Portland, ME
04102

1.9.2017

To whom it may concern,

I am writing to you about the proposed MMC construction project. As a business owner at 919 Congress St, Salvage BBQ I have concerns regarding how this will impact my business. Right now we have tremendous sunlight that illuminates the restaurant from the South and west. Increasing building heights in the neighborhood will block this light and impact our business negatively. We have worked hard to make our business a success in a neighborhood that was neglected and not seen as a viable business center. There was a similar attitude in Longfellow square when we opened Local 188 in 1999 and now Longfellow Square is a bustling mecca of restaurants and bars. I would like to see the same trend continue down Congress Street but the proliferation of institutional buildings impedes the type of pedestrian activity necessary to create such an environment.

I am also concerned about my business being disrupted during a lengthy construction phase. What are the plans for demolition of the existing buildings? How will traffic be impacted? How will pedestrian access be impacted? How will noise levels be managed?

Jay Villani
Salvage BBQ
919 Congress St.

My name is Tim McNamara and I live at 251 Valley Street.

I've read through the draft IDP submitted by Maine Med and have several questions relative to the rhetoric and the data offered in Chapter Four-Parking and Transportation.

My understanding is that the hospital needs to substantiate their request for change of zoning by proving need. I believe that the Chapter Four is an attempt to show that the hospital is doing all they can to reduce the number of vehicles on campus yet prove they still have the need to park 1,100 employees on Gilman Street. I write to challenge the positions taken by the hospital in Chapter Four.

At a December 6th meeting of neighbors, senior hospital management and City staff, we discussed ideas of alternatives or incentives offered by the hospital to employees to reduce the number of single passenger trips to and from campus. Our thought was ...fewer single passenger trips-fewer spots required in the new garage. Minutes from that meeting, recorded by hospital staff, reflect that Maine Med President Rich Peterson *"acknowledged that thought will be given to trying to provide additional incentives to Maine Med employees to car pool, bike or use other means of alternative transportation"*. ...it was even discussed as to whether we are asking the hospital to alter societal norms embedded around car ownership and use or to attempt to change our behaviors.

At that meeting, senior hospital management made no reference to any Alternative Transportation Plan in place and certainly no mention of the "Get on Board" program. "Get on Board" is the program that Chapter Four hails as a *"focus of institutional policy."* and *"an integral part of the fabric and culture of MMC"* (See pages 39/41 of Draft IDP)

In the 2005 CRA between Maine Med and the City, Chapter 18 requires that *"an analysis of effectiveness and functioning of the Alternative Transportation Plan shall be provided* (by the hospital)*to the City Council's Transportation Committee on an annual basis.* " I've reviewed agendas and minutes from that committee dating back to 2013.

Nowhere can I find a reference to a hospital report on the functioning or effectiveness of any ATP.

As residents who will be directly impacted by a 13 story garage plopped down in the middle of our neighborhood, we have asked the right questions and made the right suggestions relative to reducing single passenger trips without hearing from the hospital of any plan in place to achieve such. Then out of nowhere, Chapter Four of the IDP asks us to believe that in 2015 the hospital has "incentivized" 35 % of their employees, up from 14% in 2008, to commute to work by means of something other than a single occupancy vehicle trip?

From 14% to 35% in seven years? Pretty spectacular. Where did these numbers come from? If we are to believe these numbers, then can we anticipate that in five years that number will be 50%? then 65% ten years from today?

The problem is we can't believe these numbers.

In 2015 they claim that 1,571 employees participated in the program. They claim that that amounted to 35% of their employees. That would be true if the hospital employed 4,488 people. The Maine Med Website claims that they employ more than 6,000 people. So the real number is closer to 25% participation in the program. The percentages are off from the first year of their reporting. (2008, 648 participants reflected as 14% of all employees. More like 10%)

The number of employees they claim to be riding their bikes to work in 2015 is 229. Yet they only have the capacity to store 184 bikes.

The number of employees using “ride share” in 2015 is 1, 021. Let's say every one of those ride-share participants carpooled to work with two other people, (unlikely as that may be) that would mean according to Chapter Four, that 340 cars would “*be given access to preferred parking in a gated, ID card access only area of the Employee garage that connects directly to the main lobby on the ground floor of the hospital.*” 340 Cars? That's well more than a quarter of the total spots available in the current garage and would be physically impossible to accomplish.

The bottom line on Chapter Four is that the numbers and the stories just don't add up. I would encourage the Planning Board to kick the entire Chapter back to the hospital for a complete overhaul and to demand validation of their data so an accurate and legitimate parking and transportation baseline can be established .

Thank you.

Re: PB Workshop 1-10-2017 Institutional Overlay Zone (IOZ)/MMC Institutional Development Plan

1 message

moses sabina <mosessabina@yahoo.com>

Tue, Jan 10, 2017 at 12:04 PM

Reply-To: moses sabina <mosessabina@yahoo.com>

To: Jean Fraser <jf@portlandmaine.gov>

To the Portland Planning Board:

My name is Moses Sabina, I am an owner/resident at 4 Gilman Street. I have attended MMC Neighborhood Council meetings quarterly since the inception of the council. The purpose of that council is to keep the neighbors of MMC apprised of any and all MMC developments.

In the case of these development plans, the council members were made aware of the plans three days before they were printed in the Press Herald. Neighbors were given no opportunity to be involved in a constructive dialogue to help MMC develop their needs with minimal impact, or even some improvement to the surrounding neighborhoods. Unfortunately, this selfish "close to vest" behaviour is exactly why the neighborhood council was created in the first place, and why it is all the more mockery now that MMC has dismissed including neighborhood representatives in an important discussion which should have included all the options for addressing their parking needs.

I ask you to consider their blatant disregard for their neighbors when you review their plans for the thirteen story dark tower they want us to live next to. I ask that you not give any variance over the height restriction in the current zoning until all other options for parking have been thoroughly vetted, regardless of the cost to MMC to divide the parking between more than one location. Otherwise, it will be the neighbors suffering the the long term price of this development plan.

Respectfully,
Moses Sabina

From: Jean Fraser <jf@portlandmaine.gov>

To: "Fraser, Jean" <jf@portlandmaine.gov>

Sent: Friday, January 6, 2017 5:42 PM

Subject: PB Workshop 1-10-2017 Institutional Overlay Zone (IOZ)/MMC Institutional Development Plan

Hello

I am sending this e-mail to those who sent me written comments on the proposed IOZ zone and/or on the MMC plans for expansion back in December, or who have contacted me about the proposed IOZ ordinance.

MMC have requested a zone change in order to expand/modernize - and the new IOZ ordinance is the City's proposed process - with an aim to provide a clear, predictable growth management structure for institutions that would allow flexibility but also require proactive planning and a more transparent and defined mechanism for understanding and addressing community concerns. As currently drafted, only the main campuses of

Re: UNE

My name is Robert P. Fuller, a resident, taxpayer and owner of #37 College Street. With the possible exception of parking and traffic, it is doubtful that anything planned in the immediate vicinity of College Street would be an issue except to its property owners. But a concern of one should have the same weight as an issue for many.

Back in December 2011 one of the Vice Presidents said that UNE wanted to become more responsible. Hopefully that translated into going to be more responsible and that means to all of us. In theory and in practice leaders of organizations are supposed to reach out into the community and not allow any one subordinate to create an adversarial role with the neighbors. Does anybody want a repeat of the hoo-rah on the Biddeford campus about 15 years ago?

In a 2011 magazine interview, the president of UNE said that they were just about where they wanted to be in terms of size. A year later, as part of an application submission, UNE said that they had been unsuccessful in being able to squeeze any more parking on the main campus.

Based on those two statements, there should be no changes from my bound toward Ginn and McDougall Halls on the west or for at least 25 feet out from the #33-37 College Street North line. Finally, the north side of College Street itself and sidewalk would remain where they are now. This is the way it should be. Remember, the greatest material investment for most of us is our real property. This is true for myself and my sister at #33-35 College Street.

When you review for the overlay and master plan for UNE, do not forget US residents. When you review according to a set of standards, do the parts add up to a whole? Does it look sensible? How does it fit with the human condition? There is no good reason, with proper planning, that UNE and all its neighbors cannot peacefully coexist in the same surroundings.

Robert P. Fuller

January 5, 2017

**Western Promenade Neighborhood Association
Comment to Planning Board re IOZ**

1/10/17

Members of the Board, my name is Anne Pringle and I am commenting on the proposed IOZ framework on behalf of WPNA.

To echo David Eaton, I want to publicly thank MMC for agreeing to be the guinea pig for this new zoning concept and process. As some of you may know, there was a very contentious process when the Conditional Zone was approved. To date, this process and the dialogue has been much more open and we appreciate the early engagement.

Rather than comment on the specifics of the MMC IDP proposal, which will get a lot more scrutiny later and which I do think reflects the IDP framework, I want to comment on a few elements of the proposed IOZ framework:

First **institutional encroachment** has been a big issue in our neighborhood with two major institutions, MMC and Waynflete. The existing zoning protections, I think staff would agree, is inadequate as it gauges the impact of encroachment on a building-by-building basis, rather than on cumulative impact. The Waynflete IOZ recognizes this and precludes, I believe, school uses in buildings outside the zone boundary. So, the school cannot purchase or have donated a building outside the zone. To avoid institutional encroachment, WPNA believes the new IOZ should preclude institutions from purchase or acceptance of donations of properties outside the proscribed zone, except for the sale of properties to free up funds for institutional uses within the IOZ..

If an institution already owns property outside the IDP boundary, those properties should be identified and a plan, even a long-term plan, identified to relocate the institutional uses in those buildings to the IDZ area or a location outside a residential zone.

Second, it is recognized that these institutions have a major traffic and parking component. Since they each exist in already developed contexts, to a large extent

residential, significant and creative efforts should be made to reduce dangerous traffic impacts parking demand and assure that parking does not dominate the area and utilize land that might later be needed for institutional growth, leading to a subsequent request to expand the IDP boundaries.

Third, it has been suggested that MECA be included among institutions subject to the IOZ framework. With more residential housing downtown, the impact of MECA on its context should also be subject to the scrutiny that the proposed IOZ framework sets forth. Similarly, Waynflete should also be subject to the IOZ framework and process, should it at some point wish to revise its Overlay Zone.

Fourth, I have come to understand, through litigation, that purpose statement, no matter how helpful in understanding the basis for legislative action, have no legal import. In the proposed purpose statement I see some very good language that I believe should be pulled forward into the text to provide more explicit definition in the IOZ framework requirement, for example the reference to “carefully planned transitions”

Finally, there is no question that each of these institutions, including the two suggested to be added, are very valuable elements so our community. What the Board is seeking is to establish balance and predictability for both the institution and its neighborhood contact.

Public Comments on MMC Institutional Development Plan

1 message

toddmalexander@gmail.com
<toddmalexander@gmail.com>

Mon, Jan 16, 2017 at 6:54
PM

To: "jf@portlandmaine.gov" <jf@portlandmaine.gov>

Cc: "basak.alkan@perkinswill.com" <basak.alkan@perkinswill.com>, "Western Prom Neighborhood Association <oldmayor@maine.rr.com>" <oldmayor@maine.rr.com>

Jean: Comments on MMC's draft IDP;

Generally, I am supportive of the long-term plan to;

- i) create an IOZ to govern future campus development
- ii) shift development activity to the Congress Street corridor
- iii) allow for greater density and/or building heights along the Congress Street corridor to accommodate the plan

Either as a condition of an IOZ and/or included as a provision within the IOZ, the city should consider requirements for MMC to address the following;

- i) Real estate holdings in abutting residential districts that may not be located in the areas covered by the IOZ. More specifically, the city could require MMC to develop and implement a divestment plan for those non-core properties that most directly impact predominantly residential neighborhoods. Properties that could be addressed in that plan; 19 West Street, 112 West Street, 94 and 98 Chadwick, and 227 and 231 Western Promenade.
- ii) Hospital vehicle traffic in the Western Prom neighborhood generated from users of the South Parking Lot. One possible solution is to create an exit-only ramp/lane from the South Lot onto Vaughn street (far southeast corner of

lot). This will eliminate a high volume of hospital vehicle traffic on Chadwick and West Streets.

iii) Inclusion of residential uses in any future redevelopment plans for the South Lot. This parcel serves as the natural transition from institutional/commercial uses located to the north and west to residential uses to the south and east. Any future development in this location should further reinforce and compliment this transition. The size of the lot allows for an orderly change in property types from commercial/institutional...to mixed use...to residential. The residential development requirement could be structured to directly complement MMC's operations; housing for residents and staff, extended stay housing for visitors, etc.... One way to regulate a requirement for residential uses for the South Lot is through trigger/performance mechanisms, such as; for every X thousands of SF of non-residential space proposed for this lot, MMC is required to create X units of housing.

Respectfully,

Todd M. Alexander

3 Carroll Street

Sent from [Mail](#) for Windows 10

CORRECTION - MMC Neighborhood Meeting Held on January 18, 2017

1 message

Karen Snyder <karsny@yahoo.com>

Thu, Jan 26, 2017 at 5:01 PM

Reply-To: Karen Snyder <karsny@yahoo.com>

To: "Deborah S. Boroyan" <BOROYD@mmc.org>, Jean Fraser <jf@portlandmaine.gov>

Cc: Saint John Valley Neighborhood Association <sjvna1@gmail.com>

There is a correction in point 2 (two) below. I added a sentence to the end of the point. "These window replacements should be paid for by MMC."

Karen

From: Karen Snyder <karsny@yahoo.com>

To: Deborah S. Boroyan <BOROYD@mmc.org>; Jean Fraser <jf@portlandmaine.gov>

Cc: Saint John Valley Neighborhood Association <sjvna1@gmail.com>

Sent: Thursday, January 26, 2017 3:02 PM

Subject: Re: MMC Neighborhood Meeting Held on January 18, 2017

Hi Deborah and Jean,

During this MMC neighborhood meeting, it was said that the construction would span a 5 year time frame. This is not sustainable for the health of property owners and tenants to live through 5 years of construction on Gilman St and Valley St.

As a property owner on Gilman street, the proposed MMC's development proposal is causing quite a lot of stress and concerns amongst the local residents.

Depending on what the final agreed proposal and what is acceptable to property owners, the below needs to be considered for this development proposal to ease the stress, health concerns, and quality of life impact of any construction around Gilman and Valley St.

1) Construction noise should only allowed from Monday to Friday between 9am and 5pm. There should be NO construction on weekends. Residents need the weekend to decompress and destress. If not, the health and quality of life of residents will be compromised.

2) Prior to construction, all houses on Gilman and Valley street, the windows are to be replaced with soundproof windows. If the parking garage is made up of concrete, this means alot of noise and debris will be generated in the air. The properties around this area must not be comprised by hazardous abatement and noise. These window replacements should be paid for by MMC.

3) Because MMC employees use the Gilman street sidewalk constantly, for safety concerns, MMC needs to provide sidewalk lighting on this street.

4) The construction vehicles should be prohibited from parking on Gilman or Valley Street. Construction workers should be required to park in an off site parking lot and bused in just like MMC employees. The parking of construction vehicles is a nuisance for property owners because I have all ready had to experience this for the last 2 years on the East End.

5) There are concerns as to how are the property owners suppose to advertise for future tenants knowing that MMC is proposing a 5 year construction time frame? How are the property owners suppose to retain tenants if tenants don't want to put up with the constant noise and debris that will be generated? When someone buys or rents a property, there is an expectation to be considered and that is the law of NUISANCE "If a nuisance interferes with another persons quiet or peaceful or pleasant use of his/her property" It maybe the basis for a law suit ordering the person or entity causing the nuisance to desist (stop) or limit the activity. This is a huge concern as a property owner renting to tenants. MMC needs to address these concerns.

As indicated above, no matter what the final decision is on this proposal, the above issues must be addressed by MMC with solutions which have to be agreed upon by the neighborhood residents.

Regards,
K. Snyder
24 Gilman

From: Deborah S. Boroyan <BOROYD@mmc.org>
To: "'karsny@yahoo.com'" <karsny@yahoo.com>
Sent: Wednesday, January 18, 2017 12:18 PM
Subject: MMC Neighborhood Meeting

****This e-mail is being sent on behalf of Rich Petersen.****

Dear Neighbor,

Thank you for attending the Maine Medical Center Neighborhood Meeting on January 12, 2017. We hope that you found the meeting informative and we are looking forward to continuing our dialogue about this important project.

The input you provided before the Neighborhood Meeting, relating to traffic patterns, pedestrian and bicycle routes, and the amenities you most value in your neighborhoods, is being reviewed by Basak Alkan, the Urban Planner who is assisting with the development of MMC's project and advising on how that project can best interact with our neighborhood.

MMC is committed to transparency and being a thoughtful neighbor while planning for these important enhancements to our facilities and ability to meet the health care needs of our community.

Please go to <http://www.mmc.org/modernization> for more information and updates about this project, including additional Neighborhood Meetings.

Regards,

Rich Petersen

Deborah S. Boroyan
Executive Assistant to the President
Maine Medical Center
(207) 662-2491
boroyd@mmc.org

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37 College Street
Portland, ME 04103-2617
January 23, 2017

Neil Donaldson, Senior Planner
City of Portland
Planning Division
389 Congress Street
Portland, ME 04101

Dear Neil Donaldson:

This is my reply to the proposed Text of the Institutional Overlay Zone (IOZ). This was part of a memorandum dated January 6, 2016 (2017).

P.2 Institutional overlay zone text

In the first place, all four institutions concerned, in the spirit of "Total Transparency", should, if not already done so, furnish available as public record all applicable copies of their Charter, articles of incorporation, bylaws, etc., including those still in force from predecessor organizations. In this way the public will know what activities the institutions may or may not do.

P.2 IV 1c purpose - Insert the words "abutting or" before the word "surrounding." In this manner the reading will be - "... integrates abutting or surrounding neighborhoods".

The insert is necessary to protect the integrity of the privately owned parcels of #33-37 College Street. These properties are probably in a unique situation where they surround nothing. For the last two years it is UNE that surrounds these parcels of land, unaltered, a minor technicality such as this, could lead to those parcels of land not being recognized as a neighborhood at all and shut out of the planning process. Therefore, a neighborhood is one or more privately owned parcels of land to include those abutting or surrounding an Institutional overlay zone.

The remainder of my comments are more general in nature for the time being. It is assumed that you are looking for more headings or amplify existing ones in the Proposed Text.

P.3 Permitted use - this must mean consistent with their articles, charter, etc.

P.5 IDP - Is this the same as the term "Master Plan", which has not appeared in the Proposed Text?

P.5 IV 5d (ii) 3a - What is "TDM"?

IV 5d (ii) 3b - Does this include adding, deleting or altering parking designations on a public street?

IV 5d (ii) 4b - Does this also embrace water draining into naturally occurring soil that is present?

IV 5d (ii) 4f - Assume that this also includes offensive soundwaves along with convergence of soundwaves both as the result of one or more appurtenances such as grates, fans, generators, compressors, circulators emitting

January 23, 2017

a sound that can be detected only in a narrow area, not always at ground level.

IV 5d (ii) 5d - What is "CPTED"?

IV 5d (ii) 5f - Presume any problems to be addressed in Section IV 5e 5 and 9

P. 6 IV 5d (ii) 6c - Construction Management - Does this include liabilities resulting in damage to private property due to construction, demolition, altering, filling, contour changes - Should private property owners pay for institutional damages upon them by the above activities not covered by their insurance? If the expansion of an institution upon a private property owner causes repeated damage claims and the insurance company raises the premium as higher risk, should the institution pay the difference between the rates since it is they who have "thrust" themselves upon the private property owner?

Likewise, where would there be an institutional maintenance clause that would totally protect private property owners against neglect (institutional owned tree falls upon private property house causing damages)?

IV 5e 5 mitigation - assume this covers changes to appurtenances and appliances already in place such as troublesome lighting, noises, soundwaves.

IV 5e 9 - Neighborhood Integration - would this be the heading under which a list of problems would be made item by item to include 5e 5 preceeding - all leading to a resolution?

That is all for now. Hope to receive your reply very soon.

Yours in sensible planning,

Robert P. Fuller

Robert P. Fuller

Fwd: Maine Med IOZ - South Lot Concerns

1 message

Melissa Knoll <melissa.knoll@gmail.com>
To: jf@portlandmaine.gov

Tue, Feb 7, 2017 at 10:24 PM

----- Forwarded message -----

From: Melissa Knoll <melissa.knoll@gmail.com>

Date: Tue, Feb 7, 2017 at 10:18 PM

Subject: Maine Med IOZ - South Lot Concerns

To: planningboard@portlandmaine.gov, "Ozgur Basak Alkan, AICP, LEED AP"
<Basak.Alkan@perkinswill.com>, jf@portlandmaine.gov

Cc: Anne Pringle <oldmayor@maine.rr.com>, Scott Knoll <scott.knoll@gmail.com>

Dear Jean & Basak,

Thank you for taking neighborhood comment while planning the next Maine Med expansion. We live at the corner of West and Vaughan Street, so are in very close proximity. The move to make the entrance closer to Congress St sounds like a good one. We would like to see the high volume of Maine Med traffic reduced in the west end neighborhood.

We, as well as our neighbors, have two requests as you consider zoning change:

1. Move the exit of the surface lot on Brackett/Chadwick so traffic is directed away from the West End neighborhood. It is a huge safety and traffic congestion concern. I wrote a detailed e-mail regarding our concerns on Jan. 4th which I'll forward to Jean. There is broad west end neighborhood support for such a change.
2. It appears Maine Med is asking for long term approval to put a large 75 foot tall building on this same South Lot surface parking lot (see page 35 of the Maine Med Institutional Development Plan). The height and setback of a potential building on that lot should be kept the same as the surrounding R4 and R6 neighbors. A 75 foot building with a 5 foot setback as proposed on their plan would be enormous. Please keep the maximum height at the same level as the current R-6 & R-4 zone.

We could put together a neighborhood petition if this helps our case. Let us know if you think this would be valuable.

Thank you,
Melissa & Scott Knoll

Fwd: Maine Med Traffic Volume & Safety Concerns from Chadwick Parking Lot

1 message

Melissa Knoll <melissa.knoll@gmail.com>
To: jf@portlandmaine.gov

Tue, Feb 7, 2017 at 10:23 PM

Here is the e-mail detailing the traffic problems caused by the South Lot exit. Frequent high rates of speed can be added to this list.

Thank you,
Melissa

----- Forwarded message -----

From: Melissa Knoll <melissa.knoll@gmail.com>

Date: Wed, Jan 4, 2017 at 2:14 PM

Subject: Maine Med Traffic Volume & Safety Concerns from Chadwick Parking Lot

To: Basak.Alkan@perkinswill.com

Cc: Anne Pringle <oldmayor@maine.rr.com>

Hello,

Thank you for taking the neighborhood concerns into consideration in designing Maine Med's next expansion. We have three small children and live on the corner of West & Vaughan Street in Portland, Maine. We and many of our neighbors have expressed concern about the erratic driving and large volume of traffic from the surface lot on Chadwick/Brackett West Street. All of the exiting traffic is directed toward our neighborhood from the one way exit on Chadwick, and 90% turns left down West, and then left on Vaughan.

Major problems include ~

- High traffic volume, especially at busy times of day
- Drivers are unfamiliar with the area, there is no signage back to the highways
- Drivers are distracted - many are on phones, in a hurry, have health problems, or are lost
- Cars frequently drive on West Street as if it is a one way street (like Chadwick) and drive on the left side of the road
- Cars do not come to full stops at Chadwick/West stop sign & West/Vaughan stop sign

- Most drivers have been at the hospital and are not paying full attention to driving safely or the children in the neighborhood
- Both Chadwick & the West Prom are one way streets heading away from the hospital making it difficult to access the hospital entrance, which adds to traffic congestion

Our neighborhood is young and vibrant with 10+ small children that live directly on this block. There have been several close calls already with traffic. It seems like there could be a reasonable solution to direct this unnecessary traffic away from the West Prom neighborhood. I look forward to speaking to you more about this. Please feel free to contact me and I can describe or show you the problem in more detail.

Thank you!

Best,
Melissa & Scott Knoll
83 West St
Portland, ME 04102

Comment on MMC overlay zone

Sara Anne Donnelly <sara@saraannedonnelly.com>

Feb 10, 2017 9:18 AM

Posted in group: Planning Board

To the Planning Board:

This letter is in regards to the proposed overlay zone that would allow Maine Medical Center to expand. I do not oppose the zone or the expansion, but as an abutting neighbor I do think it's important to call attention to trouble that we have had in convincing Maine Medical Center to be respectful of our space. I do this in hopes that perhaps provisions could be written into the overlay zone that protect the neighborhood from harm caused by the hospital and its expansion.

I live at 19 Ellsworth Street, which I have owned or managed since 2012. My two-unit home is two doors down from the current main entrance to the hospital on Bramhall Street. Soon after I bought the property, MMC banned smoking on its grounds. Since then, the neighborhood has struggled with patient and employee smokers that have effectively been pushed onto our sidewalks. There are dozens of them, particularly on warm days, smoking throughout the day at a near constant.

The hospital has met with neighborhood reps as far as I know (I was only invited to one meeting) and has reluctantly steered smokers away from some parts of the abutting neighborhood. They refuse, however, to re-establish a smoking space on their grounds, ignoring the reality that unlike other no-smoking hospitals their campus is in the middle of a densely populated area. This leaves us with a policy that is like a balloon pushed on one end that juts out on the other. The smokers that are deterred from one part of our neighborhood only migrate to another.

That's where my house comes in. Across the street, at Hill and Ellsworth, is a popular corner for employees of the hospital to smoke. This is no accident. The hospital about a year ago installed "Buttler" cigarette butt collectors at this corner, which it pays to maintain. These Buttlers are in front of private property. They effectively validate and even encourage smokers from the hospital to come to our neighborhood in front of private property and smoke. Which they do, by the dozens daily on warm days. Sitting on stoops and lounging on the sidewalk in their MMC uniforms.

The Buttlers were pitched by MMC to the neighbors (including me) as a way to collect the smokers away from the windows of those with concerns, and to gather the butts that were so many the rumor was they clogged up the sewer underneath the sidewalk. We were told that the Buttlers would be moved if there was a problem. But this is not the case.

I have spoken with six property owners or tenants around these Buttlers who have serious concerns about the effect of the smokers on our health, our quality of life, and our property value. I relaid this concerns to the hospital. To date, the hospital has done nothing to divert its employee smokers away from our sidewalks. I have particular concerns about the smoke as I work from home, my tenant is also home and is undergoing chemotherapy, and my infant daughter is cared for at home. Next door, my neighbors have a one-year old son who is also home most of the day. The smoke from the MMC employees comes into our windows almost constantly during warmer months. Over a year ago, the young mother next door and I joined a neighborhood meeting with MMC to talk about the smokers. We were listened to but nothing of substance was ultimately done. We were even told by MMC counsel to ask the smokers to move ourselves.

Next week, the owner of the property on the corner and I will finally meet with MMC to discuss the employee smokers at the corner of Hill and Ellsworth. But even if we are successful at resolving our issue, other property owners will suffer as the smokers will only migrate. The only effective way to respect the neighborhood would be to alter this flawed no-smoking policy and return a space for smokers to hospital grounds. But the hospital will not consider this. They seem to hope that we will just go away. This meeting alone is a perfect example -- it was first promised to us in October. It is only now happening, after repeated follow-ups from the neighborhood.

I recognize that the overlay zone and the expansion are a separate issue, but I am concerned that the expansion will bring more smokers to our neighborhood and that the hospital will not be held accountable for its promises to respect our health and our quality of life. I have attended a couple of the neighborhood meetings about the expansion held by MMC, and the rhetoric about respect and concern for the neighborhood is heartwarming. But if the ongoing and very real damage to the neighborhood caused by another of MMC's sweeping changes is any indication, the needs of the neighbors may ultimately be ignored.

I write this letter in hopes that perhaps there is some way the zone can be written to better protect us neighbors.

Thank you for reading, and I'm happy to answer any questions you may have.

Best,
Sara

Sara Anne Donnelly
Writer o Writing Coach
M 207.632.1042 O 207.274.6848
www.saraannedonnelly.com
@SaraADonnelly



Helen Donaldson <hcd@portlandmaine.gov>

Submission of Comment Planning Board re: MMC IOZ

Zack Barowitz <zbarowitz@gmail.com>

Sun, Feb 12, 2017 at 2:57 PM

To: Helen Donaldson <hcd@portlandmaine.gov>, Jean Fraser <JF@portlandmaine.gov>

Cc: Tuck O'Brien <tuckobrien@me.com>, Jeff Levine <JLEVINE@portlandmaine.gov>, Brian Batson <bbatson@portlandmaine.gov>

Submission of Comment to IOZ

In reviewing the memo to the Portland Planning Board Nell Donaldson regarding the Draft Institutional Overlay Zone (IOZ), several items came up as matters of concern.

Section 1c clearly and rightly states that the purpose of the IOZ is to "Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions"

However, several elements of the plan run counter to this condition.

Foremost among them is the amount of surface parking, particularly the proposed 13 story lot slated for the Corner of Gilman and Congress Streets. Aside from the fact that parking structures are not typically built to such heights because they can cause dizziness; the placement of an inordinately tall structure will indubitably have a detrimental effect on adjacent properties.

A simple survey of existing garages on Congress, Crescent, and Forest Streets would show adjacent properties adversely affected. So much so, that were it be the cynical policy to erect garages to devalue adjacent properties; it would allow for more cost effective future expansion. In any case; the proposal is in direct conflict with this portion of the IOZ.

Secondly; part and parcel of IOZ for an institution of the type, size, and location of Maine Medical Center is a Traffic Demand Management program (TDM). The memo states that Meghan Houdlette, PE of the firm VHB has been brought on to assist in the fulfillment of this portion of the IOZ. It is however, of some concern that in a private meeting with Penny St. Louis of MMC and Basak Alkan; Ms. Alkan told me that the hospital have "no position" on the recommendations put forth in the [Libbytown Traffic Circulation & Streetscape Study](#). This is concerning for several reasons:

- The hospital will only benefit from the implementation of the recommendations of the study
- MMC had previously endorsed the findings of the study, why the change of position?
- The adoption of the recommendations represents the bare minimum of what a 21st century TDM of a project of this scope should entail. The team should consider a

regional approach to transportation that encompasses all existing and future modes and systems including intercity park and rides, driverless cars, as well as bicycle and pedestrian infrastructure.

Finally, a graphic taken from the Public Meeting/Open House from January 12, 2017 shows a circular "1/4-mile walk radius" from surrounding areas to the MMC campus. However, the perimeter seems to reference an arbitrary center point within the MMC campus. To wit, the distance from a perimeter point on Grant Street to the nearest edge of the campus is twice that of one taken on Saint John Street. As such, the map is not terribly accurate and not as useful a tool as it could be.

Thank you for your kind attention to these matters.

Zack Barowitz,
Huntress Street

--

[207-838-6120](tel:207-838-6120)

[917-696-5649](tel:917-696-5649)

ZacharyBarowitz.com

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Re: Institutional Overlay Zone (IOZ) PB memo for 2.14.2016

1 message

Timothy wells <welmaurya@gmail.com>

Mon, Feb 13, 2017 at 9:44 PM

To: Jean Fraser <jf@portlandmaine.gov>

Jean,

A couple of comments about the Institutional Overlay Zone draft.

1. I think the city should be more specific about the planning period. I noticed that several cities, including SF, Oakland, Berkley require hospitals and universities to submit 20 year plans every 5 years. I think Portland should adopt the same policy. 20 years actually isn't that long when you are planning large construction projects and forces some rigor and long term thinking about the smartest, most effective way to grow.

2. I think the city should require the institutions to answer the questions:

- a) How will expansion impact economic growth for the city, county and state?
- b) What will be the positive and negative effects on the immediate surrounding neighborhoods? How will the plans impact property prices?
- c) What is the impact on city property taxes?

Thank you for including these for the meeting on Tuesday.

Best regards,

Tim

Tim Wells
[207-807-3876](tel:207-807-3876) MOB

On Feb 10, 2017, at 5:35 PM, Jean Fraser wrote:

Hello all

Please find attached the staff cover Memo for the Planning Board at next Tuesdays meeting, along with the final agenda for the meeting. The Memo contains the "final draft" of the IOZ ordinance text.

My name is Robert P. Fuller, owning and residing at #37 College Street. My sister owns #33-35 College Street. Together our properties comprise a neighborhood, though small in size. For the last two years, save for a public College Street, we are completely surrounded by the UNE campus. This is probably a unique situation, considering the four institutions cited for an overlay zone.

Four generations have lived in the home at #37 College Street, built by my grandfather about 110 years ago. Within our surroundings we are afforded a good view on all four sides, especially out our front window at a historic district. It is relatively safe and peaceful here on a predominately graduate campus. Traffic is usually manageable, except with special events.

Communication between the institutions and the neighborhoods need improvement. Hopefully the overlay zone process will send communications and resultant outcomes to a high level of order that the public should expect and get from an institution.

As part of the total transparency process, it should not be unreasonable to obtain from each institution information about each building and structure as to function, hours of operation, and who uses it. City oversight must insure that any activities of the institution are in keeping with its charter, articles, and by-laws.

In terms of overlay zone and institutional development process, the more details on a plan, the better for the neighborhoods. Without a detail requirement, there is always the temptation for an institution to produce vague plans. Who can say what the impact will be upon a neighborhood with changes in lighting, trees, traffic, impervious surfaces, parking, drainage, surface elevations, air circulators, vents, generators, compressors, construction or maintenance work, kinds of machinery employed, added doorways, trash removal, deliveries, pick-ups, hours of operation, converging sound waves/noises and so forth?

Setbacks, transitions and buffers are of paramount importance to all neighborhoods, no matter the size. Dimensional figures applied to bordering or abutting neighborhoods cannot be uniformly implemented with a fixed set of standards. One size does not fit all. Instead, each jog of the bounds that abut or adjoin an institution must be treated on a case by case basis.

The outcome of the overlay zone process should leave each neighborhood as good or better in terms of protection. Our neighborhood quality of life is at stake and so are our real property values.

February 19, 2017

IOZ

2 messages

Anne Pringle <oldmayor@maine.rr.com>

Tue, Mar 7, 2017 at 6:05 PM

To: "Fraser, Jean" <jf@portlandmaine.gov>

Cc: "Watson, Trevor" <trevorewatson@gmail.com>, "O'Brien, Tuck"

<sgo@portlandmaine.gov>, "Sanders, Jeff" <Sandej4@mmc.org>, "Peterson, Rich"

<peterri@mmc.org>

Jean,

I have been working like a house afire to get ready to go on vacation tomorrow, but have not focused as well on the IOZ text as I had hoped. My energy level is running down to zero with all that is going on just before I leave...

But see attached proposed changes, comments, and questions on the latest draft of the IOZ. As I will be away I guess they should be sent to the PB, unless staff agrees with everything and incorporates them into a new draft!...

A major concern is that the language seems to focus on accommodating institutional needs. See the language I suggest in the purpose statement to better balance neighborhood impact, especially encroachment. As I have noted twice, since I have learned that purpose statements have no legal import, I think this language needs to be pulled into the text. I am not sure what to make of the language in various sections about acquisition and disposition.

Re the process of engagement with the neighbors. I must say I am very impressed with our experience with MMC this time around vs. last time. Maybe it's just because we are dealing with different personalities. Jeff Sanders is very open and I believe he hears us. He is also very clear about the hospital's needs. I feel we are engaged in problem-solving, both theirs and, hopefully, ours. Hiring Basak Alkan was a great commitment on MMC's part. Maybe this kind of hire should be required to bring the institution along on the community planning spectrum...

Anne



2_28_17 revised draft IOZ

INSTITUTIONAL OVERLAY ZONE (IOZ)

I. Purpose of the Institutional Overlay Zone

The Institutional Overlay Zone (IOZ) designation provides a regulatory mechanism available to the city's four major medical and higher education campuses where an improved regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

- a. Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of the local and regional community, and in order to sustain that role, these institutions need flexibility to change and grow;
- b. Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and potential benefit to the surrounding area, city, and regional levels; and cumulative evaluates the impacts of any proposed encroachment into residential neighborhoods; and leverages while leveraging potential benefits at to the neighborhood, city, and regional level; **(NOTE: VERY important to address the issue of potential encroachment. What is meant by "leverages")**
- c. Ensure that institutional change and growth both complements and, as is appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions;
- d. Support the formation and continuation of mutually beneficial public-private cooperation;
- e. Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods;
- f. Reflect Comprehensive Plan and other policy objectives; and
- g. Provide a consistent regulatory approach to all major institutions, which allows unique regulatory requirements that balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

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II. Location and Applicability

The city's four primary medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. The Eligible Institutions are the two major hospital institutions of Maine Medical Center and Mercy Hospital and the two major academic institutions of University of Southern Maine and University of New England, their successors and assigns. Designation as an IOZ is the preferred mechanism where the Eligible Institution's proposed development is inconsistent with the existing zoning.

III. Establishment of an Institutional Overlay Zone

- a. *Application for an Institutional Overlay Zone.* Where the Eligible Institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:
 - i. An Institutional Development Plan (IDP) (see Section IV).
 - ii. A Regulatory Framework (see Section V) that would, when and if adopted, be the text and map amendment to the City's Land Use Code and Zoning Map.
- b. *Required Public Involvement.* Soon after the City becomes aware of any institutional plan to request a zone change, the applicant shall advise any abutting neighborhood association(s) of its plan to request a zone change. (NOTE: earlier notices came up at a recent meeting of about 14 NAs.) At least two neighborhood meetings shall be required. The first shall be held prior to the formal submission of a zone change

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2_28_17 revised draft IOZ

application for an Institutional Overlay Zone and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and inform the development of the Institutional Development Plan (IDP) and Regulatory Framework. Meetings shall be held in a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates and maintain written records of the meetings.

- c. *Required Scoping Meeting.* The Eligible Institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and Regulatory Framework, including **study areas that may be outside of the proposed IOZ boundary** (NOTE: what does this mean?). The IDP and Regulatory Framework will vary in detail and focus depending on the Eligible Institution and its particular context. The content requirements in Sections IV and V and the comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the Eligible Institution (see Section IV.c).
- d. *Reviewing Authority.*
- i. The Planning Board shall review the zone change application, including the IDP and Regulatory Framework. ~~A One or more~~ public workshops and a public hearing before the Planning Board are required. (NOTE: Given the size and complexity of these institutions, I think it should be acknowledged up front that it likely than more than one workshop will be required.)
 - ii. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying Regulatory Framework as an amendment to the city's code of ordinances.
- e. *Future Institutional Development.*
- i. All new development by the Eligible Institution within the boundary of the IOZ shall be compliant with the IOZ and accompanying Regulatory Framework, consistent with the IDP, consistent with the Comprehensive Plan, and meet applicable site plan standards, unless such standards are superseded by the Regulatory Framework.
 - ii. Any use/development proposed by the Eligible Institution outside the IOZ boundary that complies with the zoning for permitted uses in that location shall be reviewed under the standards of that zone. Any use/development proposed by an Eligible Institution outside of the IOZ boundary that is a conditional use in the zone in that location shall be addressed by the IDP. NOTE: What about use/development not compliant with underlying zones, e.g the West Street transplant center?)

IV. Institutional Development Plan (IDP)

- a. *Purpose.* Any use conducted by an Eligible Institution and any construction by an Eligible Institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this ordinance. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services and measure, analyze, and address the anticipated or potential impacts of planned institutional growth and

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2_28_17 revised draft IOZ

change. The IDP shall serve as a background document that supports the proposed Regulatory Framework and frames subsequent site plan review(s).

- b. **Planning Horizon.** An IDP shall provide the city and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the Eligible Institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years plus or more); however, the specific planning horizons for each institution will be determined as part of the IDP approval process.
- c. **Content.** The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required Scoping Meeting:
 - i. **Context Information**
 1. The institution's adopted mission, vision, or purpose statement
 2. A summary of relevant baseline data on the institution, including:
 - a) A neighborhood context plan;
 - b) An inventory of current programs and services;
 - c) A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time;
 - d) An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking);
 - e) An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities.
 3. A summary of the baseline characteristics of the existing campus and **context of the institution**, based on identified study areas, including:
 - a) A summary of existing resources, such as historic, open space, and natural resources; (Note: does this mean, for example, the Western Prom in the case of MMC? Is the intent that the IDP demonstrate that it will not negatively affect these existing resources?)
 - b) A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization;
 - c) A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues;
 - d) Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.
 4. A summary of public involvement in the development of the IDP, including major areas of public concern. Good!
 - ii. **Assessment of Future Institutional Growth and Change**

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1. A description of institutional needs and areas of future institutional growth and change, including:
 - a) Projected census of users (e.g., enrollment /employment/patient/visitor figures and anticipated variations over time);
 - b) Institutional objectives for property both within and outside the IOZ boundary **(e.g. acquisition and/or disposition)**, including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus; (NOTE: I think you are trying to address my suggestion that acquisition not be allowed outside that IOZ, but I am not sure this satisfies that suggestion. Again, this is the issue of encroachment, which should NOT be allowed into residential neighborhoods.
 - c) A Development Plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.
2. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the Regulatory Framework:
 - a) Transportation and access
 - 1) An analysis of the proposed changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan;
 - 2) An analysis of the proposed changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety;
 - 3) A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.
 - b) Environment
 - 1) An analysis of potential **cumulative impacts** on natural resources and open spaces; (NOTE: impact of individual projects should be analyzed, as well as cumulative impact. Minor individual impacts can build up to a major cumulative impact. This is what happened with Waynflete over the years.
 - 2) An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues as relevant;
 - 3) An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.

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c) Infrastructure

- 1) An analysis of projected public utility demand and the capacity of associated infrastructure;
- 2) An analysis of projected public safety needs and projected impacts to the capacity of these services;
- 3) An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.

d) Design

- 1) An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to natural and historic resources;
- 2) An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character defining components of the surrounding context;
- 3) An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development;
- 4) A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions. Good.

e) Neighborhood Engagement

- 1) A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability; Good!
- 2) A property management framework that identifies the institution's process for handling operational property issues with neighbors; Good!
- 3) Strategies for assuring reasonably transparent (NOTE: MMC was not at all transparent about the sale of the residential properties as required the contract zone. They really kept us in the dark for years on this. Need to be more explicit about what is meant by "reasonably transparent"?) communication pertaining to property acquisition and disposition in surrounding neighborhoods (NOTE: This should not be allowed - encroachment! The whole purpose of the IOZ is predictability BOTH for the institution and the neighborhood.);
- 4) A set of construction management principles, to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a clear

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communication strategy is in place in advance of construction.

d. *Standards of Review.* The IDP shall:

- i. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board;
- ii. Reflect the issues/topics identified in the required public process;
- iii. Demonstrate consistency with the city's Comprehensive Plan and the purpose of this ordinance;
- iv. Demonstrate how the property ownership, proposed growth, and requested Regulatory Framework relate to the institution's mission;
- v. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands;
- vi. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.
- vii. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated;
- viii. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated;
- ix. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric;
- x. ~~Promote~~ **Demonstrate** compatibility with surrounding uses in adjacent neighborhoods, maintain housing, and support local amenities;
- xi. **Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure; NOTE: What does this mean?**
- xii. Conform with Portland's Historic Preservation Ordinance standards for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. When proposed adjacent to or within one hundred (100) feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity; and
- xiii. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

e. *Approval.* Upon finding that an Eligible Institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

f. *Monitoring.* The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments;

g. *Amendments.* An approved IDP shall guide campus development unless and until amended. If at any time the Eligible Institutions request minor amendments (how defined?) to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a

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2_28_17 revised draft IOZ

substantial alteration (How defined?) of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply with a written statement of the proposed amendment and proposed amended IDP to the Planning Authority, whose decision as to whether the amendment is minor shall be final. Major amendments shall be reviewed by the Planning Board. When the IDP is amended, the baseline data in the IDP shall be updated as appropriate.

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V. Regulatory Framework

- a. *Purpose.* The Regulatory Framework translates the IDP into a set of clear and specific zoning requirements for the IOZ that constitute the text and map amendments to the City's Land Use Code and Zoning Map. The zoning requirements are anticipated to include parameters that guide the growth and change of the institution as well as clarify how potential impacts will be addressed, though some details may be more fully developed under site plan review.
- b. *Applicability.* The Regulatory Framework shall apply only to properties that are within the IOZ boundary and to which the Eligible Institution holds right, title, and interest. For these properties, the Institutional Overlay Zone shall supersede the underlying zoning, and all new institutional development shall be conducted in compliance with the Regulatory Framework and the approved Institutional Development Plan. Properties located within the Institutional Overlay Zone not subject to right, title, or interest of the Eligible Institution shall continue to be governed by the regulations of the underlying zoning designation.
- c. *Uses.* Institutional uses, including hospitals and higher education facilities, shall be permitted, as shall uses that are functionally integrated with, ancillary to, and/or substantively related to supporting the primary institutional use, consistent with the applicable approved IDP.
- d. *Content.* The Regulatory Framework shall reflect the information and analysis of the IDP. The content shall be tailored to address the particular issues associated with the institution and its neighborhoods. The Regulatory Framework should be succinct and use tables and graphics as possible to address the following:
 - i. *Zoning boundary of the IOZ:* The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's Zoning Map);
 - ii. *Phasing and schedules:* Requirements that relate to particular proposed phases; a chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan);
 - iii. *Uses:* Clarification, as necessary, on permitted uses.
 - iv. *Dimensional Requirements:* Graphics, sketches, or standards, including details for transition zones within the IOZ boundary;
 - v. *Transportation:* Elements such as TDM trip reduction targets or contribution to area-wide TDM measures; broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety; parking ratios and management strategies; thresholds for access improvements;
 - vi. *Environment:* The approach to the inclusion of open space and preservation of environmentally-sensitive areas;
 - vii. *Mitigation measures:* The approach to identified mitigation measures, which would be addressed in greater detail in the site

2_28_17 revised draft IOZ

plan review process; thresholds for addressing deficiencies; goals for preservation/protection;

- viii. *Design:* Graphics and standards to clarify building placement and envelope (height and massing); guidelines for integration of site features; required treatments for transition zones and treatment for all edges (both within and abutting the IOZ boundary); guidelines for establishing campus identity; and
 - ix. *Neighborhood Integration:* Thresholds and strategies for neighborhood engagement; mitigation of impacts on neighboring properties, including construction impacts; screening and buffering requirements; objectives for pedestrian linkages and safety; other requirements that address community concerns.
 - x. *Monitoring:* A schedule for regular monitoring reports on IDP implementation in accordance with the IDP.
- e. *Standards of Review:* The Regulatory Framework shall:
- i. Be consistent with the Comprehensive Plan and the Institutional Development Plan;
 - ii. Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews;
 - iii. Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement; and
 - iv. Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications.
- f. *Approval/Adoption.* The Planning Board shall review the proposed Regulatory Framework against the standards of review and make a recommendation on the institution's IOZ designation and Regulatory Framework to the City Council for adoption as part of this zoning ordinance.
- g. *Amendments.* A Regulatory Framework and IOZ boundary as adopted by the City Council shall remain in force unless and until amended. Amendments to a Regulatory Framework and/or IOZ boundary not brought forth by the institution as part of an IDP amendment will require a supermajority of the City Council to take effect. Amendments to the IOZ boundary or Regulatory Framework shall be reviewed by the Planning Board and adopted by the City Council subject to the provisions of this ordinance.

VI. Regulatory Frameworks of Eligible Institutions (The regulatory frameworks adopted by the Council for each Eligible Institution will be codified within this section.)



James Dealaman <jdealaman@portlandmaine.gov>

Neighborhood Concerns over IOZ IDP Process relating to existing Contract Zone Language

1 message

stjohnvalleyneighborhood <stjohnvalley@live.com>

Mon, Mar 27, 2017 at 11:40 PM

To: "planningboard@portlandmaine.gov" <planningboard@portlandmaine.gov>

Cc: "sgo@portlandmaine.gov" <sgo@portlandmaine.gov>, "jf@portlandmaine.gov" <jf@portlandmaine.gov>, stjohnvalleyneighborhood <stjohnvalley@live.com>, moses <mosessabina@yahoo.com>, "garrybowcott@hotmail.com" <garrybowcott@hotmail.com>, Jenny MacKenzie <jenabeat@hotmail.com>, "boccafe@hotmail.com" <boccafe@hotmail.com>, "nmaze@shalomhouseinc.org" <nmaze@shalomhouseinc.org>, "Jacob, Ian" <iancasperjacob@gmail.com>, Zack Zack Barowitz <zbarowitz@gmail.com>, Holder Emma <pna@parksideneighborhood.org>

<http://thebollard.com/2010/02/07/getting-the-institutional-creeps/>

March 27, 2107

To the City of Portland Planning Board:

In reviewing the latest IOZ draft with a group of neighbors yesterday, a couple of questions came up:

Once the IOZ is adopted, are all restrictions and covenants in place under an institution's current Contract Zoning eliminated?

The language in the IOZ, Chapter V Regulatory Framework states that the IOZ shall supersede the underlying zoning.

There is also language throughout the IOZ referencing for example that the institution's IDP provide a description of the Assessment of Future Institutional Growth and Change.

In the Chapter IV Neighborhood Engagement paragraph there is language that references (reasonably) transparent communication pertaining to property acquisition...

I'm not sure how we missed this but the language has us very concerned that the new IOZ completely removes restrictions currently in place on Maine Med's ability to expand in our neighborhood outside of their current footprint.

Additionally, several other mandates present in the hospital's current contract zoning will apparently go away upon the adoption of the IOZ.

Specifically:

- Reporting requirements for Helicopter landings.
- Reporting requirements for the institutions Alternative Transportation Plan.
- Mandated quarterly meetings for the purpose of keeping the neighbors apprised of future development plans..)
- Snow ban parking provisions
- Signage compliance

I'm assuming some of the above may be addressed in the MMC IDP, or are already part of city code.

Back to the footprint question...While we as a group agreed to and even suggested loosening expansion restrictions to allow for possible development of-for example the Sportsman's Club lot, we did so with a consideration towards diluting the impact of 1,200 cars being parked by the hospital on the Gilman Street block. An abandoning of the expansion restriction in its entirety is not what we envisioned and puts the neighborhood right back into the path of potentially major institutional creep.

Taking a look at a possible scenario:

The hospital already owns two surface lots on the west side of Valley at A Street.

With a complete removal of restriction against expansion outside the footprint, what keeps them from buying the other four parcels and creating another institutional super-block?

If I understand it correctly, in the case of the super-block, prior to being approved for use, the institution would need to have presented plans for this purchase and expansion in their IDP, and have the IDP approved by the Planning Board and the Council.

This is where I start to get confused.

- How can the institution include in their IDP, their intention to develop that block if they have not yet purchased the other property?
- How "transparent" or detailed can an institution possibly be in sharing their plans for acquisition and development in the IDP and still protect their position of confidentiality as a buyer?
- How will an institution be able to present, as required by the IDP, a description of their "institutional objectives for property both within and outside the IOZ boundary" and still protect their property buying interests?
- If, in order to protect the confidentiality of the buyer/seller, an institution is not required to present specifics about their "assessment of future institutional growth and change" including specific properties to be purchased or sold, how is the neighborhood to protect themselves from potentially unfettered growth by the institution?

Our biggest fear outside the prospect of a thirteen story parking garage, is that of a constant, ever expanding Maine Medical Center presence in our neighborhood.

This was a fear addressed and remedied in Chapter 1 of the 2005 Conditional Zone document and remains an active concern of those who live in this neighborhood. I've attached a copy of the Conditional Zone document along with a link to a story from 2010 relating to our neighborhood's concern over constant institutional expansion.

I'm sure there are parts of this process that many of us still need to understand. I greatly appreciate the patience and clarity that city planning staff, particularly Tuck and Jean, have demonstrated when speaking with me and my neighbors in trying to teach us about the process.

At this point however, I just don't see how the IOZ/IDP process demonstrates enough governance, control or influence over the institutions to protect those who might be negatively impacted by unrestricted expansion.

Before approving this approach, we need to figure out how the IOZ/IDP process can maintain and incorporate the protections provided by the current Conditional Zone Agreement; drafted and included for the long term benefit of our neighborhood, while still allowing consideration for thoughtful and agreed upon expansion by the institutions in our neighborhoods.

Thank you.

Tim McNamara

251 Valley Street

Portland, Maine



FINAL Contract 4.25.05 cra new patient visitor.odt
82K

Order 172-04/05

Given 1st reading: 2/23/05 Postponed on 3/7/05

Public Hearing & postponed on 4/4/05

Amended & Passage: 4/25/05 9-0

JILL C. DUSON (MAYOR)(A/L)
PETER O'DONNELL (A/L)
JAMES F. CLOUTIER(A/L)
NICHOLAS M. MAVODONES (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

WILLIAM R. GORHAM (1)
KAREN A. GERAGHTY (2)
DONNA J. CARR (3)
CHERYL A. LEEMAN (4)
JAMES I. COHEN (5)

**AMENDMENT TO CITY CODE
SEC. 14-49 (ZONING MAP AMENDMENT)
RE: CONDITIONAL REZONING FOR PROPERTY
IN VICINITY OF WESTERN PROMENADE/ MAINE MEDICAL CENTER**

ORDERED, that the Zoning Map of the City of Portland, dated December 2000 as amended and on file in the Department of Planning & Development, and incorporated by reference into the Zoning Ordinance by Sec. 14-49 of the Portland City Code, is hereby amended to reflect a conditional rezoning as detailed below:

**CONDITIONAL ZONE AGREEMENT
MAINE MEDICAL CENTER**

AGREEMENT made this ____ day of _____, 2005, by **MAINE MEDICAL CENTER**, a Maine corporation with a principal place of business located in the City of Portland, County of Cumberland and State of Maine, its successors and assigns (**"MMC"**).

WITNESSETH:

WHEREAS, **MMC** is the owner of land and buildings located in Portland at Map 53, Block D, Lots 1, 2 and 7; Map 53, Block E, Lots 1, 2, 10 and 13; Map 53, Block G, Lots 1 and 13; Map 54, Block H, Lot 1; and Map 64, Block C, Lots 1 and 2; and Map 55, Block B, Lot 13 (the **"PROPERTY"**); and

WHEREAS, MMC is the largest provider of obstetrical services in Maine and provides the only statewide fulltime maternal fetal medicine service serving women and newborns at high risk and **MMC** has the only Level III neonatal intensive care unit in Maine; and

WHEREAS, in order to respond to the changing professional and clinical standards for the care of sick infants within the neonatal intensive care unit and to meet the spatial requirements of today's routine and high risk obstetrical and newborn care, **MMC** must build an addition comprised of 192,000 square feet (the "Charles Street Addition"); and

WHEREAS, MMC proposes to construct the Charles Street Addition by expanding vertically, on the site of an existing medical building bounded generally by Charles Street, Wescott Street, Ellsworth Street and Crescent Street; and

WHEREAS, in order to avoid a substantial expansion of the footprint of the buildings at **MMC** and, instead, to construct the Charles Street Addition by vertical expansion, it is necessary to modify the otherwise applicable height requirement in the R-6 Zone; and

WHEREAS, in order to accommodate the needs of the Charles Street Addition and to improve parking and traffic circulation on the **MMC** campus, **MMC** proposes to construct a new 512 car capacity parking garage along Congress Street (the "New Parking Garage"); and

WHEREAS, in order to achieve the requisite parking capacity within the available space, **MMC** needs to build the New Parking Garage at a height taller than the currently applicable height limit in the R-6 Zone and also to locate the New Parking Garage closer to Congress Street than the currently applicable setback requirement in the R-6 zone; and

WHEREAS, in order reduce transport time for critical patients coming to **MMC's** emergency department, **MMC** proposes to construct a helicopter landing pad on top of the

existing parking garage which fronts on Congress Street (the “Helicopter Landing Pad” also occasionally referred to as “Heliport or Helistop”); and

WHEREAS, in order to replace currently fragmented heating and cooling systems throughout its campus, **MMC** intends to construct a central utility plant, built into the hillside between the hospital and Gilman Street (the “Central Utility Plant”); and

WHEREAS, the Central Utility Plant will be built at a proposed height of 45 feet but is also designed to accommodate a future vertical expansion of two additional floors, with a maximum future height of 70 feet; and

WHEREAS, **MMC** currently has operating rooms, intensive care beds, and adult and pediatric beds in an existing building constructed in 1985 (expanded in 1998) and referred to as the “L. L. Bean Wing;” and

WHEREAS, **MMC** has no current construction plans for the L. L. Bean Wing, but anticipates that the L. L. Bean Wing will need to be expanded vertically at some time within the next decade; and

WHEREAS, the L. L. Bean Wing was designed structurally to accommodate such vertical expansion by an additional two stories; and

WHEREAS, **MMC** desires to provide for such eventual vertical expansion within this Agreement and additional vertical expansions, except as noted below, are not included within the scope of this Contract and will be subject to negotiation and approval in the future, when presented; and

WHEREAS, by expanding vertically for the Charles Street Addition rather than horizontally, **MMC** will need to remove only two residential buildings, and will do so in full

compliance with the housing replacement requirements of section 14-483 of the Portland Code of Ordinances; and

WHEREAS, in addition to such required replacement, **MMC** will divest itself of ownership of nine other buildings (two on Crescent Street, two on Ellsworth Street, one on Hill Street and four on Bramhall Street), enabling others to return them to residential use; and

WHEREAS, **MMC** has requested a rezoning of the **PROPERTY** in order to permit the above-described improvements; and

WHEREAS, the **CITY** by and through its Planning Board, pursuant to 30-A M.R.S.A. §4352(8) and Portland City Code §14-60, *et seq.*, and §14-315.3, after notice and hearing and due deliberation thereon, recommended the rezoning of the **PROPERTY** as aforesaid, subject, however, to certain conditions more specifically set forth below; and

WHEREAS, the **CITY** has determined that because of the unique circumstances of the location of an urban medical center campus in close proximity to historic and densely populated neighborhoods within the R-6 Zone, and in order to balance the interests of **MMC** and its residential neighbors, it is necessary and appropriate to impose the following conditions and restrictions in order to ensure that the rezoning is consistent with the City's Comprehensive Plan; and

WHEREAS, on April 25, 2005, the **CITY** authorized the amendment to its Zoning Map based upon the terms and conditions contained within this Agreement, which terms and conditions become part of the zoning requirements for the **PROPERTY**;

NOW THEREFORE, in consideration of the rezoning, **MMC** covenants and agrees as follows:

1. **MMC** will restrict any further expansion of its uses¹ in the Western Prom/ Parkside/ Gilman Street neighborhoods to the property specifically included in the following defined Campus²:

- (a) The main campus, bounded by the north side of Bramhall Street, the

- (b) western side of Wescott Street, a portion of the northern side of Crescent Street terminating with the proposed end of the new garage, and the south side of Congress Street between the existing and proposed new garage, and the eastern side of Gilman Street;

- (c) The existing medical office building located on Congress Street across from the main campus;

- (d) The Vaughn Street parking lot and McGeachey Hall;

- (e) The existing West Street Medical Office Building located behind the row houses at the eastern end of West Street (CBL 55-B-13);

- (f) The block bounded on Congress Street, Gilman Street, Valley Street and A Street.

2. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit A: Helistop Overlay Zone Map

Exhibit B: Site Plan

1. Sheet C050: Campus Plan, Revision date: 9/16/04
2. Sheet C100: Site Plan, Revision date: 9/16/04
3. Sheet C101: Site Plan, Revision date: 9/16/04
4. Sheet C102: Site Plan, Revision date: 9/16/04
5. Sheet C103: Site Plan, Revision date: 9/16/04
6. Sheet C400: Landscape Plan, Revision date: 9/16/04

¹ “Future expansion of its uses” shall mean new construction of building(s) and or conversion of existing uses (including residential uses) into hospital related uses and the like. It shall not mean the occupancy of an existing building which contains a legally conforming medical related use.

² This provision shall not prohibit **MMC** from expanding or building in other areas of the City if permitted by zoning.

7. Sheet C401: Landscape Plan, Revision date: 9/16/04
8. Sheet C402: Landscape Plan, Revision date: 9/16/04
9. Sheet C403: Landscape Plan, Revision date: 9/16/04
10. Landscape Plan at Existing Garage, See sheets 401 & 402
11. Pedestrian Connection to Congress Street, 4/14/04
12. Parking Garage Rendered Elevation, North, (Option 1; Exhibit B, p.12, April 25,2005)
13. Parking Garage Rendered Elevation, (Option 1, Exhibit B, p. 12, perspective; April 25, 2005)
14. Parking Garage Rendered Elevation, South, 1/27/05
15. Central Utility Plant Rendered Elevation, 1/27/05
16. Charles Street Addition Rendered Elevation, South 1/27/05
17. Charles Street Addition Rendered Elevation, East 1/27/05
18. Charles Street Addition Rendered Elevation, North 1/27/05
19. Charles Street Material Board 1/27/05
20. Street Vacation/Acceptance and Land Transfer Plan (Sheet 1)
21. Street Vacation/Acceptance and Land Transfer Plan (Sheet 1)
22. Concrete Sidewalk Plan

Exhibit D: Miller Memo 01/06/05 and MMC Helipad Flight Paths, Harris Miller Miller & Hanson Inc., 9/16/04

Exhibit E: Helipad Operating Guidelines (2 pages); source, Lifeflight of Maine

Exhibit F: Helipad Plans

1. Heliport Plan, 1/27/05
2. Heliport Elevation, 1/27/05
3. Heliport Perspective, 1/27/05

Exhibit G: Vaughan Street Parking Lot Landscaping Plan

1. Landscape Plan, 7/8/04
2. Wall Treatment
3. Fence Detail
4. Landscape Section

3. The **CITY** shall amend the Zoning Map of the City of Portland, dated December 2000, as amended from time to time and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by Portland City Code §14-49, by adopting the map change amendment below, which map change includes a Helistop Overlay Zone as more particularly depicted on Exhibit A.



4. The **PROPERTY** and site improvements shall be developed and operated substantially in accordance with the site plan shown on Exhibit B (the “Site Plan”), which Site Plan includes but is not limited to street layouts, landscaping, and building elevation drawings for initial construction, subject to the approval of the Site Plan by the City’s Planning Board in compliance with the requirements of Chapter 14, Article V. The architectural treatment of the façade of the New Parking Garage may be revised during site plan review and shall meet the site plan standards of 14-526(16). Minor revisions to the Site Plan in the nature of field adjustments may be approved by the Planning Authority, without the need for amendment of this Agreement or further approval by the City Council.

5. No building permits shall be issued unless and until **MMC** receives conditional use approval pursuant to section 14-474 (Expansion of Institutional Use) and section 14-483 (Housing Replacement), site plan approval pursuant to section 14-483(e) of the City Code, approval under the Site Location of Development Act and an MDOT traffic movement permit, if required. No occupancy of the newly constructed buildings shall be permitted unless and until all site plan conditions of approval have been satisfied and the City Council has taken final action on the street discontinuances and street acceptances required for the realignment of certain streets, as shown on the Site Plan (Exhibit B).

6. **MMC** shall provide to the **CITY** a performance guarantee covering all required site improvements under section 14-525(j) of the City Code and the two replacement dwelling units provided under paragraph 6(d) of this Agreement.

7. The **PROPERTY** shall be governed by the zoning provisions, as such may be amended from time to time, applicable in the zoning districts underlying the Conditional Zone except as follows:

(a) Height Limits. The maximum structure height (measured according to the definition of “building, height of” in section 14-47) shall be:

- 95 feet for the Charles Street Addition, as depicted on the Site Plan
- 70 feet for the New Parking Garage, as depicted on the Site Plan
- 45 feet for the Central Utility Plant, as depicted on the Site Plan
- 111 feet for the L. L. Bean Wing, as already constructed.

(a) Setbacks.

- The minimum setback of the New Parking Garage shall be zero (0) feet from the right of way line of Congress Street.
- The minimum setback of the southeast corner of the Charles Street Addition shall be five (5) feet from the relocated right of way line of Ellsworth Street, as depicted on Exhibit B.
- The minimum setback of the Central Utility Plant shall be five (5) feet from Gilman Street.

(d) Replacement Housing. The replacement of the two existing residential structures at 33 Crescent Street (identified as Map 53, Block E, Lot 2) and 37 Crescent Street (identified as Map 53, Block E, Lots 1, 10 and 13) containing a total of seven dwelling units and two single-room occupancies by a portion of the New Parking Garage shall be deemed to meet the requirements of section 14-137(c), provided that **MMC** shall comply fully with the requirements of section 14-483 (Preservation and Replacement of Housing Units). Specifically, **MMC** shall comply with section 14-483 by (i) converting the building at 325-329 Brackett Street identified as Map 54, Block D, Lot 7 (the last approved use of which was office space) into two dwelling units prior to the issuance of a certificate of occupancy for the New Parking Garage and then divesting itself of ownership of the building prior to the issuance of a certificate of occupancy for the Charles Street Addition and (ii) paying Three Hundred Fifteen Thousand Five Hundred Eighty dollars (\$315,580.00) into the **CITY**’s Housing Development Fund (representing five dwelling units and two single-room occupancies) upon

approval of the Site Plan by the **CITY**'s Planning Board. The deadline for divestiture may be extended by the Planning Authority if **MMC** demonstrates that reasonable good faith efforts to market the property instituted at least 6 months prior to the deadline have failed to produce a bona fide offer at or above fair market value and on commercially reasonable terms.

(e) Sidewalks. **MMC** shall comply with the **CITY**'s Brick District Policy Plan, except that, at the time of final site plan review, the Planning Board may approve the use of concrete sidewalk materials, as shown on Exhibit B 22, because of the particular needs or requirements of the hospital use.

(f) Street level uses in garage. The street level of the new parking garage may be used for any use allowed in the B-2 zone.

8. The Helicopter Landing Pad shall not be subject to the provisions of section 14-409 (Heliports), but shall be governed by the provisions of the Helistop Overlay Zone, sections 14-325 through 14-327), except as follows:

(a) Setbacks. Because it is to be located on the roof of an existing structure, the landing pad shall not be required to meet the setback requirements of Section 14-327(3) or the fencing requirements of Section 14-327(4).

(b) Flight routes. **MMC** shall identify preferred flight routes, to be approved by the **CITY**, designed to minimize noise impact of helicopter flights on surrounding residential areas, shall notify all flight providers likely to use the Helicopter Landing Pad of such preferred routes, and shall take the following measures to ensure that such preferred routes are utilized whenever weather conditions, safety considerations and the best interests of the patient being transported permit, with the expectation that this will be the usual case. **MMC** will instruct all providers which regularly use the Helicopter Landing Pad that pilots must file an exception report with the Air Medical Provider Administration of Lifeflight of Maine or its successor entity for operations modified for safety considerations or at the direct request of Approach Control at the Portland International Jetport. Logs of these exception reports will be made available to **MMC** and to the **CITY** every six months. When and if the Portland Jetport has the capacity to maintain and preserve data which specifically identifies flight routes actually taken by aircraft using the Helicopter Landing Pad, the **CITY** shall consult such data to review compliance with this paragraph, and **MMC**, upon request of the **CITY**, will be responsible for the **CITY**'s reasonable costs of translating such data into useable form, but not for the costs of the flight monitoring. Initially, such preferred flight routes shall be as shown on the map attached to this Agreement as Exhibit D. At the initiative of either the **CITY** or **MMC**, the map of preferred flight routes may be amended from time to time by agreement between **MMC** and the City Council. The City Council shall consult with the Portland International Jetport and shall convene a neighborhood meeting to obtain input from residents of any affected residential areas before agreeing to any such amendment. An agreement between the parties to change preferred flight routes under this paragraph shall include noise mitigation measures in addition to those described in paragraph 7(g) below provided the noise mitigation measures are recommended by

an independent noise consultant. In addition, after one full year of operation of the Helicopter Landing Pad (measured from the date of the first patient transport flight to use the Helicopter Landing Pad), the City Council shall review the operation of the preferred flight routes and may initiate amendments to the map of preferred flight routes, following the procedures specified above. In connection with review or amendment of flight routes under this paragraph, the **CITY** may engage the services of an independent consultant and **MMC** will reimburse the **CITY** for its reasonable costs of obtaining such consulting services provided that the **CITY**, in advance of engaging the consultant, affords **MMC** an opportunity to comment on the scope of the consultant's engagement.

(c) Fly Neighborly. In negotiating any contract or agreement with any provider of emergency medical transport by helicopter, **MMC** will require the provider to operate in compliance with the "Fly Neighborly Guide" revised February 1993, (and any subsequent revisions) prepared by the Helicopter Association International Fly Neighborly Committee and published by the Helicopter Association International. **MMC** shall establish a complaint number and a protocol for handling complaints, which shall be publicized within the neighborhood, and the complaints will be reviewed no less than quarterly by the Maine Medical Center Neighborhood Council, noted below.

(d) Helipad operating guidelines. Helicopter landings on the Helipad are approved for emergency patient care only. Any use of the Helicopter Landing Pad for other than emergency patient care transport shall be deemed a violation of this Agreement and shall result in the termination of the Helicopter Overlay. The following standard practices will be incorporated as general policy for operations in and out of the Maine Medical Center Helipad and shall be communicated by **MMC** to providers. At all times, the Pilot in Command (PIC) will determine safety of operations as a first consideration. Under normal operating circumstances, take-offs, landings and standing-by on the Helicopter Landing Pad shall be conducted according to the Operating Guidelines, attached hereto as Exhibit E, subject at all times to the judgment of the helicopter pilot concerning safety and to the judgment of the emergency medical personnel concerning the health of the patient.

(e) Equipment. In generating any specifications in connection with the negotiation of any contract or agreement with any provider of emergency medical transport by helicopter, **MMC** will specify that helicopters utilizing the Helicopter Landing Pad (with the exception of U.S. military or government aircraft) are relatively new turbine powered aircraft meeting requirements under ICAO Annex 16 Chapter 8 for in-flight noise levels and complying with FAA airworthiness standards, 14 CFR part 36.11 and 14 CFR 21 Sub-part D, or any amended or successor requirements or standards.

(f) Design and construction. The Helicopter Landing Pad shall be constructed as shown on Exhibit A.

(g) Mitigation. **MMC** will pay for the installation costs associated with the full installation of soundproofing improvements contained within Exhibit D, except in lieu of central air conditioning **MMC** will also pay for the installation of ventilation improvements to one or more rooms within each such dwelling unit as reasonable and appropriate as determined by the

CITY. The **CITY** shall contract for such work and **MMC** shall be responsible for the costs associated therewith, plus a 10% administrative fee to be paid to the **CITY**. Before entering into any contract for such work, the **CITY** shall notify **MMC** and give **MMC** the opportunity to comment on the scope of the proposed work and the estimated cost thereof. The properties to be included under this provision are as follows: 879 Congress Street (Map 53, Block I, Lot 16), 921 Congress Street (Map 65, Block D, Lot 17), 925 Congress Street (Map 65, Block D, Lot 16) and 929 Congress Street (Map 65, Block, D, Lot 14). Such funds shall only be expended if the present owners of such buildings request such improvements no earlier than six months and no later than eighteen months after commencement of the operation of the Helicopter Landing Pad. For a period of five years from the date of this Agreement, any new owner of the aforementioned properties may request such improvements no later than eighteen months after purchase of said property(s).

(h) Accreditation. The principal provider of air medical transport to **MMC** shall be accredited by the Committee on Accreditation of Medical Transport Systems or its successor agency. Providers using the helicopter landing pad shall be accredited by the Committee on Accreditation of Medical Transport Systems or its successor agency, unless special circumstances warrant a non accredited provider such as the Air National Guard, the U.S. Coast Guard or other users.

9. Signage shall comply with the requirements of sections 14-336 through 14-372.5 of the City Code, except as otherwise approved by the Planning Board under Chapter 14, Article V.

10. For the purpose of keeping surrounding residential areas apprised of its future development plans, and to address any neighborhood issues related to the operations of the **MMC** campus (including but not limited to complaints or operating issues with respect to the helipad and future planning and development programs associated with **MMC**), **MMC** shall, no less than quarterly, and with two weeks written notice, invite representatives of the Maine Medical Center Neighborhood Council to meet with designated representatives of **MMC**. For purposes of this requirement, the Maine Medical Center Neighborhood Council shall consist of two representatives of the Parkside Neighborhood Association, , two representatives of the Western Prom Neighborhood Association, and two representatives of the Gilman/Valley Streets neighborhood. The neighborhood organizations shall designate the persons who shall serve on the Maine Medical Center Neighborhood Council. In the event there is no formal neighborhood organization, the City Council District Councilor shall designate the persons to serve on the Maine Medical Center Neighborhood Council.

11. **MMC**, prior to occupancy of the Charles Street Addition, shall relocate the sewer serving 31 Crescent Street, as depicted on the Site Plan (Exhibit B). In addition, **MMC** shall provide two off-street parking spaces for use by the tenants of 31 Crescent Street for so long as 31 Crescent Street serves as a residential structure.

12. **MMC** agrees that it will make the parking garage contemplated within this Agreement available for use by the public for snow ban purposes in a fashion similar to that

required in its Congress Street/Forest Street parking garage. In addition, **MMC** shall require all of its vendors, contractors and subcontractors to utilize a parking garage or other approved parking area/facility for vehicles and truck parking during construction.

13. **MMC** agrees to divest itself of ownership of the following existing structures owned by **MMC** according to the following schedule:

Prior to the issuance of a certificate of occupancy for the Charles Street Addition:

15 Crescent Street (Map 53, Block F, Lot 6)
25 Crescent Street (Map 53, Block E, Lot 5)
25 Ellsworth Street (Map 53, Block H, Lot 2)
32 Ellsworth Street (Map 54, Block C, Lot 5)
20 Hill Street (Map 54, Block C, Lot 1)

No later than January 1, 2010 or the issuance of a certificate of occupancy for any of the future expansions described in Section 6(b) above, whichever is earlier:

19 Bramhall Street (Map 63, Block A, Lot 4)
23 Bramhall Street (Map 63, Block A, Lot 3)
25 Bramhall Street (Map 63, Block A, Lot 2)
31 Bramhall Street (Map 63, Block A, Lot 1)

The deadline for divestiture of any of such property may be extended by the Planning Authority if **MMC** demonstrates that reasonable good faith efforts to market the property instituted at least 6 months prior to the deadline have failed to produce a bona fide offer at or above fair market value and on commercially reasonable terms.

14 **MMC** agrees that it will remove the existing building located at 261-269 Valley Street (formerly the “Eagles Club”) within 12 months after the effective date of this Agreement and that the site of the removed building will be loamed and seeded unless and until otherwise developed pursuant to an approved site plan.

15 **MMC** shall provide landscaping of the area surrounding its Vaughn Street parking lot as shown on the landscaping plan attached hereto as Exhibit G and shall construct, maintain and continue to own the “pocket park” located at Ellsworth and Charles Streets as shown on the Site Plan (Exhibit B). The improvements to the Vaughn Street parking lot shall be completed within 12 months of the effective date of this Agreement.

16. **MMC** agrees to allow public pedestrian access between its campus and Congress Street through a new enclosed stairway to be constructed adjacent to the New Parking Garage, as depicted on Exhibit B.

17.. **MMC** shall contribute \$800,000 to the **CITY** to use for public improvements in the general vicinity of Maine Medical Center.

18.. MMC agrees that it will encourage its employees and visitors to use alternatives to single-occupant automobiles when traveling to and from the **PROPERTY**. In its application under the Site Plan Ordinance, MMC agrees to include among its written statements an Alternative Transportation Plan. The Alternative Transportation Plan will propose strategies to reduce single-occupant automobile trips to the **PROPERTY**. Such strategies shall include, but not be limited to, subsidies and other incentives for employees and visitors to use local and regional mass transportation, share rides (carpools and vanpools), ride bicycles and walk. The Planning Board will include the Alternative Transportation Plan in its consideration of sections 14-526(a)(1) and (2) of the City Code. In addition, an analysis of effectiveness and functioning of the Alternative Transportation Plan shall be provided to the City Council's Transportation Committee on an annual basis.

20.. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the **PROPERTY**, shall bind and benefit **MMC**, its successors and assigns, and any party in possession or occupancy of the **PROPERTY** or any part thereof, and shall inure to the benefit of and be enforceable by the **CITY**, by and through its duly authorized representatives. Within 30 days of approval of this Agreement by the City Council, **MMC** shall record a copy of this Agreement in the Cumberland County Registry of Deeds, along with a reference to the book and page of the deeds to the property underlying said **PROPERTY**. Unless otherwise stated within this Agreement, this Agreement governs only the **PROPERTY** expressly covered by this Agreement and applies only within the boundaries of the rezoned area as shown on the map. Nothing in this Agreement shall have any effect on or be construed as having any bearing on the use or development of any other properties owned by **MMC** or its affiliates, all of which shall continue to be governed by the applicable provisions of the Portland Land Use Code, without regard to this Agreement.

21.. If any restriction, provision, condition, or portion thereof, set forth herein is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination and shall not affect the validity of the remaining portions hereof.

22.. Except as expressly modified herein, the development, use, and occupancy of the **PROPERTY** shall be governed by and comply with the provisions of the Land Use Code of the City of Portland and any applicable amendments thereto or replacement thereof.

23.. This conditional rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A MRSA 4452) and **CITY** Ordinance. No alleged violation of this rezoning Agreement may be prosecuted, however, until the **CITY** has delivered written notice of the alleged violation(s) to the owner or operator of the **PROPERTY** and given the owner or operator an opportunity to cure the violation(s) within thirty (30) days of receipt of the notice. Following any determination of a zoning violation by the Court, and in addition to any penalties authorized by law and imposed by the Court, either the Portland Planning Board on its own initiative, or at the request of the Planning Authority, may make a recommendation to the City Council that the Conditional Rezoning be modified or the **PROPERTY** rezoned.

24.. In the case of any issue related to the **PROPERTY** which is specifically addressed by this Agreement, neither **MMC** nor their successors may seek relief which might otherwise be available to them from Portland's Board of Appeals by means of a variance, practical difficulty variance, interpretation appeal, miscellaneous appeal or any other relief which the Board would have jurisdiction to grant, if the effect of such relief would be to alter the terms of this Agreement. In cases that fall outside of the above parameters (i.e., alleged violations of any provisions of Portland's Land Use Code, including, but not limited to, the Site Plan Ordinance, which were neither modified nor superceded by this Agreement), the enforcement provisions of the Land Use Code, including, but not limited to, the right to appeal orders of the Planning Authority, Building Authority and Zoning Administrator shall apply. Nothing herein, however, shall bar the issuance of stop work orders.

WITNESS

MAINE MEDICAL CENTER

By:

Its:

STATE OF MAINE
CUMBERLAND, ss.

Date: _____, 2005

Personally appeared before me the above-named _____, in his capacity as _____ of Maine Medical Center, and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of Maine Medical Center.

Before me,

Notary Public/Attorney at Law



James Dealaman <jdealaman@portlandmaine.gov>

Fwd: PB hearing on IOZ new ordinance

1 message

Jean Fraser <jf@portlandmaine.gov>

Tue, Mar 28, 2017 at 2:18 PM

To: James Dealaman <jdealaman@portlandmaine.gov>

This is PC 22 and the one I have already copied (paper copies) for the Board meeting- just needs to go into your other system. thanks, Jean

----- Forwarded message -----

From: moses sabina <mosessabina@yahoo.com>

Date: Tue, Mar 28, 2017 at 1:16 PM

Subject: Re: PB hearing on IOZ new ordinance

To: Jean Fraser <jf@portlandmaine.gov>

Jean,

Here are some comments for the planning board meeting:

Portland Planning Board,

My name is Moses Sabina, I am an owner/resident of 4 Gilman St. I have the unique perspective of participating in the MMC Neighborhood Council since its inception, longer than any other neighbor or MMC staff. I am concerned that the language in the IOZ regarding neighborhood engagement is too vague. The IOZ calls for a plan for neighborhood engagement. Who decides what is acceptable? What is the mechanism for institutional accountability?

Here are some examples of instances when MMC has either exploited a loophole in the CRA or attempted to with little to no accountability.

1. The Retail Space: The current CRA required MMC to create a retail space as part of the new visitor garage on Congress St. The retail space was called for by neighbors and the planning board. After sitting vacant and completely undeveloped (it has a dirt floor to this day), I made it a point to check in on the progress of finding a tenant for it nearly every quarterly meeting. MMC reported that they had many interested parties over the years, but no lease was ever signed. MMC conducted a survey of their staff asking what type of business would be beneficial. One meeting their real estate listing agent, Mark Malone, told us that the asking price was too high. After many years of updates on the retail space, neighbors and I finally had the opportunity to ask Rich Peterson about it; he informed us that MMC had no intention of leasing the space, and never had. In this case, MMC fulfilled their obligation in the CRA by creating the space, but ignored the intentions of the community and opportunity to house a neighborhood business.
2. Snow Ban Parking: MMC is required by the city to provide snow ban parking in both the new visitors garage and the Forest St Garage. The record as to how many spaces they are required to provide is unclear, yet MMC has manufactured their own number. MMC has closed a nearly empty Forest St garage during parking bans, prohibiting neighbors from parking there. This is an issue we thought we had worked out in the quarterly meetings, but it occurred again this winter. To their credit, after phone calls were made, the garage was re-opened.
3. Sportsman's Lot: Though the CRA prohibits MMC from expanding their footprint, they attempted to buy the lot across the street from the employee garage, formerly the site of the Sportsmans restaurant. This decision was announced to the Neighborhood Council in a meeting. After reviewing the CRA, I brought the issue to Penny Littell, who at that time was on the Portland City legal department. MMC was disallowed from purchasing the property. They claimed that they didn't understand the CRA. It's pretty clear. It draws a line which says, across this you do not! [chapter 1, page 5]. The fact that they made the attempt speaks volumes to the need for regulation and enforcement. If I had not raised the issue, I'm not sure whether anyone else would have. Where today stands a thriving neighborhood restaurant in Salvage BBQ, could be another MMC owned building, another dune in the urban desert, which contributes nothing to the neighborhood street scape.
4. The Current Proposed Expansion Project: The IOZ calls for neighborhood engagement, and one shape that could take is a quarterly meeting like the one I have been engaged in with MMC for roughly ten years. That's a lot of my time donated to hospital neighborhood relations; time that I would like to think has not been wasted. It's hard to think that

when I hear Jeff Sanders from MMC state that they've been working on the current proposed expansion project for a year and a half; that six quarterly meetings that nary a whisper of this project was uttered in meetings which are required by the CRA for the express purpose of "surrounding residential areas apprised of future development plans" [CRA chapter 10, page 11]. They have an urgent need for single occupancy rooms, there is no denying that. I want my local hospital to be the best it can be, who doesn't? It is, however, hard to hear the cries for urgency in the city planning process when they ignored the opportunity for neighborhood feedback in mandated meetings with neighbors who they know and have been engaging with regularly for years. Somewhere, in the IOZ or not, there needs to be very specific language regarding neighborhood engagement, and oversight of the engagement, otherwise we will continue the pattern of wasted time and missed opportunity. We now hear MMC is looking at some alternative to the proposed project; how much time and money was wasted getting to that decision? Whether they wanted to hear it from us or not, neighbors and MMC could have had that discussion a year and a half ago.

5. TDM Reports: The CRA [chapter 18, page 13] calls for annual TDM reports to be submitted to the city. We haven't had any discussion of TDM in our quarterly meetings in a long time.

Please consider making the IOZ more specific with regard to neighborhood engagement.

Respectfully,

Moses Sabina

From: Jean Fraser <jf@portlandmaine.gov>
To: "Fraser, Jean" <jf@portlandmaine.gov>
Sent: Thursday, March 23, 2017 2:29 PM
Subject: PB hearing on IOZ new ordinance

Hello

Further to my e-mail on March 13 (which advised about the postponement of this hearing to March 28th because of the storm) I am writing to advise you:

- the PB hearing will be at 4:30pm on Tuesday March 28th;
- the agenda is attached for information;
- and that a very slightly revised text of the IOZ will be presented to the Board for consideration on Tuesday, and the final version will be placed on the City's website tomorrow by the end of the day at the following link:

https://me-portland.civicplus.com/AgendaCenter/ViewFile/Agenda/_03282017-2001?html=true

[Please note that we have not yet received any further MMC submissions, and I will let you know when that specific project will next be discussed at a Planning Board meeting.]

Thank you - and please do not hesitate to contact me if you have any questions.

Jean

--

Jean Fraser, Planner
City of Portland
874 8728

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

--

Jean Fraser, Planner
City of Portland
874 8728

April 18, 2017

Tuck O'Brien
Jean Fraser
City of Portland Planning Department

Re: Neighborhood Review of MMC IDP

Hello Tuck and Jean,

We write to share with you our group's review of the MMC IDP submitted April 7, 2017.

We've all spent multiple hours over the last several weeks focusing on the new IOZ with the goal of understanding its function and its intended benefit to the institutions, the city and the neighborhoods.

We then proceeded to the IDP. Each of us read the document on our own then divided up chapters for individual review. We convened and shared our understanding, our confusion and where appropriate our objection to language, data and positions taken by the hospital in the IDP.

We then drafted a two part document to cross reference and list our concerns.

The first part of the document examines the IDP on its own- *unrelated to the demands of the IOZ*. We've listed our objections, our questions and our concerns in the areas of height and massing, institutional expansion into our neighborhood, policies regarding snow ban parking, smoking, construction impact mitigation and the lack of involvement the neighbors have been allowed relating to design, construction management and infrastructure impact.

Next, we returned to the IOZ and highlighted those areas where we found the IDP failed to meet the demands of the IOZ. From that highlighted IOZ, we drafted a list of questions and observations calling attention *by paragraph* to the IOZ demands that we believe are unmet.

(In addition to the two part document, we've attached our highlighted version of the IOZ including our notes.)

While we have submitted a list of questions to the hospital for discussion at the April 19 expansion meeting, (several of which cover topics found in our document here,) we feel this more in depth review of our concerns should be directed to you in the Planning Department.

Some of these questions may be answered at the Expansion Group meeting on Wednesday. Pending the outcome of that meeting perhaps we can get together the following week and speak to what questions and concerns may remain.

Thank you,

Tim McNamara
Sarah Martin
Moses Sabina
Garry Bowcott
Brian Stickney
Tricia Bisson
Jenny Mackenzie

The IDP on its own:

1.

We object to the one hundred and fifty foot height proposal for the Gilman block. Page 116

No matter what is built there and no matter how it is designed or setback, one hundred and fifty feet is too high for that block. Current zoning height allows for sixty five feet. Considering the homes along A Street that will sit directly opposite any construction on that block, the height restriction of sixty five feet should be maintained.

2.

We object to the boundaries outlined in the IDP extending to the two commercial blocks on Valley at Congress and Congress at Forest street. Pg 110

Further hospital expansion into these blocks would be detrimental to the neighborhood.

Development by the hospital of these two pivotal blocks would eliminate more than twenty residential units in a town desperately in need of housing units. Additionally, hospital development here would either displace or negatively impact existing businesses that serve as a draw and an attraction to our neighborhood.

Best case scenario would in fact be for the hospital to divest itself of the two lots it owns on Valley at A Street. This would free up that corner for possible mixed use housing/retail development by private ownership.

To include these two blocks in the sphere of potential expansion hurts this neighborhood at a time when we are beginning to become a more attractive destination for retail, hospitality, housing and other development.

We realize that property owners have the right to sell to whomever they choose. However, the removal of restrictions on hospital expansion in our neighborhood, exposes us to more of the institutional creep that the current zoning was crafted to prevent.

With the exception of those who would benefit from the sale of their property to a bidder of such resources as Maine Med, those of us who live here will suffer if the hospital is allowed to expand onto these two blocks.

The hospital has managed to budget over half a billion dollars for an expansion that takes place within their current footprint. In the event they see the need for further expansion we would suggest they consider the area of St John Street between Congress and Park Avenue as an alternative to the two blocks proposed.

3.

When will the public be able to view the drawings and plans for the expansion?

Page 94 references a "transparent bridge" connecting the Gilman garage to the main entrance. There is a drawing on page 91 showing what appears to be a span over the top of Gilman Street. We have asked for months about drawings and have been told there are none available. We've been assured that we would be involved in the discussion of design. The IDP is now showing conceptual drawings of a bridge over Gilman Street. This bridging of Gilman street has seen much discussion among neighbors and there are several concerns over the concept. We need to be in that conversation before plans are finalized.

4.

Parking garage demolition.

Page 99 schedules the demolition of the garage from June to December 2019.

We have been asking for months how and when the garage will be removed and how we might prepare for this event. From a *construction impact* point of view, the demolishing of that structure will have the greatest *impact* on the surrounding neighbors quality of life. Seven months of demolition will pose the greatest risk of damage to our buildings and months of disruption, vibration, dust and noise will most likely result in losses to business and great difficulties leasing or re-leasing to tenants. We have asked if the garage would be imploded or taken down with wrecking balls and jackhammers. We've asked how long the demo might take. Businesses and landlords in the area have expressed great concern over potential hardships resulting from this action. This too is a conversation we need to be involved in and apparently we are not.

5.

Smoking

The language prepared by the hospital on page 102 and the actions they claim to be taking fall well short of addressing this problem. The campus wide ban on smoking has resulted in hospital patients, visitors and staff leaving campus for the purpose of smoking on our city streets and sidewalks as well as oftentimes our private property. This is a dynamic that has

many neighbors unhappy. Exposure to second hand smoke and piles of cigarette butts on our streets and sidewalks is the result of the hospital policy forcing their people to smoke off campus. We are told by the hospital that all across the city people are dealing with unwanted smoke and we are asked to believe that the hospital isn't even sure if the people smoking around its facility are associated with MMC. We are asked to believe that proactive walkabouts are taking place and that a vendor is working 4 to 6 hours every Monday, Wednesday and Friday to pick up butts. If this IDP document is to be considered credible, this piece needs to be completely redone.

6.

Snow Ban Parking

Pages 93 and 102 address the issue of Snow Ban Parking. To be clear, current zoning states that "MMC agrees that it will make the parking garage contemplated within this Agreement available for use by the public for snow ban purposes in a fashion similar to that required in its Congress Street/Forest Street parking garage." The hospital has failed to meet this commitment in the past and often times has locked people out of accessing either garage during a snow ban. Page 93 references abuse by neighbors in the past. We know of no one in any of our organizations who were part of the group "abusing" the free use of the MMC garage. We fully agreed with MMC when we heard about unauthorized cars having been removed from their garages. We heard of the towing well after the fact and MMC never asked us if we knew who might be illegally parking in the lots. As far as we "neighbors" know...those vehicles could have been employees, or visitors or any opportunist with an eye on using a wide open, un-monitored parking garage to store their vehicle.

The language on page 122 essentially says that the hospital will offer neighbors space in the 887 Forest Street garage during snow ban parking so long as such spaces are not needed to service MMC. This is not good enough. When both 887 Congress Street and the new patient and visitor garages were built, the understanding between the city and the hospital was that snow ban parking would be made available in both. To put a condition such as the hospital has on use by neighbors runs counter to what has been a long standing mandate.

7.

Page 66

I'm not sure what is trying to be said in the bottom half of the text on the left side of the page but it does not make sense.

8.

Page 34

The two charts on this page we find misleading and confusing. Shouldn't peer comparisons involve institutions of similar size, geographical location, demographics, etc? Why aren't Dartmouth Hitchcock and UMass Memorial included? Also, since the purpose of the charts are to prove MMC's need for parking, shouldn't they both include the same "peer" institutions when referencing inpatient parking demand and employee parking demand?

9.

Pages 116, 117,60

The Gilman garage is shown on page 60 as extending down to St John Street. I think this is just an error in labeling Valley Street as St John. Valley and St John streets are flip flopped on pages 116 and 117 as well.

10.

Page 83

Table 5.1 references potential on site roof top energy production? We've not heard about this. Will this generate noise or vibration? Is this wind power? Solar?

As the IDP relates to the demands of the IOZ

14-277 (c)(g)Purpose of the Institutional Overlay Zone

According to the purpose statement on page 1 the IOZ intends to ensure that institutional growth "complements" and "integrates " as well as looks to the "need" of adjacent neighborhoods through carefully planned transitions and unique regulatory requirements. We don't see that the IDP accomplishes that. In fact while the IDP speaks of transitions there is no example demonstrating how such transitions will be achieved.

14-280 (b) IDP Planning Horizon

Other than the plan that has been proposed for development within the current footprint, the only other outline of the

anticipated growth is the drawn boundary lines around the two lots discussed above. Isn't the IDP supposed to be more specific as to what the institution's actual plans for future development are?

14-280(c)1b v

The square footage of the parking garages has been omitted from the IDP.

14-280 (c)1 c ii

14-280(c) 2 b i b/c

This calls for a traffic study and the IDP does not contain a traffic study. If the institution is able to defer this study until the Site Plan review then why does the IOZ demand it?

14-280 (c)1d

Third on our list of public concerns behind a thirteen story garage and unfettered hospital expansion is mitigation of the construction impact on our buildings, our tenancies and our businesses. We had expressed the need for baseline engineering reads on properties that might suffer damage from demolition vibration, pile driving and all other related construction impact. We had also asked for remedies to business interruption owing to construction impact. These concerns are not reflected in the IDP. (see page 51)

14-280 (c) 2 b 1 b, c

Traffic study required to meet this demand.

14-280 (c) 2 b ii b Environment

We cannot find language in the IDP addressing the generating and the effect of vehicle exhaust on the neighbors from the new proposed parking structure.

14-280 (c) 2 b iii Infrastructure

More is needed to provide baseline information on the conditions of the surrounding roadways and how they will hold up under the additional traffic -both during construction and long term.

14-280 (c) 2 b iv a, b, c, d Design

a. Wind and shadow issues insufficiently addressed in the IDP. We should see the studies relative to wind and shadows as they relate to the new construction.(see pages 90, 91)

b. Transition areas? Unclear where in the IDP this is addressed.

c. CPTED-This chapter should be modified to include commitment by the hospital to staffing the entrances to parking areas, providing a visible security presence on the grounds and in the garages and adding language specifically addressing the problems of prostitution, vagrancy and suicide on hospital property. (page 94)

d. Environment /public realm plan on page 95 consists of two drawings. It is unclear what the drawings are supposed to represent.

14-280 (c) 2 b v Neighborhood Engagement

a. The language on page 98 is the same language present in the current Conditional Rezone Agreement. This language failed to work as intended. For example, neighborhood representatives were not told of the five hundred million dollar expansion until a day before the news was released to the press. This project had been in motion for months or years before neighbors were informed of its scope or its scheduling. The question of how the hospital is to be held to its commitments, its mandates and the terms of the city code has been asked in front of the Planning Board by neighbors. This chapter needs refining with language that can actually hold the hospital accountable for performance.

c. The question of assuring communication pertaining to property acquisition continues to perplex us. How is it that an institution is to share acquisition /disposition info and still protect itself as a buyer or seller? We are unsure where or if this is addressed in the IDP.

d. Relating to construction management, our obvious concerns over the demolition of the garage are expressed earlier in this document. Pages 99-101 are an attempt at a construction management plan but really say nothing. For example construction will take place Monday through Friday seven am to six pm... Unless there is a need to work after six pm or on Saturdays or Sundays.

Or this example..."MMC is committed to mitigating construction noise impacts. Increased community sound levels,

however, are an inherent consequence of construction activities. When these events are scheduled, advance notice will be provided." This paragraph requires much more in the way of detailed mitigation measures to be undertaken by the hospital during construction.

14-280 (d) Standards of Review

5. We don't see how traffic impacts have been anticipated without a traffic study on hand.
7. What are the potential cumulative environmental impacts and where are they addressed in the IDP
9. As we have not seen anything in the way of a comprehensive design it is impossible to discuss transitions within the neighborhood.
10. In the event the hospital boundary is expanded to include the two blocks in question then compatibility, maintaining housing and the support of local amenities will not be possible.
11. Ditto

14-281 Regulatory Framework

(d)

4. Without graphics, sketches or plans it is impossible to speak to the transition zones.
5. Requires traffic study.
8. This paragraph in the IOZ addresses the requirement of clarifying building placement and massing and again discusses the transition zones. Without plans or drawings, it is impossible to do any of this.
9. Pages 99-101 offer insufficient detail as asked by the IOZ. Buffering is not addressed neither is mitigating the impact of construction on neighboring properties.



DIVISION 16.1. INSTITUTIONAL OVERLAY ZONE (IOZ)

14-277. Purpose of the Institutional Overlay Zone

The Institutional Overlay Zone (IOZ) designation provides a regulatory mechanism available to the city's four major medical and higher education campuses where an improved regulatory structure is needed to facilitate a consistent, predictable, and clear growth management process. The purposes of the Institutional Overlay Zone are to:

- (a) Acknowledge that the city's major academic and medical institutions play a prominent role in the health and well-being of the local and regional community, and in order to sustain that role, these institutions need flexibility to change and grow;
 - (b) Encourage proactive planning for institutional change and growth which identifies and addresses likely long-term institutional needs and cumulative impacts while leveraging potential benefits at the neighborhood, city, and regional level;
 - (c) Ensure that institutional change and growth both complements and, as appropriate, integrates adjacent or surrounding neighborhoods through carefully planned transitions;
 - (d) Support the formation and continuation of mutually beneficial public-private cooperation;
 - (e) Support an ongoing public engagement process that benefits both the institutions and nearby neighborhoods;
 - (f) Reflect Comprehensive Plan and other policy objectives;
- and
- (g) Provide a consistent regulatory approach to all major institutions which allows unique regulatory requirements that balance the particular needs of institutions with the needs of the surrounding neighborhood and wider community.

14-278. Location and Applicability

The city's four primary medical and higher education institutions are eligible to apply for designation as Institutional Overlay Zones. The Eligible Institutions are the two major hospital institutions of Maine Medical Center and Mercy Hospital and the two major academic institutions of University of Southern Maine and University of New England, their successors and assigns. Designation as an IOZ is the preferred mechanism where the Eligible Institution's proposed development is inconsistent with the existing zoning.



14-279. Establishment of an Institutional Overlay Zone

(a) *Application for an Institutional Overlay Zone.* Where the Eligible Institution seeks designation as an IOZ, they shall submit a zone change application consisting of two components:

1. An Institutional Development Plan (IDP) (see Section 14-280).
2. A Regulatory Framework (see Section 14-281) that would, when and if adopted, be the text and map amendment to the City's Land Use Code and Zoning Map.

(b) *Required Public Involvement.* At least two neighborhood meetings shall be required. The first shall be held prior to the formal submission of a zone change application for an Institutional Overlay Zone and the second shall be held during the City's review. Meetings shall identify the concerns, if any, of affected residents and property owners, and inform the development of the Institutional Development Plan (IDP) and Regulatory Framework. Meetings shall be held in a convenient location proximate to the institution. The applicant shall provide written notification to property owners of record within 500 feet of the proposed IOZ boundary at least ten days prior to the meeting dates and maintain written records of the meetings.

(c) *Required Scoping Meeting.* The Eligible Institution shall meet with the Planning Authority after the first required neighborhood meeting and prior to submission of the zone change application to confirm the focus of the Institutional Development Plan (IDP) and Regulatory Framework, including associated study areas that may be outside of the proposed IOZ boundary. The IDP and Regulatory Framework will vary in detail and focus depending on the Eligible Institution and its particular context. The content requirements in Sections 14-280 and 14-281 and the comments from neighborhood meeting(s) shall provide direction for the content of the IDP. The Planning Authority or Planning Board may require additional information or modify content requirements as is relevant to the Eligible Institution (see Section 14-280(c)).

(d) *Reviewing Authority.*

1. The Planning Board shall review the zone change application, including the IDP and Regulatory Framework. At least one public workshop and a public hearing before the Planning Board are required.
2. Upon recommendation of the Planning Board, the City Council shall review and consider adoption of the Institutional Overlay Zone and the accompanying Regulatory Framework as an amendment to the city's code of ordinances.



(e) *Future Institutional Development.*

1. All new development by the Eligible Institution within the boundary of the IOZ shall be compliant with the IOZ and accompanying Regulatory Framework, consistent with the IDP, consistent with the Comprehensive Plan, and meet applicable site plan standards, unless such standards are superseded by the Regulatory Framework.
2. Any use/development proposed by the Eligible Institution outside the IOZ boundary that complies with the zoning for permitted uses in that location shall be reviewed under the standards of that zone. Any use/development proposed by an Eligible Institution outside of the IOZ boundary that is proposed in a residential zone and is functionally related to the operations within the IOZ shall be addressed by the IDP and require an amendment to the IDP.

14-280. Institutional Development Plan (IDP)

(a) *Purpose.* Any use conducted by an Eligible Institution and any construction by an Eligible Institution in an Institutional Overlay Zone shall be consistent with an Institutional Development Plan (IDP) approved by the Planning Board in accordance with this ordinance. The purpose of the IDP is to establish baseline data about institutional land uses, facilities, and services and measure, analyze, and address the anticipated or potential impacts of planned institutional growth and change. The IDP shall serve as a background document that supports the proposed Regulatory Framework and frames subsequent site plan review(s).

(b) *Planning Horizon.* An IDP shall provide the city and abutting neighborhoods with a clear outline of the anticipated or potential growth and change of the Eligible Institution for the short- to medium-term (e.g. 1-5 and 5-10 years respectively), as well as a conceptual growth plan for the long-term (e.g. 10 years or more); however, the specific planning horizons for each institution will be determined as part of the IDP approval process.

(c) *Content.* The IDP submission shall address the following elements unless specifically modified by the Planning Authority or Planning Board, with the scope and level of detail to be clarified at the required Scoping Meeting:



1. Context Information

- a. The institution's adopted mission, vision, or purpose statement
- b. A summary of relevant baseline data on the institution, including:
 - i. A neighborhood context plan (pgs. 92-93);
 - ii. An inventory of current programs and services;
 - iii. A current census of the number of people using the institution (e.g., employees, enrollment, patients), with an indication of maximums and minimums over time;
 - iv. An inventory and/or plan of all existing property holdings within the main campus and within the City of Portland, including an indication of functional land use links between off-campus properties and the main campus (e.g. remote parking);
 - v. An inventory and/or plan of existing facilities, including data on use, floor area, and any existing functional connections between facilities. (pg 22. garage sq. footage?)
- c. A summary of the baseline characteristics of the existing campus and context of the institution, based on identified study areas, including:
 - i. A summary of existing resources, such as historic, open space, and natural resources;
 - ii. A summary of the existing transportation system, including vehicular, pedestrian, transit, bicycle, and parking supply, demand, and utilization;
 - iii. A summary of existing public infrastructure supporting the institution, including demand, utilization and any capacity issues;
 - iv. Relevant municipal plans, projects, and studies that may influence the IDP study area and opportunities for integrating institutional growth.
- d. A summary of public involvement in the development of the IDP, including major areas of public concern. (pgs. 51, 102)

2. Assessment of Future Institutional Growth and Change



4-3-17 Final IOZ as recommended by the Planning Board to City Council

- a. A description of institutional needs and areas of future institutional growth and change, including:
 - i. Projected census of users (e.g., enrollment /employment/patient/visitor figures and anticipated variations over time);
 - ii. Institutional objectives for property both within and outside the IOZ boundary (e.g. acquisition and/or disposition) (**Pizza Villa and Salvage?**), including an indication of any functional land use connection for sites outside the IOZ boundary to the main campus; and
 - iii. A Development Plan addressing anticipated or potential institutional needs and physical improvements, including the proposed boundary of the IOZ and any phasing of the development.
- b. Analysis and associated plans that address the following elements in terms of anticipated growth or potential impacts within the identified study area, and support the development parameters as set out in the Regulatory Framework:
 - i. Transportation and access
 - a. An analysis of the projected changes in parking demand, supply, and impacts to the off-street and on-street parking capacity, including an explanation of the proposed parking plan;
 - b. An analysis of the projected changes in vehicular, pedestrian, transit, and bicycle access routes and facilities, their capacity, and safety; (**pg. 93**)
 - c. A transportation, access, and circulation plan, representing the synthesis of the analysis, and including a program of potential improvements or set of guidelines to address access deficiencies to and within the IOZ. The plan should outline proposed mechanisms and potential strategies to meet



transportation objectives, including transportation demand management, phasing, and when a Traffic Movement Permit (TMP) may be required.

ii. Environment

- a. An analysis of potential cumulative impacts on natural resources and open spaces;
- b. An analysis of projected energy consumption, hazardous materials generation, noise generation, and similar issues (car exhaust) as relevant;
- c. An environmental plan, representing the synthesis of the analysis and including a proposed program or set of guidelines for future preservation, enhancement, conservation, and/or mitigation.

iii. Infrastructure

- a. An analysis of projected public utility demand and the capacity of associated infrastructure; (pg. 45 roads, storm drains, etc.)
- b. An analysis of projected public safety needs and projected impacts to the capacity of these services;
- c. An infrastructure plan, representing the synthesis of the analysis and including a proposed program or set of guidelines to support sustainable growth.

iv. Design

- a. An analysis of projected impacts to neighboring properties and public spaces, including potential shadow, wind, and lighting impacts, impacts of height and massing, and impacts to historic resources;
- b. An analysis of transition areas between the institution and adjoining neighborhoods, including identification of key character



defining components of the surrounding context;

c. An analysis of existing Crime Prevention Through Environmental Design issues and identification of how these principles would be addressed as part of the proposed campus development; (**prostitution, suicide, vagrancy, and graffiti**)

d. A conceptual built environment/public realm plan, representing the synthesis of the analysis and including a set of guidelines for urban design, landscape, open space, and streetscape treatments, with particular attention to the treatment of edges (both within and abutting the IOZ boundary) to achieve compatible transitions.

v. Neighborhood Engagement

a. A plan for ongoing community engagement that represents best practices, promotes collaborative problem solving around community concerns, fosters transparency, and identifies mechanisms for neighborhood feedback and institutional accountability;

b. A property management framework that identifies the institution's process for handling operational property issues with neighbors; (**graffiti policy, trash, cigarette butts, prostitution, vandalism, vagrancy, suicides**)

c. Strategies for assuring communication pertaining to property acquisition and disposition in surrounding neighborhoods;

d. A set of construction management principles, to apply to all institutional construction, that represent best practice, aim to minimize short- and long-term construction impacts on surrounding residents and businesses, and ensure a



clear communication strategy is in place in advance of construction.

(d) *Standards of Review.* The IDP shall:

1. Address all content requirements, unless explicitly modified by the Planning Authority or Planning Board;
2. Reflect the issues/topics identified in the required public process;
3. Demonstrate consistency with the city's Comprehensive Plan and the purpose of this ordinance;
4. Demonstrate how the property ownership, proposed growth, and requested Regulatory Framework relate to the institution's mission;
5. Demonstrate that traffic and parking impacts have been anticipated and that the proposed parking provision is justified as based on an assessment of options for reducing traffic and parking demands;
6. Outline an approach to open space, natural, and historic resources that supports preservation and enhancement.
7. Demonstrate that potential cumulative environmental impacts have been anticipated and can be minimized or satisfactorily mitigated;
8. Demonstrate that utility impacts have been anticipated and can be minimized or satisfactorily mitigated;
9. Reflect a comprehensive design approach that ensures appropriate transitions with the existing or future scale and character of the neighboring urban fabric;
10. Promote compatibility with existing or future uses in adjacent neighborhoods, maintain housing, and support local amenities;
11. Anticipate future off-site improvements that would support the integration of the institution into the community and city-wide infrastructure;
12. Conform with Portland's Historic Preservation Ordinance standards for designated landmarks or for properties within designated historic districts or designated historic landscapes, if applicable. When proposed adjacent to or within one hundred (100) feet of designated landmarks, historic districts, or historic landscapes, the IDP shall be generally compatible with the major character-defining elements of the landmark or portion of the district in the immediate vicinity; and



13. Incorporate strategies to support clear communication and ongoing public engagement between institutions and nearby neighbors.

(e) *Approval.* Upon finding that an Eligible Institution's IDP meets the standards of review, the Planning Board shall approve, approve with conditions, or deny an IDP.

(f) *Monitoring.* The IDP shall establish a schedule for reporting on IDP implementation at regular intervals of not more than ten years from the date of approval of the initial or amended IDP, and identify thresholds for IDP amendments;

(g) *Amendments.* An approved IDP shall guide campus development unless and until amended. If at any time the Eligible Institutions request minor amendments to an approved IDP, the Planning Authority may approve such minor amendments, provided that they do not constitute a substantial alteration of the IDP and do not affect any condition or requirement of the Planning Board. The applicant shall apply with a written statement of the proposed amendment and proposed amended IDP to the Planning Authority, whose decision as to whether the amendment is minor shall be final. Major amendments shall be reviewed by the Planning Board. When the IDP is amended, the baseline data in the IDP shall be updated as appropriate.

14-281. Regulatory Framework

(a) *Purpose.* The Regulatory Framework translates the IDP into a set of clear and specific zoning requirements for the IOZ that constitute the text and map amendments to the City's Land Use Code and Zoning Map. The zoning requirements are anticipated to include parameters that guide the growth and change of the institution as well as broad strategies to address potential impacts, with plans and details to be developed under site plan review.

(b) *Applicability.* The Regulatory Framework shall apply only to properties that are within the IOZ boundary and to which the Eligible Institution holds right, title, or interest. For these properties, the Institutional Overlay Zone shall supersede the underlying zoning, and all new institutional development shall be conducted in compliance with the Regulatory Framework and the approved Institutional Development Plan. Properties located within the Institutional Overlay Zone not subject to right, title, or



4-3-17 Final IOZ as recommended by the Planning Board to City Council

interest of the Eligible Institution shall continue to be governed by the regulations of the underlying zoning designation.

(c) *Uses.* Institutional uses, including hospitals and higher education facilities, shall be permitted, as shall uses that are functionally integrated with, ancillary to, and/or substantively related to supporting the primary institutional use, consistent with the applicable approved IDP.

(d) *Content.* The Regulatory Framework shall reflect the information and analysis of the IDP. The content shall be tailored to address the particular issues associated with the institution and its neighborhoods. The Regulatory Framework should be succinct and use tables and graphics as possible to address the following, if applicable:

1. *Zoning boundary of the IOZ:* The area to which the regulations apply, as shown on the zoning map, subject to other provisions of this ordinance (i.e. the map amendment to the City's Zoning Map);
2. *Phasing and schedules:* Requirements that relate to particular proposed phases; a chart showing the schedule or thresholds for submitting an amended IDP (or elements of an IDP, such as a Transportation Demand Management (TDM) Plan);
3. *Uses:* Clarification, as necessary, on permitted uses.
4. *Dimensional Requirements:* Graphics, sketches, or standards, including details for transition zones within the IOZ boundary;
5. *Transportation:* Elements such as TDM trip reduction targets or contribution to area-wide TDM measures; broad parameters for ensuring pedestrian, vehicular, bicycle and transit access and safety; parking ratios and management strategies; thresholds for access improvements;
6. *Environment:* The approach to the inclusion of open space and preservation of environmentally-sensitive areas;
7. *Mitigation measures:* The broad approach to identified mitigation measures, which would be addressed in greater detail in the site plan review process; thresholds for addressing deficiencies; goals for preservation/protection;
8. *Design:* Graphics and standards to clarify building placement and envelope (height and massing); guidelines for integration of site features; required treatments for transition zones and treatment for all edges (both within and abutting the IOZ boundary);



guidelines for establishing campus identity; and **(no detail!)**

9. **Neighborhood Integration:** Thresholds and strategies for neighborhood engagement; mitigation of impacts on neighboring properties, including construction impacts; buffering requirements; objectives for pedestrian linkages and safety; other requirements that address community concerns. **(no detail!)**
10. **Monitoring:** A schedule for regular monitoring reports on IDP implementation in accordance with the IDP.

(e) **Standards of Review:** The Regulatory Framework shall:

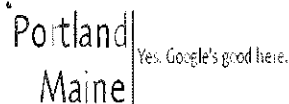
1. Be consistent with the Comprehensive Plan and the Institutional Development Plan;
2. Provide a clear zoning framework, using graphics and tables as appropriate, to apply to future site plan reviews;
3. **Provide specific regulatory statements as appropriate that respond to concerns raised during the required public involvement; and (construction mitigation)**
4. Outline measurable goals and thresholds for improvements or other actions identified in the IDP to be advanced in subsequent site plan applications.

(f) **Approval/Adoption.** The Planning Board shall review the proposed Regulatory Framework against the standards of review and make a recommendation on the institution's IOZ designation and Regulatory Framework to the City Council for adoption as part of this zoning ordinance.

(g) **Amendments.** A Regulatory Framework and IOZ boundary as adopted by the City Council shall remain in force unless and until amended. Amendments to a Regulatory Framework and/or IOZ boundary may be brought forth by the city or Eligible Institution. Amendments brought forth by the city will require a supermajority of the City Council to take effect. Proposed amendments to the IOZ boundary or Regulatory Framework shall be reviewed by the Planning Board and adopted by the City Council subject to the provisions of this ordinance.

14-282. Regulatory Frameworks of Eligible Institutions as adopted by the City Council

4/25/17 1st workshop item



PC 2 MMC-10Z

Jean Fraser <jf@portlandmaine.gov>

Comments re: Maine Medical Center IDP

1 message

Christian MilNeil <c.neal.milneil@gmail.com>

Tue, Apr 25, 2017 at 11:55 AM

To: Jean Fraser <JF@portlandmaine.gov>, Stuart O Brien <sgo@portlandmaine.gov>

Cc: Greg Jordan <gjordan@gpmetrobus.com>, "zbarowitz@gmail.com"

<zbarowitz@gmail.com>

Hi Jean and Tuck,

Please share the attached memo with the planning board as a public comment re: the Maine Medical Center IDP.

The tl;dr version: MMC's parking subsidies are roughly four times greater than its subsidies for transit riders. It's no wonder they've got a parking "problem" – they're spending millions of dollars to encourage their car-owning employees to get themselves stuck in traffic.

If the city's new Institutional Development Framework is to be successful, we, as a city, need to hold institutions accountable to bearing the full cost of their transportation policies. This plan falls far short of that standard: it harms the hospital's bottom line with grotesque parking garage subsidies, it harms the surrounding neighborhood with more pollution and traffic risk, and it does a disservice to METRO's capabilities.

The Planning Board has an excellent opportunity to help them find a better solution at a lower cost to everyone, and I look forward to following your progress.

Christian MilNeil

double u double u double u dot christianmilneil dot com

 **MMCIDPcomments.pdf**
80K

To the Planning Department and the Portland Planning Board:

The current IDP for Maine Medical Center proposes a massive investment in new parking garages – which, presumably, will be financed by the health care expenditures of you, me, and our neighbors.

As you know, structured parking is extremely expensive. The Maine Medical Center IDP strategy to manage parking demand includes asking employees to pay “no less than \$3 per paycheck” for a parking space (page 77) and continuing their current transit pass program (page 39).

Let’s break that down into a budget:

Subsidies for parking in the MMC IDP:

<i>EXPENSES</i>		
Annualized capital cost per space:	(\$1,605)	(based on a \$20,000/space capital cost amortized over a 20-year term at 5%)
Annual maintenance costs per space:	(\$500)	
<i>REVENUES</i>		
Annual employee payments	\$156	(assumes 2 employees per space, paying \$3 biweekly)
NET ANNUAL SUBSIDY PER PARKING SPACE	(\$1,949)	Total costs minus employee payments
NET ANNUAL SUBSIDY FOR DRIVING EMPLOYEES	(\$974)	Per-space subsidy, divided by two employees

Subsidies for transit in the MMC IDP:

<i>EXPENSES</i>		
Total cost of 49 10-ride METRO passes for one employee	(\$662)	\$13.50 per 10-ride pass, good for one week’s worth of commute trips
<i>REVENUES</i>		
Employee payments for 49 10-ride passes	\$392	
NET ANNUAL SUBSIDY FOR TRANSIT-RIDING EMPLOYEES	(\$270)	

Employees face a choice between paying \$156 annually for a parking space, or \$392 for transit passes. From the worker’s point of view, the cost of transit is more than double the cost of

parking, even though the hospital's *true* cost of parking is roughly double the cost of an annual transit pass.

It's no wonder Maine Medical Center has a parking problem – they're paying each and every one of their car-owning employees nearly a thousand dollars a year to make it harder for everyone else to find parking.

And please bear in mind that the hospital's fiscal costs of building and maintaining parking garages, as huge as they are, don't come anywhere near to matching the public costs of the additional traffic that those parking spaces generate:

- Kilograms of additional airborne toxics spewed into the neighborhood's air every day (in direct violation of the hospital's public health mission)
- Hundreds of potential work hours lost to additional traffic congestion
- Higher risk of traffic crashes, which lead to higher insurance rates
- Additional pavement maintenance demands on local streets.

These parking subsidies aren't just a bad deal for local health care consumers, they're a bad deal for Portland taxpayers.

I understand that the hospital's management is committed to car ownership and driving to work, and that is why they believe that parking is important.

But for the workers who are actually providing health care, spending long long hours in a stressful work environment, the idea of spending another hour every day doing the unpaid labor of a long commute is exceedingly unattractive. Many employees would welcome the opportunity to let somebody else drive them to and from work. Indeed, workplace satisfaction research suggests that providing those choices could be crucial to the hospital's ability to recruit and retain young workers.

If the city's new Institutional Development Framework is to be successful, we, as a city, need to hold institutions accountable to bearing the full cost of their transportation policies.

This plan falls far short of that standard: it harms the hospital's bottom line with grotesque parking garage subsidies, it harms the surrounding neighborhood with more pollution and traffic risk, and it does a disservice to METRO's capabilities. The Planning Board has an excellent opportunity to help them find a better solution at a lower cost to everyone, and I look forward to following your progress.

Yours,
Christian MilNeil
45 Smith Street

Western Prom Neighborhood Association
Comments re MMC IDP

4/25/17

I am Anne Pringle, speaking for WPNA and am part of the MMC Expansion Group, representing WPNA,

First, this is a tremendous piece of work, well-drafted and clearly-expressed.

Many of the comments and suggestions made by WPNA during the monthly Expansion Group meetings have been incorporated, so I will not reiterate them here. At last week's meeting, the Group reviewed all comment made on the draft IDP before you and I believe most of those made by WPNA will be incorporated in future drafts.

But I do want to note a few key issues for our neighborhood:

The TDM is a major project element and includes some creative approaches. And in particular, we appreciate the statement about finding ways to discourage employee on-street parking in our neighborhood. WPNA and others have suggested that cash incentives for not bringing employee cars to the campus need to be further explored, in order to limit the need for parking and reduce traffic.

Parking need is a major topic of concern for the neighborhood and we have had very open discussions in the Expansion Group meetings. While nothing is yet settled, as noted in the draft IDP, we really appreciate that MMC is actively exploring options to a massive parking structure within the IDP boundary. We do want to state, as we have to MMC, that WPNA opposes any plan to construct a multi-level parking garage on the Vaughan Street surface lot. We believe that such a structure would be incompatible with our residential neighborhood, would bring more traffic into the area, and that this valuable piece of real estate would be better used for hospital-related offices or housing for hospital residents or

employees.

And finally, we have identified five properties owned by the hospital in our residential neighborhood. These are inventoried in the IDP (page 24) and one of them, the Vaughan Street surface parking lot (the “South Lot”) previously noted, would be covered under “long-term redevelopment zones” (p.61). As you know, encroachment into residential neighborhoods has long been an issue of tension with institutions and the IDP should encourage reversal of past encroachment. Three of the five properties WPNA has identified (two mansions on the Western Prom and a carriage house operating as a maintenance garage on Chadwick Street) would be prime opportunities for redevelopment as housing. They should be part of a plan by the MMC to divest, capture their significant value, and reinvest the proceeds in hospital-related facilities in another suitable location. Perhaps the heading in the IDP should be “long term divestment opportunities”...

WPNA appreciates your consideration of these comments and again thanks MMC for its open engagement with its neighbors.

Another comment re: the MMC institutional development plan

1 message

Christian MilNeil <c.neal.milneil@gmail.com>

Thu, Apr 27, 2017 at 4:32 PM

To: "zbarowitz@gmail.com" <zbarowitz@gmail.com>, Stuart O'Brien

<sgo@portlandmaine.gov>, Jean Fraser <JF@portlandmaine.gov>

[From the Urban Land Institute, another approach that a nonprofit hospital might consider taking towards its parking policies:](#)

In 2010, the city council adopted Seattle Children's major institutional master plan guiding the expansion of the 250-bed hospital to 500 to 600 beds by 2030.

The master plan also required that the hospital reduce its employees' drive-alone rate from 40 percent to 30 percent by 2030. With a 72 percent drive-alone rate in 1995, the hospital had pulled out the stops to get the drive-alone rate down to 40 percent. In 2010, they promised to go even lower, despite a residential location served by only two bus routes and a light-rail station 1.5 miles (2.4 km) away.

Jamie Cheney, Seattle Children's director of transportation, knows that getting to 30 percent will take innovation and leadership. "The low-hanging fruit is gone; the mid-hanging fruit is gone," she says. Her zeal is not driven by state laws and city regulations—although those are important—but by the sobering reality that dollars spent on structured parking are dollars that will not be spent on restoring children to health. "Building surface parking is not the highest and best use of scarce land," she says. For each year the hospital avoids building structured parking—at \$60,000 a stall—they estimate a cost avoidance of \$25 million.

Seattle Children's opened the first phase of the expansion in 2013: 238,000 square feet (22,000 sq m) of clinical space with no net new parking. The second phase breaks ground in 2018 and will eventually add up to another 293,000 square feet (27,000 sq m) of clinical space with only 100 net new parking spaces. The hospital hosts up to 6,000 workers and 1,000 patients daily with only 1,400 parking spaces on campus.

One difference: the Seattle Children's neighborhood, Laurelhurst, has a population density of 5,910 people/sq. mile; as the article notes, only 2 bus routes serve their campus; the combined density of the West End/Parkside neighborhoods is about 8,700 people/sq. mile and MMC has got 8 regional bus routes with stops within 2 blocks of their campus.

Christian MilNeil

[double u double u double u dot christianmilneil dot com](mailto:double_u_double_u_double_u_dot_christianmilneil_dot_com)

Local Residents Concerns NOT Being Addressed by Portland Planning Department Re MMC Proposed Development

1 message

Karen Snyder <karsny@yahoo.com>

Tue, May 9, 2017 at 1:33 PM

Reply-To: Karen Snyder <karsny@yahoo.com>

To: Jeff Levine <jlevine@portlandmaine.gov>

Cc: Belinda Ray <bsr@portlandmaine.gov>, Saint John Valley Neighborhood Association <sjvna1@gmail.com>, Jean Fraser <jf@portlandmaine.gov>, Ian Jacob <iancasperjacob@gmail.com>, Paula Agopian <pagopian1@yahoo.com>, Planning Board <planningboard@portlandmaine.gov>, "planning@portlandmaine.gov" <planning@portlandmaine.gov>

Hi Jeff,

I have been to two MMC neighborhood workshops and 2 IOZ planning meetings and in all these meetings, I have consistently brought up the concerns of quality of life issues for the est. 300 residents that live around the MMC who would potentially have to suffer through this extremely long 5 to 20 year construction plan besides the out of context proposal for a 13th story parking garage at the corner of Congress and Gilman.

These concerns have not been addressed still by MMC or the Portland Planning Department or the Planning Board.

Can you please answer the below two questions.

1) How will the City of Portland planning department manage the quality of life concerns for local residents during a long term proposed MMC construction project: Quality of Life issues such as noise, vibration, foundation damage, dust abatement, etc.

When buying property, there is a level of expectation of enjoyment of his/her property and comfort within their residence. When one buys a property within city limits, there is a level of expectation of "development construction" but 5 to 20 years per MMC projections is unreasonable and damages the quality of life of residents.

As a landlord interviewing new tenants and they ask is this building a quiet street? It puts me as a landlord in an awkward position as how NOT to mislead these potential candidates which would be illegal. However, this awkward position that landlords on Gilman/Valley face would be directly caused by the Portland planning department's agenda.

Speaking from experience, I have all ready had to suffer through 3 years of a botched never ending renovation across the street from me on the East End and that was intolerable. To expect over 300 local residents to live through 5 to 20 years of construction is unacceptable.

2) It is rumored that the Planning department personnel actually went to MMC and encouraged them to do additional construction in order to develop the IOZ. Isn't this counter intuitive of a city's planning department to deliberately encourage quality of life issues for numerous residents and

especially a long term construction proposed projects? Where is the livability for these Portland residents that is considered in the Portland Planning Department's mission statement?

In conclusion, it is quite disconcerting to see the Portland city planning department avoid and evade answering quality of life concerns for local residents when your department's mission statement on the website specifically says the following: "The Planning and Urban Development Department promotes and plans for the future vitality, livability and prosperity of this remarkable city and all its people."

How is this specific situation livable for local residents?

I would appreciate a response to these questions that have been consistently asked and never provided a response.

Regards,
Karen Snyder
24 Gilman St.



May 15, 2017

Dear Mr. O'Brien:

The Portland Bicycle Pedestrian Advisory Committee (PBPAC) has reviewed Maine Medical Center's draft Institutional Development Plan and respectfully requests that the Transportation Demand Management plan be released as soon as possible.

The timely release of the TDM plan is critical to informing the proposed development, especially as it relates to parking demand, traffic routes, sustainability, connectivity, neighborhood livability, and congestion.

Furthermore, a complete and thorough TDM plan will allow for meaningful public review and input; and should take into account the integration of pedestrian, transit, and bicycle access to the facility.

Additionally, PBPAC recommends:

- o Comprehensive assessment of existing bus use (among patients and staff) and potential effect of increased frequency and expanded service
- o Full coverage of transit passes for employees and an easy program for obtaining passes
- o Consideration of Bike Share Program
- o Consideration of restoring two way traffic between I-295 & St. John Street
- o Funding towards increased frequency and extended hours of bus service (METRO routes 1, 8, 9A, and 9B)
- o Improvements to bus shelters (incorporation of transit tracker app information at shelter, heat, etc.)
- o Consideration of transfers for those using buses besides Routes 1, 8, 9A, and 9B

Thank you for your attention. If you would like to discuss this with members of PBPAC, we would be happy to arrange that.

Yours kindly,

Alex Pine, Vice Chair on behalf of PBPAC

The Portland Bicycle and Pedestrian Advisory Committee is an ad-hoc group of Portland-area residents working to make the city and region a better place to walk, bicycle, and wheelchair. We advocate and educate for bicycle, transit, and pedestrian issues, including handicap accessibility.

SJVNA requests and suggestions of MMC IDP

1 message

moses sabina <mosessabina@yahoo.com>

Tue, May 23, 2017 at 12:06 PM

Reply-To: moses sabina <mosessabina@yahoo.com>

To: Jean Fraser <jf@portlandmaine.gov>

Cc: Tuck O'Brien <sgo@portlandmaine.gov>, Garry Bowcott <garrybowcott@hotmail.com>,

Tim McNamara <stjohnvalley@live.com>, Spencer Thibodeau

<sthibodeau@portlandmaine.gov>, Sarah Martin <boccafe@hotmail.com>, Jenny

MacKenzie <jenabeat@hotmail.com>

Jean,

The following is a bullet point style "bucket list" of requests and suggestions for the MMC IDP for submission to the planning board.

To the Portland City Planning Board,

My name is Moses Sabina. I reside at 4 Gilman St. Members of our neighborhood association have collaborated on the following list of requests and suggestions for the MMC IDP for your consideration.

St John Valley Neighborhood Association Requests and Suggestions for MMC IDP

-

- Keep the zoning restriction to 65 feet for the Gilman Block.
- We support the partnership of MMC and East Brown Cow to build a parking garage behind the Atlantic Building
- Improve proposed community engagement strategy
 - In quarterly meeting MMC representative needs to be on a high enough level to engage in an informed discussion and answer all questions
 - Keep scheduled meetings. If the MMC rep can't attend, have a secondary rep who is informed and capable of answering all questions
 - Require city representative; city counselor, planning department
 - When neighbors and MMC are at odds, how will issues be resolved?
- Accountability and Enforcement improvements going forward. How will issues be resolved?
- Ensure that the area doesn't become an institutional desert / Deter crime and prostitution
 - Require retail along Congress and St John
 - Move the hospital retail (flower shop, gift shop, pharmacy) to the Congress St side to enliven the corridor when the entrance is moved
 - Open the pharmacy serve staff and public, and patients.
- Preserve treasured neighborhood institutions
 - Gathering spaces like Pizza Villa and Salvage BBQ are an integral part of the fabric of the neighborhood
 - Pizza Villa is a multi-generation family owned restaurant, having served Portlanders for over 50 years

- Salvage BBQ is a large family restaurant, and the only establishment hosting music events in the neighborhood
- When change occurs mixed use will remain in the area
 - Preserve night time activity. Retain businesses that are open after 6 pm.
 - Require the replacement of a business with a similar business. For example, a Class A license with a Class A license
- Neighborhood integration and transition on the design front- desire for expansion to be integrated with and preserving the integrity of the neighborhood, not to replace the neighborhood.
- Options to reduce the scope of the IOZ and impact on residential structures:
 - Redraw IOZ boundary. Include St John from Congress to Park Ave.
 - At worst, draw the IOZ partially blocks on the Pizza Villa and Salvage BBQ blocks, excluding Pizza Villa, Salvage BBQ, and the residential buildings.
 - Require that any residential that is removed be reestablished in the neighborhood
 - Require that MMC must develop its existing property (South Lot, Gilman Block) before acquiring new properties in the neighborhood.
 - Do not allow existing businesses and residential buildings after MMC acquisition to exist in a demolished or vacant state, or used as surface parking lots until MMC is ready to build on the site.
- More specificity in the construction management framework with types of mitigation that will be available if necessary,
 - Require baseline engineering readings to accurately measure impacts on foundations
 - Require concepts for construction buffering, sound mitigation plans etc.
 - Require a plan to compensate neighboring businesses for any significant loss of business, and residential property owners for loss of tenants and rent reduction.
 - Require a standard for the upkeep of layout areas

Respectfully submitted,

Moses Sabina

From: **moses sabina** <mosessabina@yahoo.com>
Date: Tue, Aug 1, 2017 at 4:22 PM
Subject: Fw: Hot Suppa, 703 Congress Street, Rear Yard Setback
To: Jeff Levine <jlevine@portlandmaine.gov>, Jeff Levine
<jmy@portlandmaine.gov>
Cc: Alec Sabina <hotsuppa@hotmail.com>, Evan Carroll | Bild Architecture
<evan@bildarchitecture.com>

Hi Jeff,

Thanks again for walking the neighborhood with us last week. It was revealing to hear some of the things that would and would not make St John Valley attractive to a residential developer. I'm excited to begin the process of actively seeking developers for the beneficial growth of the neighborhood.

I agree with your idea that it is important for the city to get MMC to commit on paper the blocks that they've been planning to develop for some time; their previous attempt to buy the Sportsman lot, and the foothold parking lot they have on the Villa block certainly indicate their interest in those properties. I was optimistic that the new IOZ process would first force MMC to put their intentions in writing, and then open those boundaries up for discussion and compromise with the neighborhood. To my disappointment, however, the process has not resulted in MMC drawing alternative boundaries or compromising on their proposed boundaries in any way. This will set the precedent that an institution can draw its ideal boundary, gain planning board approval with no push back, and the objections of the neighborhood are ignored. Is this the new standard for institutional growth in the city? I fear that this property value engineering could impede any other development, because property owners are going to wait to sell to MMC for top dollar. While I admit that new IOZ boundaries opened up the possibility of relocating the employee garage, I would highlight that the real achievement there was arriving at a superior alternative to a very stupid idea by listening to all concerned parties. I believe that we can achieve more mutually beneficial outcomes if the neighborhood voice is heeded again..

I wanted to circle back on our discussion about Hot Suppa expansion and zoning, and connect you in to the thread with Ann Machado and our architect Evan Carroll. I'm hoping there's a way to get this done, and appreciate you looking into it. Thanks, Moses



Helen Donaldson <hcd@portlandmaine.gov>

MMC Submission for 8/8 Planning Board

Zack Barowitz <zbarowitz@gmail.com>

Sun, Aug 6, 2017 at 11:14 PM

To: "Alexander M. Green" <AGreen@mmc.org>

Cc: Tuck O'Brien <sgo@portlandmaine.gov>, Jennifer Munson <jmy@portlandmaine.gov>, "Donaldson, Helen" <hcd@portlandmaine.gov>, Jean Fraser <jf@portlandmaine.gov>, Barbara Barhydt <bab@portlandmaine.gov>, "Alkan, Basak" <Basak.Alkan@perkinswill.com>, Jeffrey Sanders <SANDEJ4@mmc.org>, Mark Harris <HARRIM6@mainehealth.org>, "Penelope E. St Louis" <STLOUP@mmc.org>, Walter Pochebit <POCHEW@mmc.org>, Anne Pringle <oldmayor@maine.rr.com>, Carrie Losneck <closneck@gmail.com>, Dennis Morelli <MORELD@mmc.org>, Emma Holder <pna@parksideneighborhood.org>, Garry Bowcott <garrybowcott@hotmail.com>, Ian Jacob <iancasperjacob@gmail.com>, "Lin (linparsons@maine.rr.com)" <linparsons@maine.rr.com>, Michael Patterson <michael.patterson@martinspoint.org>, Michael Patterson <mchljprrsn@aol.com>, moses sabina <mosessabina@yahoo.com>, Spencer Thibodeau <sthibodeau@portlandmaine.gov>, Tim McNamara <stjohnvalley@live.com>, Trevor Watson <trevorewatson@gmail.com>

Jennifer et. al.;

Please find my comments on the IDP below. I apologize for any errata as I have been a little pressed for time, this memo obviates my previous submission as it is much more extensive. I have not reviewed the Regulatory Framework but I hope to before the August 8th meeting.

Thank you,

Zack

Notes on IDP for Planning Board Review, August 8 2017

As the Institutional Development Plan is coming before the Planning Board on 8/8. I am happy to say that some progress has been made:

- The 13-story parking garage that had been proposed on the corner of Congress and Gilman has been relocated to a better and more equitable location situated behind the Eagles Club on the west side of Saint John Street [NB This now puts a section of the IOZ in District 3/Libbytown.]
- After initially rejecting the idea of street level retail along Congress Street; MMC now has incorporated this concept into its plan.

Both these development have made for a stronger proposal which have great benefits for MMC, the neighborhoods, and the city as a whole. However, there are still several areas where improvement is still needed which I have outline below but a few notable examples include:

- The traffic plan is not present and needs to be more fully developed
- The TDM which is supposed to reduced the automobile traffic actually includes a tremendous incentive for parking by charging employees only \$6/month; nor does it seem to do enough to encourage pedestrian access for proximate residents.
- The plan calls for significant encroachment into the neighborhood/abutting properties, notbably the Pizza Villa block, Salvage BBQ, the "old Sportsman's lot," among others.
- MMC should consider lots and locations along the southern end of Saint John Street like the area already in the IOZ behind 222 Saint John to the Eagles' Club. This vast parking area and existing building gives the hospital ample space for medical/administrative facilities in addition to parking and the planned annexation of 222 Saint John.
- I could not find reference to plans for the Forest Street garage. Is there a plan for it?

COMPLIANCE WITH COMP PLAN

P. 7 “Economic Growth” - MMC lists “parking availability” as being compatible with economic growth, which seems a dubious claim.

P.7 “Transportation” - The language is very weak in this section, for example it says that the TDM is a joint responsibility of MMC and the City “which will take years to address.” I would like to see a shorter, more specific timeline.

TRANSPORTATION PLAN

P.17 The issue of patient parking is ambiguous. Do patients drive themselves to the hospital and then get admitted for extending stays? What happens to their vehicle in that time? Would MMC pay patients to arrive via taxi, Uber, or Lyft within a certain geographic radius?

P.18 Congress Street and the I-295 west bound off-ramp (the one near Denny’s) should be listed among the high crash locations (HCL) as not only is the crash rate extremely high but it is also an ambulance route.

P. 22 9% of employees use the “Get on Board” program which is pretty low considering the number who live nearby. The proposed 1.5% increase seems a modest goal.
[note: “Complementary” is misspelled on this page].

P.23 How much is the discount for the bus tickets? It should be upwards of 75%

P.24 \$6/month for parking ENCOURAGES single passenger motor vehicles and should not be part of the the TDM or any other plan.

P.24 In addition to carpooling, MMC should consider a ‘Walkpool’ program, they may use the Portland “walking school bus” as a model.

P. 34 There is reference to page 51 but my document has only 43 pages. This happens several times.

DESIGN

P. 34 States that the City encouraged the hospital to identify key parcels outside the (current), this much to the chagrin of residents and neighbors of said properties; and seems somewhat irregular.

P. 36 Retail Space. IDP states: “to the extent possible, given programmatic needs . . .” This is pretty weak language on an important amenity.

I propose - Guidelines for retail frontage. The design guidelines for the retail frontage should include both quantitative and qualitative standards. Examples of the former would include: % of total frontage, min square footage, specificity of location (i.e., across from Weymouth Street, between Gilman and Saint John.

Qualitatively, the location of the retail should be synergistic to existing retail (e.g., La Bodega), and the pedestrian link between Bramhall Square and Saint John Street. The retail should be complementary to the hospital's and neighborhood needs such that a restaurant, coffee shop, florist, pharmacy, grocery, child care, First Care/community health, and gift shop would qualify while an automotive supply not.

P.36 Calls for "slip resistant surfaces, such as concrete" this is weasel word language to allow MMC to install a cheaper sidewalk material (such as concrete) instead of more costly slip-resistant brick.

P.37 Under safety features, a 24 hour retail could add full-time eyes on the street.

P.37 States that the Congress Street building will be "pulled (set) back to the extent possible." Can we be more specific? No one wants Congress Street to turn into a canyon. The north facing orientation and winds are already challenges.

P.37 The idea of a glass building with light emanating from it 24/7 could look nice but it is a serious hazard to birds.

ENGAGEMENT

P.39 The composition of the groups presents several challenges. As District 3 is now in the IOZ then the District 3 City Councilor should be a member of the group. I also think At-Large Councilors should be invited.

It is also problematic that Portland does not have official Community Boards but must instead rely on an informal network of neighborhood organizations each with their own membership and organizational structure.

Minute taking: Meetings should be recorded and transcribed or be taken by an independent 3rd party.

[Quoted text hidden]

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[207-838-6120](tel:207-838-6120)

[917-696-5649](tel:917-696-5649)

ZacharyBarowitz.com

ATTENTION:

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Helen Donaldson <hcd@portlandmaine.gov>

Fwd: Planning Board Workshop August 8, 2017

Jean Fraser <jf@portlandmaine.gov>

Tue, Aug 8, 2017 at 1:35 PM

To: Barbara Barhydt <bab@portlandmaine.gov>, Helen Donaldson <hcd@portlandmaine.gov>, sgo@portlandmaine.gov

Sent from my iPhone

Begin forwarded message:

From: stjohnvalleyneighborhood <stjohnvalley@live.com>

Date: August 8, 2017 at 11:16:51 AM GMT-4

To: "jf@portlandmaine.gov" <jf@portlandmaine.gov>

Cc: stjohnvalleyneighborhood <stjohnvalley@live.com>

Subject: Planning Board Workshop August 8, 2017

Hello Jean,
Hope you are enjoying your summer!

Please submit this for tonight's Planning Board Workshop.

To The Planning Board:

I request that the following questions be asked and answered during tonight's workshop:

Does the City Planning Division or any member of City staff, committee or individual employee have a copy of the Gorrill Palmer traffic analysis referenced on page 54 of the IDP?

If the City has this report, how would a member of the public go about viewing it?

Thank you,

Tim McNamara

251 Valley Street Portland.



Helen Donaldson <hcd@portlandmaine.gov>

Planning Board

Sarah Martin <BOCCafe@hotmail.com>

Tue, Aug 8, 2017 at 4:08 PM

To: "hcd@portlandmaine.gov" <hcd@portlandmaine.gov>, "jmy@portlandmaine.gov" <jmy@portlandmaine.gov>

Dear Planning Board,

I am writing with serious concerns about what will happen when the hospital begins buying up property in my neighborhood for medical office or clinical use.

Neighbors of the St John Valley area have worked hard to create a vibrant and safe neighborhood. We are just starting to gain momentum.

We have seen businesses arrive like Salvage BBQ and Bunker Brewing. We've seen extensive improvements take place at the Inn at St John and our streets have become more and more "peopled" with visitors, workers and residents.

People are out and about and our neighborhood is slowly becoming part of the vibrancy of upper congress through the Arts District.

People are heading down the hill to our neighborhood like never before.

The purchase of two major blocks in this small neighborhood for use without a restaurant or retail on the ground floor would be devastating and has the potential to turn the area into a medical wasteland where buildings are dark and empty after seven o'clock and vagrancy and crime flourish.

There is great distrust between the hospital and much of this neighborhood.

We realize the hospital has no interest in becoming landlords.

However, if the hospital were to partner with private ownership, medical office buildings could be constructed as condominiums where ground floor retail could be purchased prior to construction.

My question I would like to see before the planning board tonight is this:

If expansion by the hospital outside their footprint is allowed, can language be included in the regulatory framework requiring any construction proposed by MMC to include ground floor retail space either for sale to private investors or leased and operated by the hospital at market rent?

We are simply asking that we be allowed to enjoy the same quality of life as those who are not subject to the ever expanding presence of a giant institution and the potential loss of housing , retail and attractions that any healthy neighborhood requires.

Thank you and I look forward to hearing the answer to my question.

Thanks,

Sarah Martin Valley Street



Helen Donaldson <hcd@portlandmaine.gov>

Fwd: Noise associated with Surgical Unit addition to Maine Medical Center

jmy <jmy@portlandmaine.gov>

Wed, Sep 6, 2017 at 3:50 PM

To: Stuart O'Brien <sgo@portlandmaine.gov>, Barbara Barhydt <bab@portlandmaine.gov>, Jean Fraser <jf@portlandmaine.gov>, Helen Donaldson <hcd@portlandmaine.gov>

On Wednesday, September 6, 2017 at 3:44:15 PM UTC-4, Anne G. Peters wrote:

Dear Members of the Board,

I own a single family house located at 31 Bramhall St. I am writing about an issue that apparently was overlooked when MMC added their Surgical Unit several years ago. Late in the construction process, multiple tall, metal exhaust (?) pipes and massive air handling units were added to rooftops and ground level locations immediately across from the historical houses on Bramhall Street. I speculate that this noise generating issue might have been overlooked, due to a discussion I had with Portland's then Planning Director and a MMC Facilities Executive - prior to the vents becoming operational. Neither gentleman had any knowledge of the ventilation portion of the Surgical expansion. (I had the conversation at MMC while attending a meeting to address the increase in smoking/smoking litter in the neighborhoods surrounding MMC, following implementation of their Smoke Free Initiative.) When the ventilation system became operational, Maine Med's noise generation along the interface with my residential area doubled or possibly tripled.

So fast forward to this summer when there was plenty of lovely gardening and porch weather! Unfortunately it is not very pleasant to relax outside my home because of the incessant dull roar from across the street, which can be heard from quite a distance. I suspect any "solution" at this point would have to be remedial, such as insulation or baffles, but I would like to have that discussion. Perhaps simultaneously, the board could address the unsightly nature of the structures - just think of Barber Food's rooftop for your "visual". Lastly, noise generation impact may also be part of the newest MMC expansion plans. Although construction would center on Congress Street, ventilation system placement may impact residential neighborhoods quite a distance from Congress St., just as the Surgical Unit expansion impacted my neighborhood.

Thank you for your time and consideration.

Sincerely,

Anne Peters

Anne G. Peters, LCSW
31 Bramhal St. Portland
207-799-0092
peterslcsw@aol.com

Planning board MMC IDP 9/26

1 message

Moses Sabina <mosessabina@yahoo.com>

Mon, Sep 25, 2017 at 11:51 AM

To: jf@portlandmaine.gov, sthibodeau@portlandmaine.gov

Hi Jean. Would you please let me know you get this? Thanks! -Moses

To the Portland Planning Board:

My name is Moses Sabina; I live at [4 Gilman Street](#).

The IDP needs to offer protection to the neighborhood in two ways. The first is that it needs a commitment to retail. The neighbors have asked the planning board for quantitative requirements for retail, and that is not reflected in this draft. We've asked for a one-for-one replacement, meaning if MMC purchases and removes a building that houses a restaurant with a class A license and a measured footprint (parking included), that will be replaced with a restaurant of the same license and size.

Requiring that night time gathering spaces are replaced in kind is crucial for the neighborhood because it keeps the streets activated after 6 pm. The Congress Street corridor from St John Street to Walker Street in the West End is rife with pimps and prostitutes. I know because I travel it every day. Ask any member of our police force if you don't think that's true. Our area is also prone to absentee landlord owned apartments that are hives of drug activity; I had such a hive two doors down from my house this summer and it took three months of every neighbor dutifully reporting every terrible thing that happened there to the police in order to get those tenants out. We need active store fronts at night to keep eyes on the street. I've personally witnessed the benefit of activating a corridor at night around my own business, Hot Suppa, on Congress Street; walking feels much safer since businesses like mine, Local 188, Tandem, The Roma, and Bramhall Pub have been open at night on that stretch. Now imagine what walking Congress Street near MMC at night would be like without the vitality of businesses like Salvage BBQ and Pizza Villa.

Consider the vulnerable populations who live in the St John Valley neighborhood; we have two housing first models at The Florence House and Logan Place, mental facilities and housing at Shalom, several sober houses, families attending Sea Dogs and Red Claws games, events at the Expo, the ice arena, and Fitzpatrick Stadium who eat and park in the neighborhood, not to mention visitors and employees of the hospital. Consider the allure that night time gathering places have on people looking to buy owner occupied housing, or rent apartments. Consider the appeal to future housing development. Consider the strain on our police force to patrol all the crime a medical wasteland would attract after dark. The neighborhood needs night time vitality so it does not invite predators.

This draft of the IDP (pg. 118-119) does not protect the neighborhood from going dark at 6 pm. It doesn't commit to a one-for-one replacement for restaurant gathering spaces. It doesn't commit to a percentage of the ground floor that will be used for retail or parking for such retail. It doesn't identify potential retail on the Gilman block, or on the St John street side of the Pizza Villa block. It actually doesn't even guarantee that there will be retail at all. It's just a few colored lines that illustrate frontage that is most suitable to retail. That's it. For all the talk of activating the corridor, MMC has committed to nothing.

"Fig.5.16 on page 119 illustrates potential locations of blank walls along the Congress St frontage, as well as Congress St frontage within the IOZ that is deemed to be most suitable for community-oriented uses / retail. All other areas are intended to be activated through the use of building entrances and windows into ground floor uses. The actual location of future commercial / retail uses will depend on building design as well as market demand for such uses." Pg. 118-119

I think MMC doesn't want restaurants in their buildings, and certainly not the kind that serve alcohol. We can't leave it up to MMC to decide what is right for the neighborhood based on building design and market demands; we've seen how that has played out in the past. Please make the IDP a contract with teeth to protect the gathering spaces and night time safety of the neighborhood. It would be an irreversible and egregious mistake to believe that in 10-15 years MMC is going to construct buildings on the Salvage or Pizza Villa blocks and voluntarily set aside enough space for the kind of retail that would truly benefit the neighborhood. I suggest that if you are going to green light MMC to purchase entire blocks in the neighborhood, the least you can do is

require that the entirety of the ground floor of those blocks is committed to retail and parking for that retail.

The second way the IDP needs to offer the neighborhood protection is to require MMC to develop the properties that they already own on the South Lot and Gilman block before being allowed to purchase other properties in the IOZ. This seems like common sense based on tax-generating property versus non-tax-generating property. This IDP offers no protection from MMC purchasing all the properties in the IOZ as soon as this all passes city council. The neighborhood would suffer greatly if MMC were to purchase properties and let them go dark, or turn them into surface lots until such time when enough properties were acquired to develop the full block.

In summary, the two questions I'd like answered and discussed are:

1. Why have you not required a quantitative retail commitment, such as the idea of one-for-one, in the IDP?
2. Why have you not required in the IDP that MMC develop the properties that it already owns before purchasing other properties in the IOZ?

Letter to Planning Board about hospital expansion

1 message

Curt Fletcher <curtfletcher@gmail.com>
To: jf@portlandmaine.gov

Tue, Sep 26, 2017 at 7:31 AM

Planning Board
City of Portland Maine
September 26, 2017

Planning Board,

I'm Curt Fletcher and I live at [851 Congress Street](#).

When I moved to this neighborhood several years ago it was almost a very temporary stay. As a single adult I wanted to be on the peninsula to have access to entertainment, restaurants, and daily necessities, but this neighborhood was pretty rough. I really thought I had made a mistake experiencing the daily routine of police, vagrancy, and street prostitution. About halfway through my first year's lease I started to sense a change happening. I'm a busy guy and never really looked into why things seemed better but they just did. Less cops visiting houses on either side of me, landscaped traffic dividers popped up on Valley and St John streets, less trash on the street, and fewer dark spots in driveways and doorways up the Congress Street way.

After several months of frequenting some of the local spots like Margaritas and Salvage Bar-B-Q I started to meet great locals and people who worked in the neighborhood. I was really finding a home here. Checking the real estate prices I actually considered buying into the neighborhood with a multi unit on Valley or further down on St John. I found out very late about the hospital's plans to buy the properties that housed my new favorite spots. These are the spots where I and many others meet to eat, socialize, talk sports and politics, talk about who's hosting the next cookout, and just connect as Portlanders. It's these people and these venues that make this area attractive. Without them and the nightlife and culture that comes with them, I fear that this neighborhood will revert back to the way it was my first year here. If all these places go away, I fear the neighborhood will be even worse than when I moved in. Please figure out a way for the Planning Board to save our beloved restaurants and not let this neighborhood turn into a giant urban office district that goes quiet every night at six o'clock.

Thank you.



Garry Bowcott

8 A Street
Portland, ME 04102
garrybowcott@hotmail.com

September 26, 2017

Dear Planning Board,

I am writing to you in response to Maine medical Center's IDP submission, specifically their traffic study conducted by Gorrill Palmer.

Firstly I would like to commend MMC for listening to neighbors and concerned citizens regarding the originally proposed 13 story parking structure at Gilman and Congress. This plan made no sense for MMC or the St John Valley neighborhood and I'm thankful that common sense prevailed!

With regards to the Traffic Study, it states "relocating employees from the existing garage to the 222 St. John Street parking garage project is anticipated to decrease traffic volumes at the intersection of Congress Street with Valley Street by up to 14.2% for all peak hours with the exception of the PM peak hour of the proposed garage".

Why did the Gorrill Palmer traffic study focus on the intersection of Valley and Congress and not include Valley and A or Gilman and A? They should be focusing the traffic study on the intersection of A and Gilman or Valley and A to accurately account for the large volume of traffic that enters the employee garage via Valley and A Street. There are large volumes of traffic that enter the garage each day without crossing either of the intersections they included the study. In addition, **the traffic study states "Trip counts were increased by 1.1% on St John and 11.4% on Congress St to account for peak summer traffic volume". Can someone from Gorrill Palmer please explain how they arrived at these numbers? As a resident of this neighborhood I can tell you first hand that 11.4% does not come close to the difference between December and July traffic volumes.**

Sincerely,

Garry Bowcott



Helen Donaldson <hcd@portlandmaine.gov>

Fwd: For Planning Board Public Comment Sept. 26.

Jean Fraser <jf@portlandmaine.gov>

Tue, Sep 26, 2017 at 3:04 PM

To: Helen Donaldson <hcd@portlandmaine.gov>, Tuck O'Brien <sgo@portlandmaine.gov>, bab@portlandmaine.gov

Cc: James Dealaman <jdealaman@portlandmaine.gov>

As for the last one - this is #38

Sent from my iPhone

Begin forwarded message:

From: Caitlin Cleary <ccleary091@gmail.com>

Date: September 26, 2017 at 1:58:57 PM EDT

To: jf@portlandmaine.gov

Subject: For Planning Board Public Comment Sept. 26.

September 25, 2017

Dear Planning Board Members,

My name is Caitlin, and I live at 251 Valley Street.

I recently heard of the hospital's plan to buy up property in my neighborhood. My neighbor informed me of which properties the hospital wanted and I was shocked. I've never written a letter like this before, but I'm that concerned.

Maine Med wants to purchase restaurants and apartment buildings? I feel like our street is being swallowed by the hospital.

We didn't move to the West End to live in a neighborhood full of office buildings. We moved to Portland because of its great reputation in the food and beverage scene, nightlife, and the energy of this growing city.

With hefty student loans we were thrilled to find an affordable rent on Valley Street. We love this neighborhood, especially for having so many restaurants and shops within walking distance.

If this neighborhood turns into blocks of office buildings and parking garages, we would feel pushed out of the street we love.

I really hope the hospital can still expand without taking over existing restaurants and apartments.

Please consider that I am just one of many friends and coworkers who feel this way.

Sincerely,
Caitlin



Helen Donaldson <hcd@portlandmaine.gov>

Fwd: Sarah Martin Planning Board Letter

Jean Fraser <jf@portlandmaine.gov>

Tue, Sep 26, 2017 at 3:08 PM

To: Helen Donaldson <hcd@portlandmaine.gov>, Tuck O'Brien <sgo@portlandmaine.gov>, Barbara Barhydt <bab@portlandmaine.gov>

Cc: James Dealaman <jdealaman@portlandmaine.gov>

As before

(I am out of the office until 5 pm)

Sent from my iPhone

Begin forwarded message:

From: Sarah Martin <BOCCafe@hotmail.com>

Date: September 26, 2017 at 2:32:54 PM EDT

To: "jf@portlandmaine.gov" <jf@portlandmaine.gov>

Subject: Sarah Martin Planning Board Letter

To Portland Planning Division,

Please add my letter to the public comments for the planning board hearing tonight.

Thank you,

Sarah Martin

To The Planning Board,

I submitted the following question in writing prior to the August 8 PB workshop and my question was apparently unclear.

"If expansion by the hospital outside their footprint is allowed, can language be included in the regulatory framework requiring any construction proposed by MMC to include ground floor retail space either for sale to private investors or leased and operated by the hospital at market rent?"

I should have been more clear in identifying "expansion" as development resulting in the elimination of existing businesses. My intent was to add language to the Regulatory Framework requiring the hospital to replace any lost retail or restaurant in the event they develop properties currently outside the footprint.

The chair remarked that she was "not entirely sure" what I was referring to by footprint.

When we refer to the "footprint" we are referring to the boundaries outlined in the current Conditional Rezone agreement.

1. MMC will restrict any further expansion of its uses¹ in the Western Prom/ Parkside/ Gilman Street neighborhoods to

the property specifically included in the following defined Campus² :

The language found on page 5 of the Regulatory Framework is far too vague to ensure that this neighborhood will not lose existing gathering spots once the hospital purchases properties within their new boundaries. "To the extent able" is a qualifier that removes any compulsion for the hospital to act.

Page 5 Regulatory Framework:

Mixed Uses:

In recognition that Maine Medical Center is part of a mixed-use area of the City, with

important existing services and businesses that serve the local and wider community, healthcare facility development fronting onto Congress Street and St. John Street shall activate the public realm, to the extent able, with uses such as service and retail/restaurant, landscaping, active building entrances, pocket parks, etc, on the ground or other publicly accessible level, consistent with the design intent contained

in the approved Institutional Development Plan.

We would like to see this paragraph modified to the following:

Maine Medical Center is recognized as part of a mixed-use area of the City, with

important existing services and businesses that serve the local and wider community. If Maine Medical Center is to develop any future healthcare facility, on Congress Street or St. John Street, and that development results in the elimination of existing retail or restaurant businesses, the hospital shall be required to offer the similar square footage as that business being eliminated, on the ground floor of this new development either for sale or lease at market rate to private investors and shall allow use of that ground floor space for the same type of business having been eliminated.

To clarify my question, this would only apply to development that would eliminate existing businesses. We're not asking for every square inch of new development to include retail. Simply if the hospital buys a property and eliminates a business, we want the opportunity to see that business replaced.

That language protects our neighborhood by allowing real estate to be made available at market rates to replace businesses like Salvage BBQ, Pizza Villa, Margaritas Restaurant and The Eagles Club, that may be eliminated as a result of the hospital expansion.

Additionally the August 8th workshop included questions by a Planning Board member as to the presence of any residential units that might be impacted by hospital expansion. I was surprised that at this point in the process, neither the planning board, planning staff or the hospital could come up with the number of units or residents that will be impacted by hospital expansion into the new boundaries.

There are nineteen residential units and at least forty people who will be forced to move in the event the hospital purchases and develops on the proposed blocks.

I would also like to ask that the City come up with some commitment or language that would require any housing replacement funds paid by the hospital to the city be earmarked to be spent in this neighborhood.

Sarah Martin

251 Valley Street

Portland, Maine 04102

1 “Future expansion of its uses” shall mean new construction of building(s) and or conversion of existing uses (including residential uses) into hospital related uses and the like. It shall not mean the occupancy of an existing building which contains a legally conforming medical related use.

2 This provision shall not prohibit MMC from expanding or building in other areas of the City if permitted by zoning.



pb letter from sarah september 26.odt
30K



Helen Donaldson <hcd@portlandmaine.gov>

Fwd: Maine Med IDP - Public Comment 9/26

jdealaman <jdealaman@portlandmaine.gov>
To: Helen Donaldson <hcd@portlandmaine.gov>

Tue, Sep 26, 2017 at 3:03 PM

On Tuesday, September 26, 2017 at 2:21:20 PM UTC-4, Laura Cowie wrote:

Good afternoon,

My name is Laura Cowie. I live at [4 Gilman St](#) in Portland. I'm a small business owner in opposition to Maine Medical Center's proposed expansion.

What the city of Portland needs now more than ever is affordable housing and locally owned small businesses that generate tax revenue. My main concern with Maine Medical Center's current plan is the destruction of 3 Portland businesses- Pizza Villa, D'Angelos, and Salvage BBQ, as well as the 20 units of housing that will be destroyed if this IDP is put into place as written.

I ask the planning board, why not require the hospital to replace the 20 housing units and businesses as part of the design of their new buildings? I can only assume it is because the city's last attempt to ensure that a Maine Medical Center expansion benefited the entire city of Portland backfired so spectacularly. I'm referencing the requirement that Maine Medical Center build retail space on the ground floor of their last expansion project on Congress street. The hospital built the "retail space" with dirt floors and had no intention to rent the space to any tenant ever. That retail space has sat vacant for almost 10 years.

I ask the planning board: how will this IOZ expansion enrich Portland? It will pave the way for medical offices- offices which could exist anywhere in the state- and which will sit empty every single night. How will vacant medical offices occupying prime Portland real estate enrich my community the way that tax-paying businesses like Pizza Villa and Salvage BBQ do?

I now ask the planning board directly: How can you justify the loss of 3 successful businesses and 20 units of housing without including specific language in the IDP that requires they be replaced by Maine Medical Center in some quantitative way? I believe the language needs to be clear because MMC has already proven their ability to subvert city mandated requirements put in place to benefit my neighborhood. And I believe that without firm language holding them to their word the hospital's "promises" are just as empty as those retail space on Congress street.

Thank you for you time. I look forward to your response to my question.

Laura Cowie
[4 Gilman St.](#)
[Portland, ME](#)
[04102](#)

--

Laura Cowie
Cofounder, [Unwritten Roads](#)
(207) 272 - 7305



Jennifer Munson <jmy@portlandmaine.gov>

Fwd: Maine Medical Center IOZ

Jean Fraser <jf@portlandmaine.gov>
To: Jennifer Munson <jmy@portlandmaine.gov>

Wed, Oct 18, 2017 at 11:53 AM

From: Brian Stickney <bjstick@gmail.com>
Date: Tue, Sep 26, 2017 at 6:44 PM
Subject: Maine Medical Center IOZ
To: jf@portlandmaine.gov

Hello Jean,

My name is Brian Stickney and my wife and I own and reside at 10 A St. We are deeply disturbed to learn that Maine Medical Center is looking to expand outside of their IOZ despite having plenty of unused and under-utilized property within their existing footprint. It is no secret that the St. John Valley Neighborhood has struggled to find its' identity with the same recent success as neighborhoods like East Bayside, The East End, and Parkside. There are some bright spots, however. Pizza Villa has been a mainstay in this neighborhood for over fifty years. Salvage BBQ has been responsible for making this neighborhood a destination after 5PM. There are also numerous long time residents that would be force to leave the last "affordable" neighborhood on the peninsula should their properties be consumed into the "Medical District."

The residents here do not want a "Medical District." We want a vibrant community that will continue to attract the same great people that other neighborhoods in Portland have been gathering. To do this we need to have establishments that people want to go to and housing for those that live here. This neighborhood can easily be the next East Bayside if given the chance to flourish. Please don't allow us to be hamstrung in the interest of Maine Medical Center's "future growth" when there is already plenty of growth that can be attained in their current footprint.

Thank you for taking the time to listen to our concerns.

Regards,

Tricia and Brian Stickney
10 A St.

--
Jean Fraser, Planner
City of Portland
874 8728



Institutional Development Plan





Institutional Development Plan

FINAL / October 9, 2017

Submitted to Portland City Council for Review

This document is valid until superseded by an approved update.

About This Plan

DATE: October 9, 2017

STATUS: Final / Submitted to Portland City Council for Review

Maine Medical Center (MMC) applied in January, 2017 for a zoning amendment to create an **MMC Institutional Overlay Zone (IOZ)** to allow MMC to modernize and expand their Bramhall St campus. The IOZ ordinance that provides the framework for this zoning was enacted by the City of Portland Code of Ordinances effective May 31, 2017.

The IOZ requires eligible institutions to submit an **Institutional Development Plan (IDP)**, a stand-alone document that describes the institution's tentative plans for the future, in addition to a **Regulatory Framework**, a land use code component that establishes the parameters to allow each institution to grow as envisioned in the IDP. The IDP and Regulatory Framework are institution-specific supplements to the more general provisions provided in the IOZ ordinance, and designed to provide a full list of variances from underlying zoning that are adopted by the Portland City Council.

Since January, MMC has met weekly with members of the neighborhood associations and City staff from Planning and other departments, to develop its IDP. This IDP was approved and the accompanying Regulatory Framework was recommended for approval to the City Council by the City of Portland Planning Board on September 26, 2017.

Once approved by the City Council, the MMC Regulatory Framework will establish the boundary for the MMC IOZ and provide zoning requirements that govern MMC's long-term development within the IOZ. Individual projects proposed by MMC in the IOZ in the future for such properties will be reviewed for zoning compliance with the MMC Regulatory Framework and any underlying zoning requirements that are not superseded by the IOZ.

This document was prepared for MMC by Perkins+Will with input from MMC, VHB, Gorrell Palmer, Sebago Technics, Colliers, Turner, and HeliExperts International. MMC would like to thank its neighbors in the Western Promenade, St John Valley, Parkside, West End, and Libbytown and the City of Portland for their contributions to the IDP process.

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INTRODUCTION

Maine Medical Center has been a member of the Portland community, a Portland landmark and a destination for excellent health care since it was built as Maine General Hospital in 1874. The campus has grown in size and complexity within its footprint to meet growing demand and changes in healthcare technology and care delivery.



ABOUT MAINE MEDICAL CENTER

Maine Medical Center (MMC) is a complete health care resource for the people of greater Portland, the entire state of Maine, and northern New England.

MMC is the state's largest medical center, licensed for 637 beds and employing more than 6,000 people. MMC's unique role as both a community hospital and a tertiary referral center requires an unparalleled depth and breadth of services, including the state's only medical school, through a partnership with Tufts University School of Medicine, and a world-class biomedical research center, the Maine Medical Center Research Institute.

The MMC care model includes the state's largest multispecialty medical group, Maine Medical Partners. Maine Medical Partners provides a wide range of primary, specialty, and subspecialty care delivered through a network of more than 40 locations throughout Maine.

Maine Medical Center is named one of "America's Best Hospitals" by US News & World Report. MMC's Trauma Center is the busiest in Maine, providing the most advanced tertiary care in the state.

MISSION, VISION AND VALUES

Maine Medical Center is dedicated to maintaining and improving the health of the communities it serves by:

- Caring for its community
- Educating tomorrow's caregivers
- Researching new ways to provide care

It proudly carries its unique responsibility as Maine's leader in patient care, education and research. MMC is dedicated to the traditions and ideals of not-for-profit healthcare. It provides care to all who seek it.

MMC's efforts to execute its Mission are aimed at achieving a simple, yet powerful Vision: "Working together so (Maine's) communities are the healthiest in America."

MMC is guided by a set of Values, helping to meet and exceed the expectations of those it is privileged to serve. MMC's Values:

- Patient-Centered
- Integrity
- Ownership
- Excellence
- Respect
- Innovation

PROGRAMS AND SERVICES

MMC provides a scope and depth of specialty and subspecialty inpatient and surgical care that is unparalleled in Maine.

MMC is the only Level I American College of Surgeons (ACS) trauma center in Maine and has the only Level III Neonatal Intensive Care Unit (NICU) and the only kidney transplant program in the state. MMC is an American Nurses Credentialing Center (ANCC) Magnet Hospital and has received numerous awards including: Best Regional Hospitals (2016-2017) from US News and World Report, Gold Seal of Approval and Top Performer in Key Quality Measures from the Joint Commission.

MMC is also the leading provider of tertiary services in the State of Maine. Tertiary services are defined as a set of Medicare severity diagnosis-related groups (MS-DRGs) that are rare and complex, require collaboration across treatment modalities, complex treatment decisions dependent upon unique diagnostic tests, regionalized care, and associated with complex co-morbidities and complications.

MMC's clinical services are organized into six service lines listed in **Table 1.1** at right. More information is available on the MMC website at <http://www.mmc.org/care-and-services>

Table 1.1 List of MMC Service Lines

ADULT MEDICINE

MMC's Adult Medicine Service Line extends across the continuum of care, spanning from primary care, to emergency and critical care, medical services for hospitalized adults, subacute rehabilitation and long-term care. It includes a wide array of specialty programs and services including Digestive Health, Endocrinology, Geriatrics, Infectious Disease, Nephrology, and Palliative Care. This service line also includes the procedural areas of Endoscopy and Transplantation.

CARDIOVASCULAR

MMC's Cardiovascular Service Line addresses the treatment needs of patients with cardiovascular diseases such as coronary artery disease, valvular heart disease, congestive heart failure, arrhythmias, congenital heart disease, and peripheral vascular disease.

ONCOLOGY

MMC's Oncology Service Line provides health services to patients diagnosed with cancer such as medical oncology, radiation oncology, gynecological oncology, and surgical oncology.

SURGICAL

MMC's Surgical Service Line addresses specific health problems requiring surgical intervention including cancer, cardiovascular disease, eye diseases and injuries, gastric and intestinal diseases and injury, gynecological diseases and injury, joint and bone diseases and injury, neurological and spinal diseases and injury, bariatric, trauma, and genito-urologic diseases and injury.

NEUROSCIENCES

MMC's Neurosciences Service Line addresses the treatment needs of patients with neurological diseases such as stroke, epilepsy, neuro-oncology, multiple sclerosis, neuroendovascular diseases, Parkinson's disease, Alzheimer's disease and dementia, neuromuscular diseases, peripheral nerve and muscle conditions, and spine disorders as well as an array of neurodiagnostic services including electroencephalography (EEG) and sleep lab.

WOMEN'S AND CHILDREN'S

MMC's Women's and Children's Service Line addresses the health problems and needs of women and of children under 18 years of age with such clinical services as child birth and pediatric subspecialties including, neonatology, pediatric medicine, oncology, cystic fibrosis, gastroenterology and nutrition, cardiology and cardiac surgery, nephrology, neurology, pulmonology, ophthalmology, orthopedics, and urology.

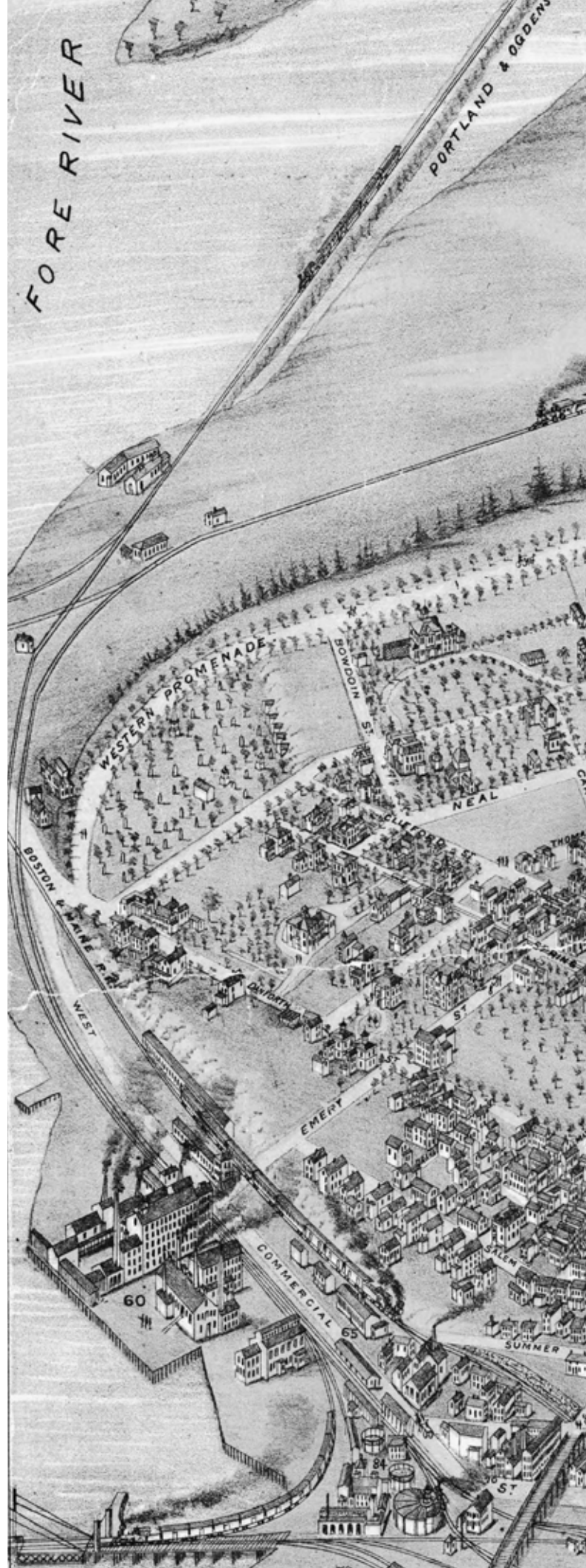
HISTORY

MMC opened its doors in 1874 as Maine General Hospital on Bramhall Hill, at the northern end of the tree-lined Western Promenade and adjacent to the Bramhall Reservoir.

The campus, designed by architect Francis Fassett, included four pavilions around a central administration building. The east pavilion and two outbuildings were erected first, providing patients with sweeping views of Casco Bay and the Fore River. The hospital was designated as the training facility for the Portland School for Medical Instruction and the Medical School of Maine at Bowdoin College, and had its own School of Nursing. Built of red-brick in Italian Gothic style, Maine General soon became a local landmark and a destination for the most up-to-date medical care in the state.

The opening of Union Station (1888) down the hill at Congress and St John Sts brought commercial uses to the area and improved access to the hospital. The hospital also catalyzed development of the area with medical uses such as the 1891 Maine Eye and Ear Infirmary as well as residential uses. The Western Promenade neighborhood gained prominence at the turn of the century as high-end homes and apartment buildings were built near the hospital and improvements were made to the

Fig.1.1 1876 Bird's eye view of Portland.





Western Promenade parklands. Maine General Hospital modernized its facilities through the 1920s and added a third pavilion in 1929.

In 1951, Maine General Hospital, the Maine Eye and Ear Infirmary, and Children's Hospital merged to become MMC. Two new pavilions were added in 1956 to provide modern patient rooms. Suburban growth and the construction of interstate highways in the 1960s increased demand for parking at the Medical Center, which was met by converting the Bramhall Reservoir into a surface parking lot (current South Lot).

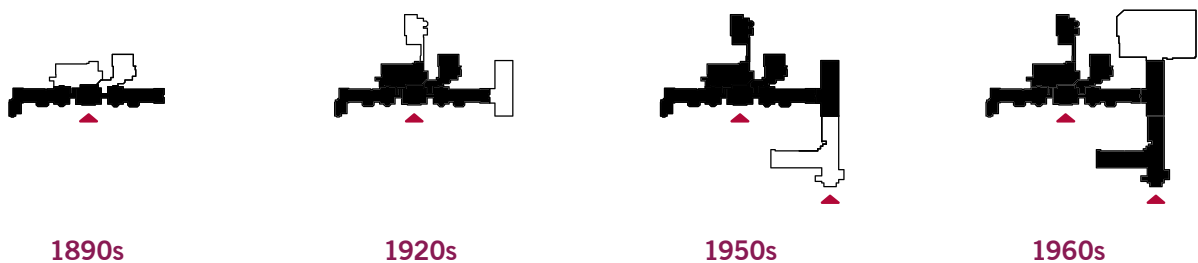
In 1968, MMC doubled the size of its facilities with the addition of the eleven-story Richards Wing. The campus expanded its footprint down towards Congress St with the addition of its first parking garage (now known as Employee Garage) in the 1970s. In the late 1970s, MMC became a teaching

hospital for the University of Vermont College of Medicine.

In 1985, MMC opened the six-story LL Bean Building, another major addition to the campus. The Bean Building housed the new Neonatal Intensive Care Unit (NICU), operating suites, and specialty departments; it also now houses the Barbara Bush Children's Hospital (BBCH). The Dana Building was built in 1987, adding much-needed classroom and conference space to the campus.

Through the 2000s, MMC has renovated and expanded its facilities to meet its role requirements as the highest acuity provider of healthcare in the state. In 2008, MMC opened the 190,000 SF East Tower including new units for prenatal care, labor, delivery and recovery, neonatal intensive care, and mother-baby units. The Emergency Department expanded into the basement of the East Tower the

Fig.1.2 Historical evolution of MMC



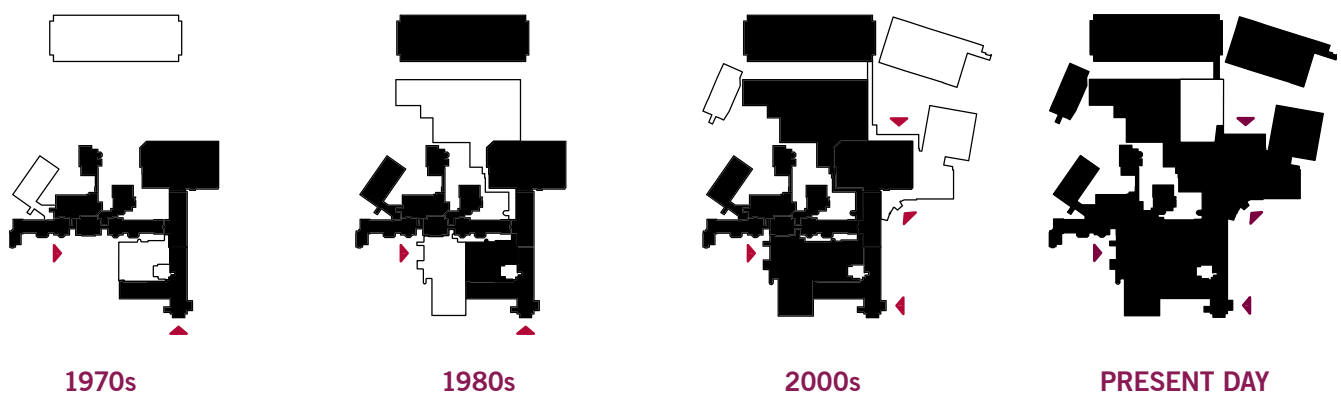
following year. The campus transformation project also included a new central utility plant and the 512-car Patient and Visitor Garage.

As its partnership with the University of Vermont came to a close, MMC initiated a new training program for medical students at the Tufts University School of Medicine in 2011. Today, MMC also hosts students from the Geisel School of Medicine at Dartmouth and University of New England College of Osteopathic Medicine.

In 2015, MMC completed construction on a portion of the LL Bean building roof to add new operating rooms and perioperative care beds.

Today, MMC is undertaking a new planning effort driven by the need to replace semi-private patient rooms with private rooms and to provide additional surgical capacity. The plan also provides an opportunity to address infrastructure

needs, parking, wayfinding, and overall building organization to improve the delivery of care (see **Chapter 2** for details).



CAMPUS CONTEXT

MMC Bramhall campus is located at a high point in the west end of the Portland peninsula that is renowned for the Western Promenade—an 18-acre park and national historic landmark designed by the Olmsted Brothers, among others. The campus abuts the Western Promenade in a dense urban setting that serves, in many ways, as a transitional zone between areas with diverse character, land uses, and demographics.

The campus, which serves the entire state of Maine as well as eastern New Hampshire, is located within less than a mile's distance of I-295, which links Portland to destinations across New England. To the north, the campus fronts on Congress St—Portland's main street that extends along the spine of the peninsula to Portland's downtown and beyond. The MMC campus is located at the western gateway into the City.

Fig.1.3 Bird's eye view of the campus in its urban context







Fig.1.4 Bird's Eye View of the Campus in Context, Looking North



ADJOINING NEIGHBORHOODS

The 21.8-acre MMC Bramhall campus abuts four distinct neighborhoods. To the west and north is the St John Valley Neighborhood, a diverse area featuring a wide mix of uses including industrial warehouses, a large food processing plant, bus garages and facilities, single-family residential, local and chain restaurants, multi-family rentals, and alternative grocery stores. St John Valley, and the largely residential Parkside neighborhood to its east, are among the most ethnically and racially diverse in Portland. (City of Portland GIS Maps, 2010 Diversity Index). The two neighborhoods share easy access to Hadlock Field, Fitzpatrick Stadium, and Deering Oaks Park north of Park Avenue.

The Western Promenade neighborhood is located to the south of the medical campus. The focal point and namesake of the neighborhood is the 18-acre linear park that wraps the 120-foot tall escarpment, providing sweeping views of the Fore River. Designated as a park as early as 1836, and designed in 1905 by the Olmsted Brothers. The Western Promenade neighborhood and large sections of the adjoining West End neighborhood are included in the West End local historic district in recognition of their cohesive residential character featuring major architectural styles from 1850 to the 1920's (see Historic Resources at right).

ZONING CONTEXT

Development on the MMC campus has been historically governed by Contract Zone agreements C41 (main campus) and C18 (Congress St Medical Building).

At the request of the City, and with input from its neighbors, MMC has developed an Institutional Development Plan (IDP) in the new Institutional Overlay Zone (IOZ). See **Fig.1.5 on page 19** for a map of MMC's IOZ in its zoning context.

HISTORIC RESOURCES

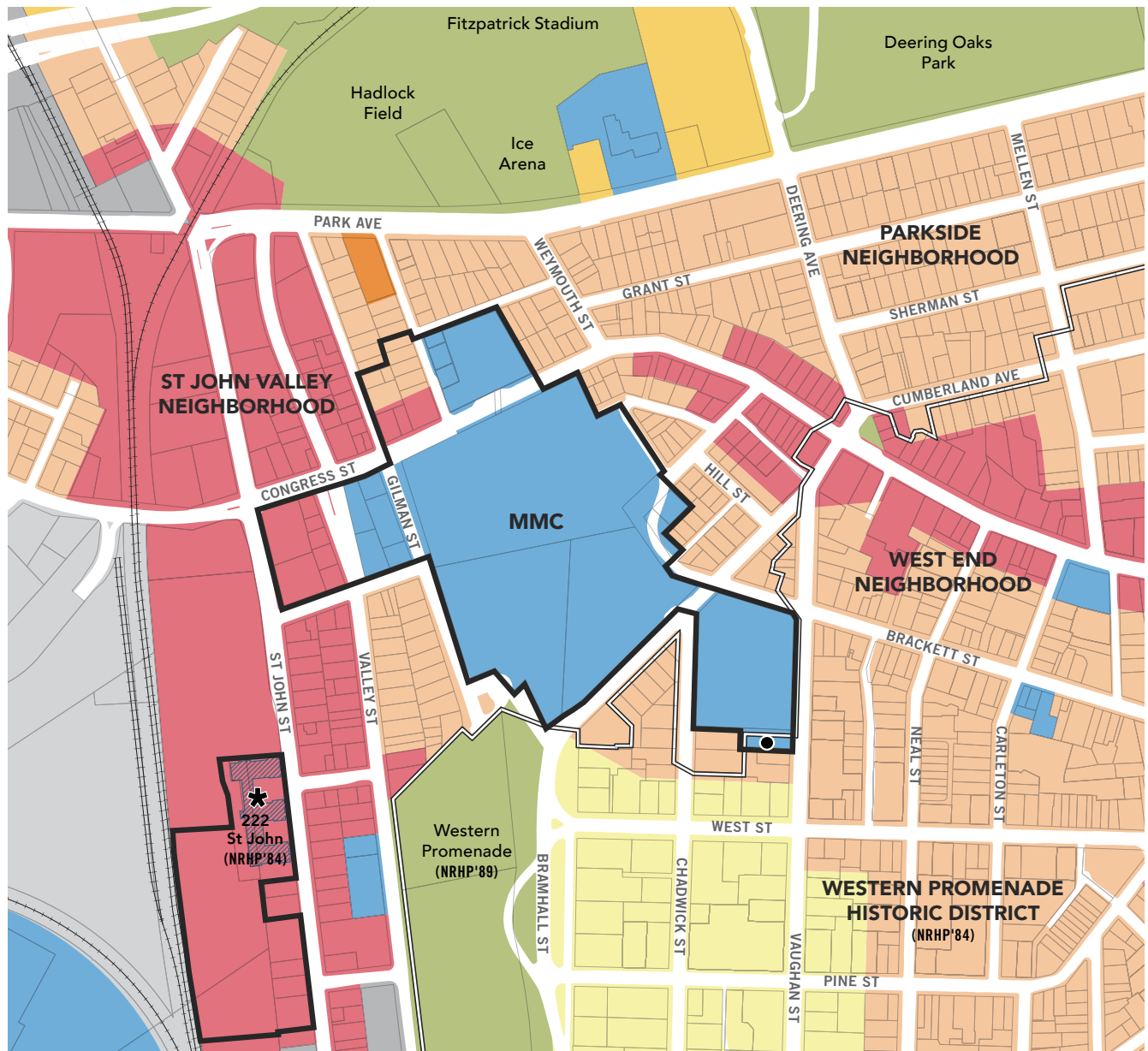
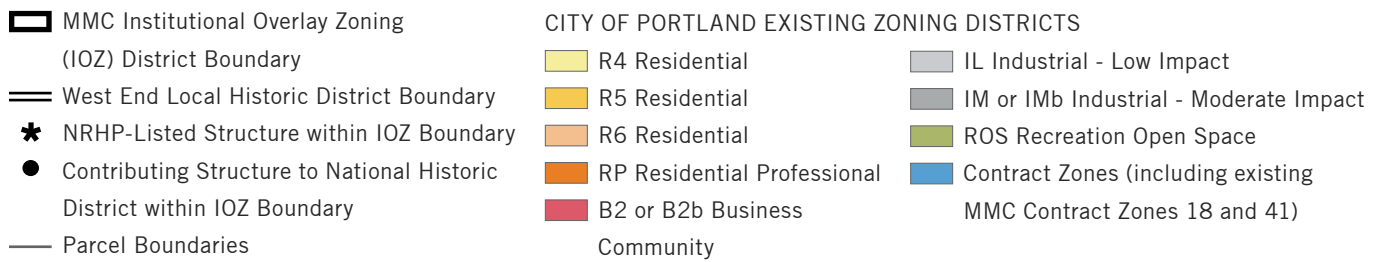
The MMC Bramhall campus abuts the West End Historic District, one of the eleven locally-designated historic districts in the City of Portland (see **Fig.1.5 on page 19** for district boundary). The locally-designed West End Historic District includes the Western Promenade, an 18-acre public park that dates back to the 1830s.

The West End Historic District was added to the National Registry of Historic Places (NRHP) under the name "Western Promenade Historic District" in 1984. The Western Promenade was also added to the NRHP database as a Historic Landscape in 1989.

MMC's IOZ boundary includes the Maine Central Railroad General Office Building located at 222 St John St, which was added to the NRHP in 1988. The IOZ boundary also includes McGeachey Hall at 216 Vaughan St, which is listed as a contributing structure to the Western Promenade Historic District (see **Fig.1.5 on page 19** for locations).

Any development within the IOZ boundary that is adjacent to or within 100 feet of any designated landmark, historic district, or historic landscape district will be subject to applicable requirements listed in Article 5 (Site Plan) of the City of Portland Land Use Ordinance.

Fig.1.5 MMC Campus: Neighborhood and Zoning Context (Data Source: City of Portland GIS)



PROPERTY OWNERSHIP

MMC owns and leases a number of properties across the City of Portland. These properties are listed and identified on a map on the following pages (see **Fig.1.7** and **Tables 1.2 and 1.3** on the following pages).

Properties that have a functional relationship to the MMC Bramhall campus, which is the subject of this IDP are highlighted with an ★ on **Tables 1.2 and 1.3**. Per the requirements of the IOZ, a functional relationship is defined as uses or activities that are integrally linked to the day-to-day operations of the MMC Bramhall Campus, without which activity at MMC would be severely limited in one or more services.

Fig.1.6 Bird's Eye View of the Campus in Context, Looking South





Fig.1.7 Map of MMC-Owned Parcels and Leased Properties

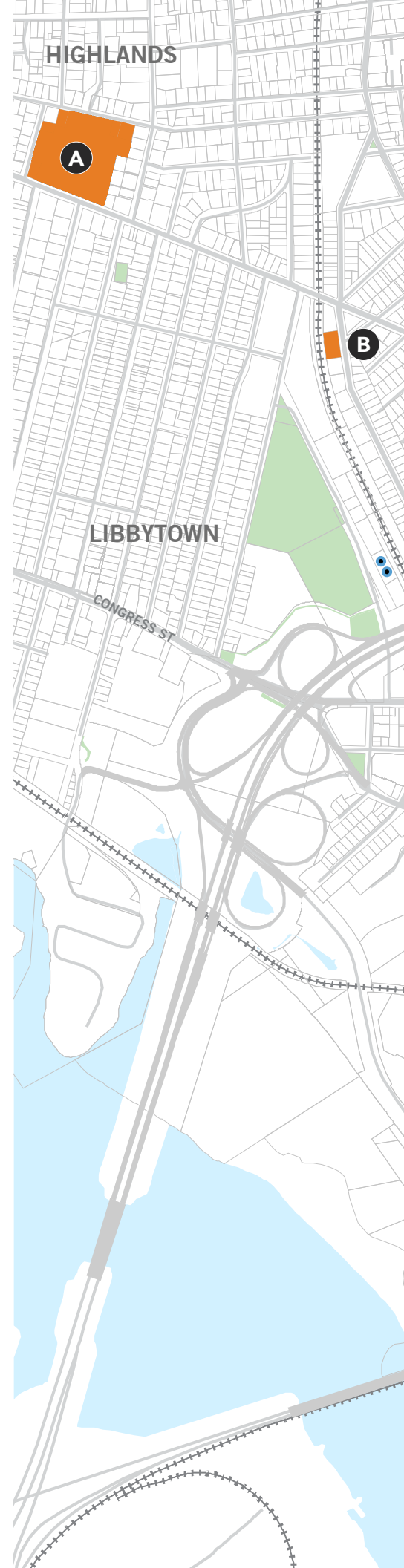
- All Parcels within the City of Portland owned by Maine Medical Center or MMC Realty Corp.
 ● Locations where MMC leases space (map extent only)

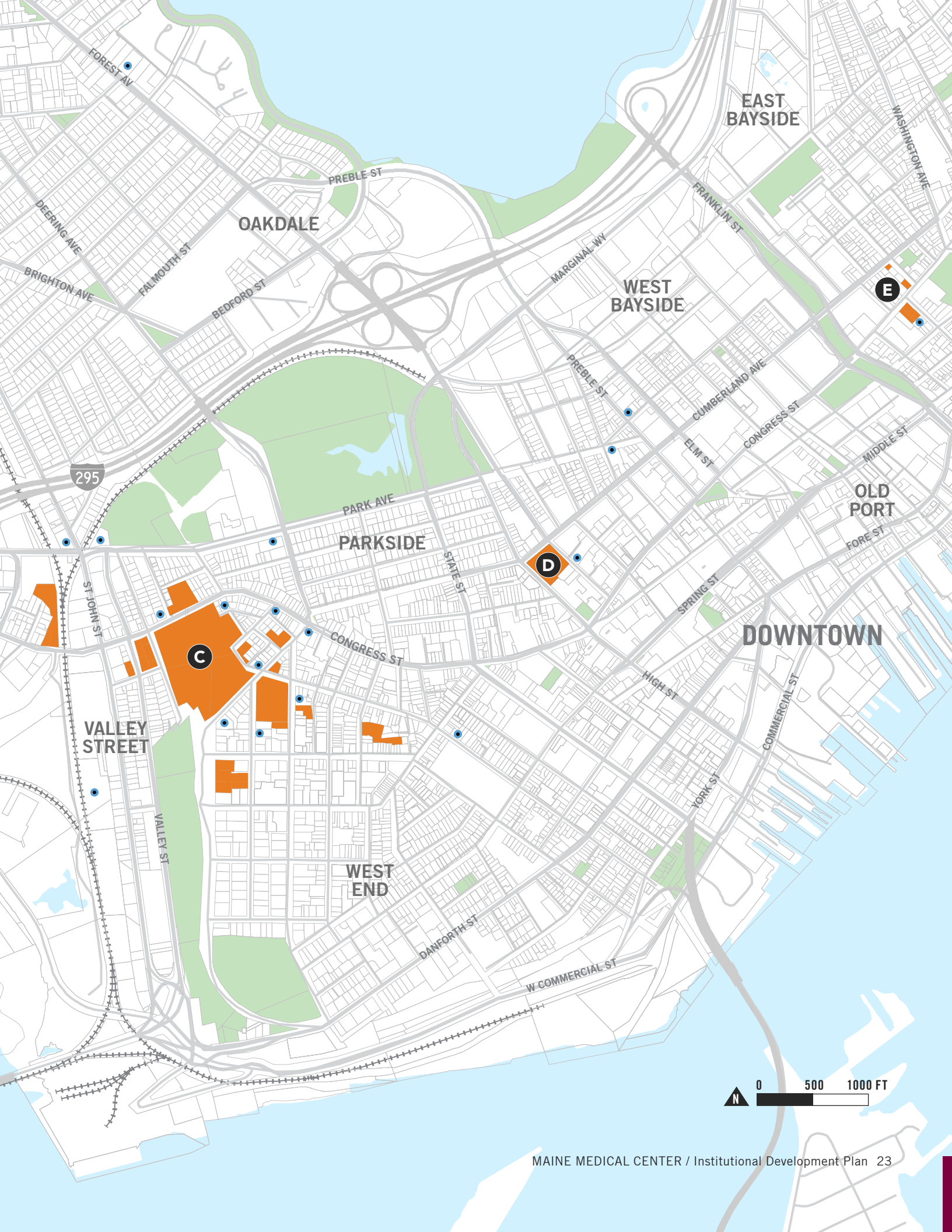
Table 1.2 List of Properties Owned by MMC within the City of Portland

Parcel Address	Current Use	Parcel Address	Current Use
A MMC BRIGHTON CAMPUS		C MMC BRAMHALL CAMPUS AREA	
335 Brighton Ave	MMC Brighton	22 Bramhall St	MMC Bramhall
367 Brighton Ave	Residential	930 Congress St	Medical Office
27 Hollis Rd	Residential	932 Congress St	Business Office
136 Prospect St	Residential	887 Congress St	Medical Off. / Pkng
142 Prospect St	Residential	308 Brackett St	Parking (South Lot)
170 Prospect St	Residential	993 Congress St	Parking
		995 Congress St	Business Office
		98 Chadwick St	Maint. Garage
		94 Chadwick St	Parking / Storage
		47 Bramhall St	Business Office
		229 Vaughan St	Business Office
		216 Vaughan St	Medical Office
		66 Bramhall St	Medical Office
		19 West St	Medical Office
		120 West St	Residential
		34 Ellsworth St	Vacant Land
		40 Ellsworth St	Vacant Land
		231 Western Prom	Residential
		227 Western Prom	Vacant Land
		44 Gilman St	Parking
		52 Gilman St	Medical Office
		261 Valley St	Parking
		262 Valley St	Parking
		264 Valley St	Vacant Land
B MMC BEHAVIORAL HEALTHCARE			
556 St John St	Medical Office		
D GATEWAY GARAGE BUILDING			
177 High St	Business Office		
429 Cumberland Ave	Business Office		
Note: MMC does <u>not</u> own but leases parking spaces in the Gateway Garage.			
E PORTLAND FAMILY MEDICINE			
272 Congress St	Medical Office		
263 Congress St	Parking Lot		
148 Cumberland Ave	Parking Lot		

Table 1.3 List of Properties Leased by MMC in the City of Portland

Parcel Address	Current Use	Parcel Address	Current Use
131 Chadwick St	Business Office	905 Congress St	Parking
180 Park Ave	Business Office	98-100 India St	Parking
233 Vaughan St	Business Office	183 Brackett St	Residential
241 Oxford St	Business Office	25-29 Crescent St	Residential
315 Park Ave	Business Office	321-325 Brackett St	Res. / Pkng
39 Forest Ave	Business Office	75 St. James St	Storage
509 Forest Ave	Business Office	85 St. James St	Storage
7 Bramhall St	Bus. Off. / Pkng	<i>Located off the map extent:</i>	
794 Congress St	Business Office	12 Andover Road	Medical Office
295 Park Ave	Medical Office	1250 Forest Ave	Medical Office
20 Portland St	Medical Office	1577 Congress St	Medical Office
818 Congress St	Medical Office	901 Washington Ave	Business Office
181 High St	Parking	190 Riverside St	Business Office
222 St John St	Parking	87 Central Ave	Medical Office





COMPLIANCE WITH THE COMPREHENSIVE PLAN

MMC, being a long term member of the Portland community, recognizes the Comprehensive Plan contains the City's overall goals for growth and change through the articulation of a variety of policy directives and goals for the development. Among other things, the Plan addresses the City's infrastructure, commercial/business development, transportation resources, industry, and commerce and residential housing plans.

The MMC IDP and Regulatory Framework are in basic harmony with the City's overarching goals and policies. With its IDP and Regulatory Framework, MMC has balanced and accommodated the many City goals and policies in a way that advances the City's overall best interests while at the same time addresses the high priority healthcare needs of Portland's residents and the people of the State of Maine. This balancing is exactly the type of flexibility that the City's recently drafted IOZ ordinance is meant to facilitate.

The Comprehensive Plan challenges the City to "support the vision of large, transformative projects [such as the MMC modernization project] through strategic, cost effective, and incremental actions" (*Comprehensive Plan*, p.74).

MMC IDP: COMPLIANCE WITH THE COMPREHENSIVE PLAN

In this IDP, MMC conveys the need to modernize its facility in order to meet the healthcare needs of the people of northern New England. This includes not only upgrading clinical space and providing for the needs of patients and families, but also continuing its investment in its personnel and their ability to travel to and from the workplace and secure needed parking. The adopted 2035 Comprehensive Plan "promotes the orderly expansion of institutional uses, such as educational and hospital campuses, which are central to workforce development, employment, and the health of the local and regional economies" (*Comprehensive Plan*, p.45).

Economic Growth

Employee engagement indicators reveal that one of the issues of greatest importance to current and future employees, in addition to compensation, is parking availability. In order to attract a high quality, highly educated workforce, MMC factors into its operations these two important considerations. Following the completion of its short-term modernization project, MMC projects a growth in its employment base into the future in part because of its status as an excellent academic medical center. Portland's Comprehensive Plan promotes the growth in employment base and supports sustainable growth in education and medical institutions (*Comprehensive Plan*, pp. 44 and 88)

Transportation

MMC has considered its transportation needs holistically, factoring into its future development alternative means of transportation. Since 2009, MMC has implemented a Transportation Demand Management (TDM) plan called "Get on Board!". MMC is updating that plan and considering enhancements to encourage more walking, cycling, and public transportation by its employees.

MMC's ability to promote alternative modes of transportation and success in TDM relies on the availability of a regional system of safe and reliable alternative modes of transportation. Therefore, MMC supports the City's effort to 'explore the technical and financial feasibility of a Transportation Management Association (TMA) as a means of improving access to, and mobility around, downtown, and the waterfront.' (*Comprehensive plan*, p.76)".

MMC has been, and continues to be, committed to the process and has often been cited by the City of Portland Planning Department as a TDM role model in the City.

Environment

A clean environment is important for healing and health. MMC is environmentally conscious and engages in recycling to minimize the generation and environmental impacts of solid waste. The Hospital conserves water when possible, and has switched away from pesticides to more organic landscape solutions reflecting Portland's goal of "model[ing] environmentally sound landscape management practices, such as planting native species, and limiting the use of pesticides and fertilizers" (*Comprehensive Plan*, p. 20). Buildings are built with energy efficiency standards in mind. Local farmers visit the campus weekly during harvest months and employees are encouraged to support the local food movement. The Comprehensive Plan also notes the need to "support a healthy, resilient, and sustainable food system by collaborating with local and regional stakeholders" (*Comprehensive Plan*, p.20).

MMC REGULATORY FRAMEWORK: COMPLIANCE WITH THE COMPREHENSIVE PLAN

In keeping with the goals of the Comprehensive Plan, MMC has projected its future expansion needs, taking into account the neighborhood context in which it is situated. MMC has minimized future expansion into residential areas adjacent to its campus, thereby preserving housing stock in the City (*Comprehensive Plan*, pp. 48-50). It has appreciated the neighborhood involvement in

its zoning process and has been responsive to the concerns raised.

MMC is taking the bold step of reorienting its front entrance to Congress St, which serves as a gateway corridor to the City of Portland. The area presently is commercial in nature and in need of investment and activation as is recognized by the City's *Comprehensive Plan* (pp. 84, 86). Welcoming the public at the new entrance accomplishes a number of land use goals: it adds tremendous activity to the streetscape, with people coming and going. It also eliminates traffic in the residential neighborhoods of the West End and Western Promenade by providing clear wayfinding directly off of Interstate 295 and the major arterials entering the City. Further, investment in this area will transform the area with the expectation that other properties in the vicinity will likewise invest. In fact, the owners of Union Plaza, located at the junction of Congress St and St John St, testified before the Portland Planning Board that they have been waiting for such investment before they took the step of redesigning and investing further in that property. MMC expects, and is excited about, a transformation of the area into a more vibrant, active and clean area, good for local merchants, hospitality businesses, restaurants and residents.

The *Comprehensive Plan* identifies the St John St / Congress St area as a "priority node, an area that has seen disinvestment, grown in sprawling

patterns, simply have the potential to serve as focal points for change in the forms of increased density or, height, streetscape improvements, or diversification of uses to better serve neighborhood needs" (*Comprehensive Plan* p. 84, see **Fig.1.8 on page 27**). MMC's IDP will serve as the catalyst to stimulate new development, investment and reinvestment in this area of the City.

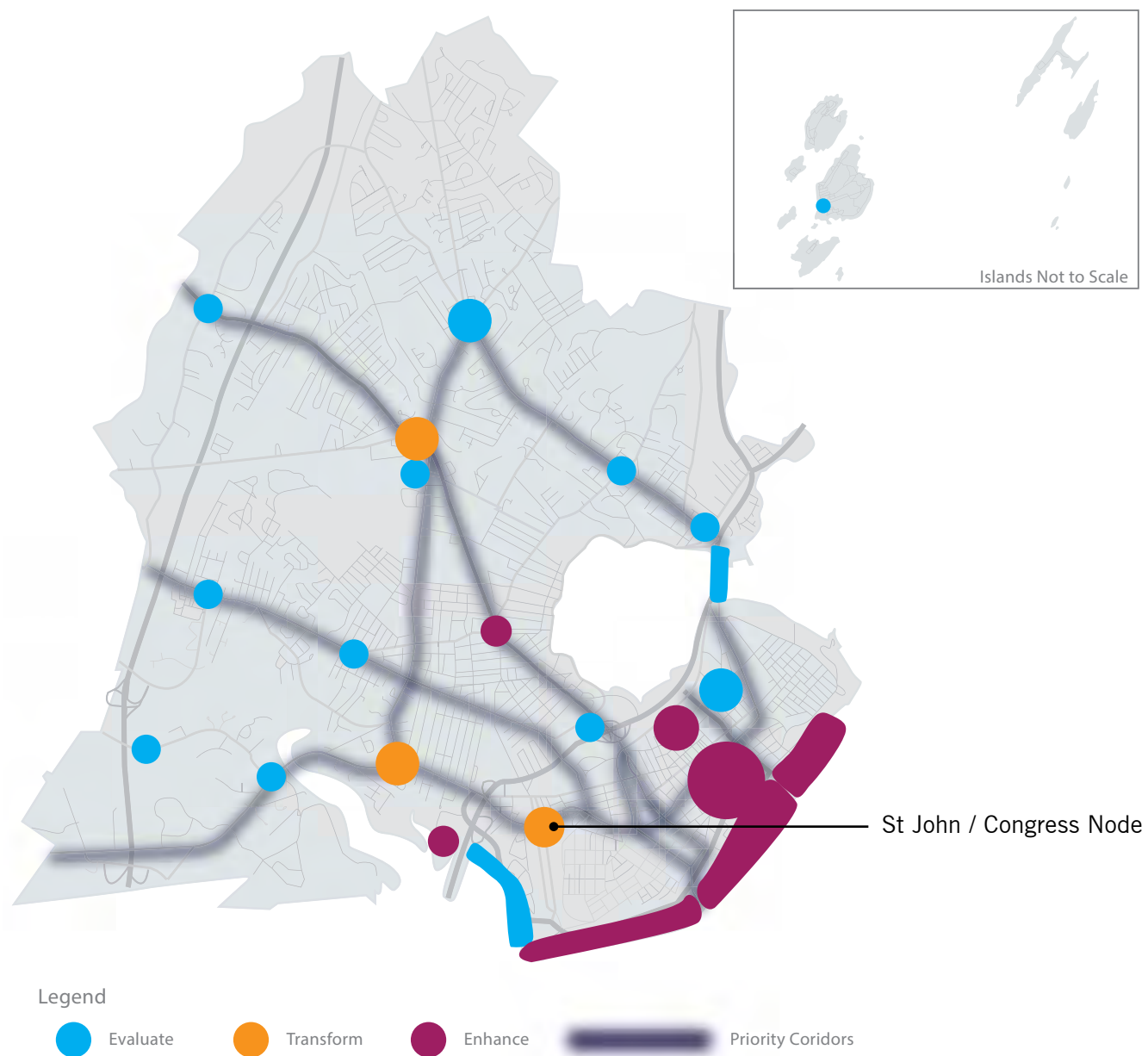
MMC's IOZ Regulatory Framework provides the mechanism for thoughtful, future development to transform the priority corridor identified by the City into an area of "additional mixed uses, higher density growth to take advantage of the transit benefits and services that well-designed, diverse corridors can offer" (*Comprehensive Plan*, p.84).

CONCLUSION

From an analysis of MMC's IDP, it becomes clear that the IDP is consistent with the City's *Comprehensive Plan* and the purposes contained within the City's IOZ ordinance.

From an analysis of the Regulatory Framework that accompanies MMC's IDP, it becomes clear that the Regulatory Framework is consistent with the City's *Comprehensive Plan* and with MMC's IDP.

Fig.1.8 Diagram Showing Priority Nodes and Corridors, City of Portland Comprehensive Plan (2017)



PUBLIC INPUT ON IDP

MMC appreciates the importance of maintaining an open dialogue with its neighbors and keeping its neighbors up to date on its evolving plans for replacement and modernization at its Bramhall Campus. In August 2016, MMC leadership met with the neighborhood representatives of its four adjacent neighborhood groups: St John Valley, West End, Western Promenade, and Parkside to explain its need to modernize its campus. Shortly thereafter the Libbytown Neighborhood Association was added to the group.

Since November 2016, MMC has met on a monthly basis with two representatives of each neighborhood ("Expansion Group") to engage in a productive dialogue regarding the City's new IOZ process

and MMC's IDP. The City's Planning Director and the City's District 2 Councilor has been invited to each of these monthly meetings. The minutes of the monthly meetings are distributed to the Group members who are asked to disseminate them to respective neighborhood constituents.

MMC also has created a website (<http://www.mmc.org/modernization>) to ensure open communication with the community at large and specifically its adjacent neighbors. The minutes of each Expansion Group meeting are posted on the website, as are any updates or current events occurring which involve MMC's plan. These include dates for the Planning Board workshops and hearings and a link to the City's Planning website. A designated contact

Fig.1.9 Public Meeting #1 (January 12, 2017): Open House Portion for Collecting Public Comments



email has been established where residents can ask questions, provide suggestions, etc., and a text about sign-up is provided for those who want to receive them.

Finally, to date, MMC has held two larger neighborhood meetings where information has been shared about MMC's needs and its plans to address its issues of bed capacity, operating needs and transportation and parking. These meetings have been well attended and have allowed time for participants to ask questions, voice opinions and to get answers. The minutes of these meetings are posted on the MMC website as well as submitted to the City of Portland.

MAJOR AREAS OF PUBLIC CONCERN

At the initiation of MMC's Master Facility Planning engagement with its neighbors, it was recognized there would be concerns identified by neighborhood residents that would require ongoing dialogue and an openness to new ideas or suggestions. It was understood that there may be many areas where consensus of approach will be reached, and other areas where reasonable minds could differ. MMC and the participants in this process have identified the following "areas of major public concern":

- By far the biggest concern with the MMC proposed IDP revolves around transportation and parking, and specifically with the location of future parking structures;
- The extent of IOZ boundaries and a fear of property acquisition by MMC in residential zones;

- Fear of loss of local amenities, and the desire for mixed-use development that includes street-level retail and restaurants;
- Patients, visitors, or employees smoking in the neighborhood; and,
- Hope for continued public engagement between MMC and its neighbors.

MMC's IDP has addressed each of these concerns in the following chapters. In addition, the public indicated concern with the height of the proposed Gilman St parking structure as well as the need for a well-thought-out Construction Management Plan to apply during the course of construction. MMC has listened to each of these concerns and has addressed them as follows:

- MMC has relocated the parking structure from Gilman St to a nearby location that is tucked behind existing buildings on St John St. By doing so it was able to lower the height of the structure while also removing it from the priority node designated by the City for gateway treatment.
- MMC has hired Turner Construction Company to manage the daily operations of construction. Turner is well-versed in managing construction projects adjacent to residential uses and has agreed to comply with all requirements of the City Construction Management Template, which is attached as an appendix to this IDP.

MASTER FACILITY PLAN

As it nears its 150th anniversary, Maine Medical Center continues to improve its facilities and services to fill its role as Maine's leader in patient care, education, and research. MMC is engaged in master facility planning to address clinical, building, and parking needs.



MASTER FACILITY PLANNING PROCESS

The goal of any healthcare facility planning process is to evaluate the suitability of the campus or facility to meet anticipated needs for the delivery of healthcare with enough flexibility to allow for adjustments within an ever-changing healthcare market. Future development opportunities are identified in this process.

Maine Medical Center's campus has grown in size and complexity throughout the years. This growth brought changes in programmatic and infrastructure needs and to allow it to serve patients in the State.

PLANNING FACTORS SPECIFIC TO HEALTHCARE

There are a multitude of factors to consider in healthcare planning that are unique to the industry and some that limit the ability to plan too far into the future. Due to the unpredictability of many of these factors, healthcare planning beyond three years with relative accuracy is challenging. Therefore, healthcare planning is typically completed in three-year increments. For example, the rate of change in healthcare payment and policy often follows federal and state election cycles but can change as often as annually. A summary of factors that affect healthcare planning is included in the **Table 2.1** at right.

MMC'S MASTER FACILITY PLAN: PROCESS

Each of the following are aspects of a master facility plan and have been evaluated to determine the needs and projected growth for MMC.

Facility Assessment

The baseline for any master plan is to evaluate the current state of the campus including age of buildings, capacity of infrastructure, and appropriateness of building layout to accommodate the modern delivery of healthcare. This helps the organization identify areas which must be addressed by any future facility work.

Programmatic Requirements

Anticipating the healthcare needs of a community is challenging beyond a three-year period. Healthcare facilities are designed to last several years and attempt to anticipate change by allowing for flexibility and multi-use spaces. Best-practices and industry standards in healthcare delivery are used as benchmarks to anticipate programmatic needs.

Adjacencies

Maximizing key programmatic adjacencies is next in developing a functional master plan once a campus baseline and programmatic requirements are understood. Currently dispersed programs and long travel distances existing on the campus are to be evaluated and studied as an opportunity for improvement. Assessing the flow patterns and travel distances enables proper reorganization of program adjacencies for current and future design interventions.

Table 2.1 Planning Factors Specific to Healthcare

Factor	Definition
POPULATION	Changes in utilization due to population growth: — Population increase or decrease — Population distribution — Population aging — Consumer preference
EPIDEMIOLOGY	The underlying causes of disease (divided into two categories): — Disease-based: Estimates the incidence and prevalence that are impacted in the long-run by preventative measure (i.e. vaccinations effectiveness) — Behavioral-based: Changes in disease incidence and prevalence due to behavioral and sociocultural factors (i.e. obesity, smoking, diet)
ECONOMICS	Macro-economic factors that affect healthcare utilization: — Employment — Employer-based coverage levels — Healthcare Consumer Price Index — Benefit level and out-of-pocket expense — Gross domestic product growth or decline — Regional/Local healthcare environment
PAYMENT & POLICY	Legislative and market-driven reform, including specific payment and policy innovations that will impact utilization: — Health insurance coverage expansion — Accountable Care Organizations (ACOs) — Bundled payment initiatives/pilots — Publicly-funded prevention and wellness initiatives
INNOVATION & TECHNOLOGY	Structural technology that shifts the site at which care is delivered or innovations that affect utilization across different care settings: — Imaging and diagnostics — Pharmaceutical advancements — New therapeutics — Quality innovations
SYSTEMS OF CARE	Increased efficiency resulting from better care coordination and serve integration across various care sites: — Clinical Integration: Use of evidence-based practices and elimination of redundant care — Alignment: Coordination between providers, including inpatient and outpatient providers — Information Technology: Includes computerized physician order entry (CPOE) and e-care
WORKFORCE AVAILABILITY	The healthcare workforce is highly specialized which requires years of training. The availability of qualified individuals can severely limit a healthcare organization's ability to provide care.

KEY INSTITUTIONAL NEEDS

MMC's facility needs are multi-factorial but can be summarized into four categories:

1. Clinical Need
2. Building Need
3. Campus Reorganization
4. Parking Need

1. CLINICAL NEED

Increasing Severity of Case Mix

MMC treats Maine's sickest patients and estimates that the average patient seeking care at MMC will continue to get sicker. MMC's case mix index (CMI) was 1.86 in fiscal year 2015 (October – September); the highest in the state of Maine. A hospital's case mix index is calculated by finding the average severity of diagnosis-related groups at that hospital. The average case mix index for a hospital in the United States is 1.31 ([CMS.gov](https://www.cms.gov)). MMC's CMI grew to over 2.00 in fiscal year 2016 and is expected to continue to increase in the future.

Bed Shortage

Over half of MMC's inpatient beds are located in semi-private rooms (see **Fig.2.2**). MMC closes an average of 60 inpatient beds in semi-private rooms every day to prevent infection due to disease-resistant organisms (DROs), or to address behavior related issues or other room sharing restrictions. This, along with construction closures for renovations and repairs, reduces MMC's licensed bed capacity of 637 beds to an effective bed capacity closer to 560 on an average day (see **Fig.2.3**).

On a routine day, MMC can expect approximately 100 admissions from Surgery and the Emergency Department and 35 to 50 transfer requests per day from other healthcare and provider organizations. When 500 patients are in the hospital and over 60 beds are closed, a limited number of inpatient beds are available for new patients. Inpatient beds are specialized for medical/surgical, intermediate care,

Fig.2.1 MMC's Case Mix Index: Historic Data and Projections

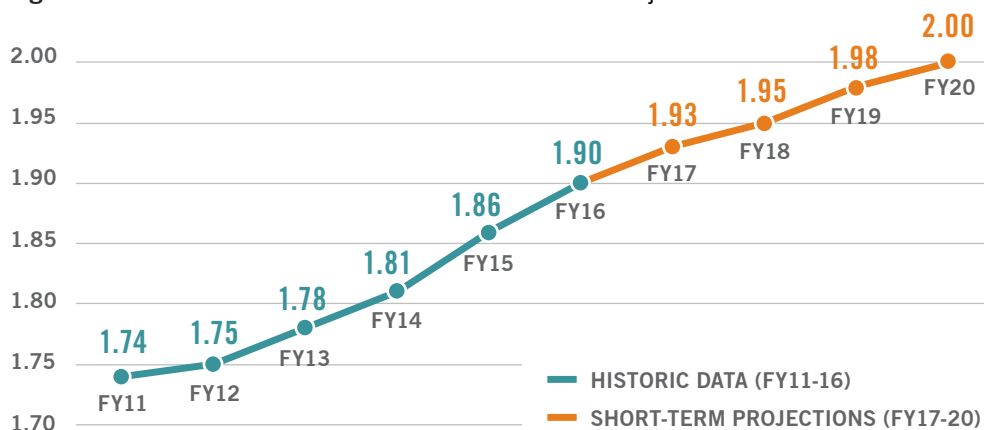


Fig.2.2 Existing Inventory of Private vs Semi-Private Beds

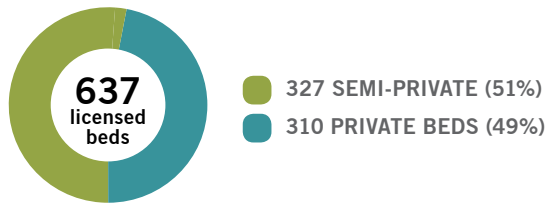
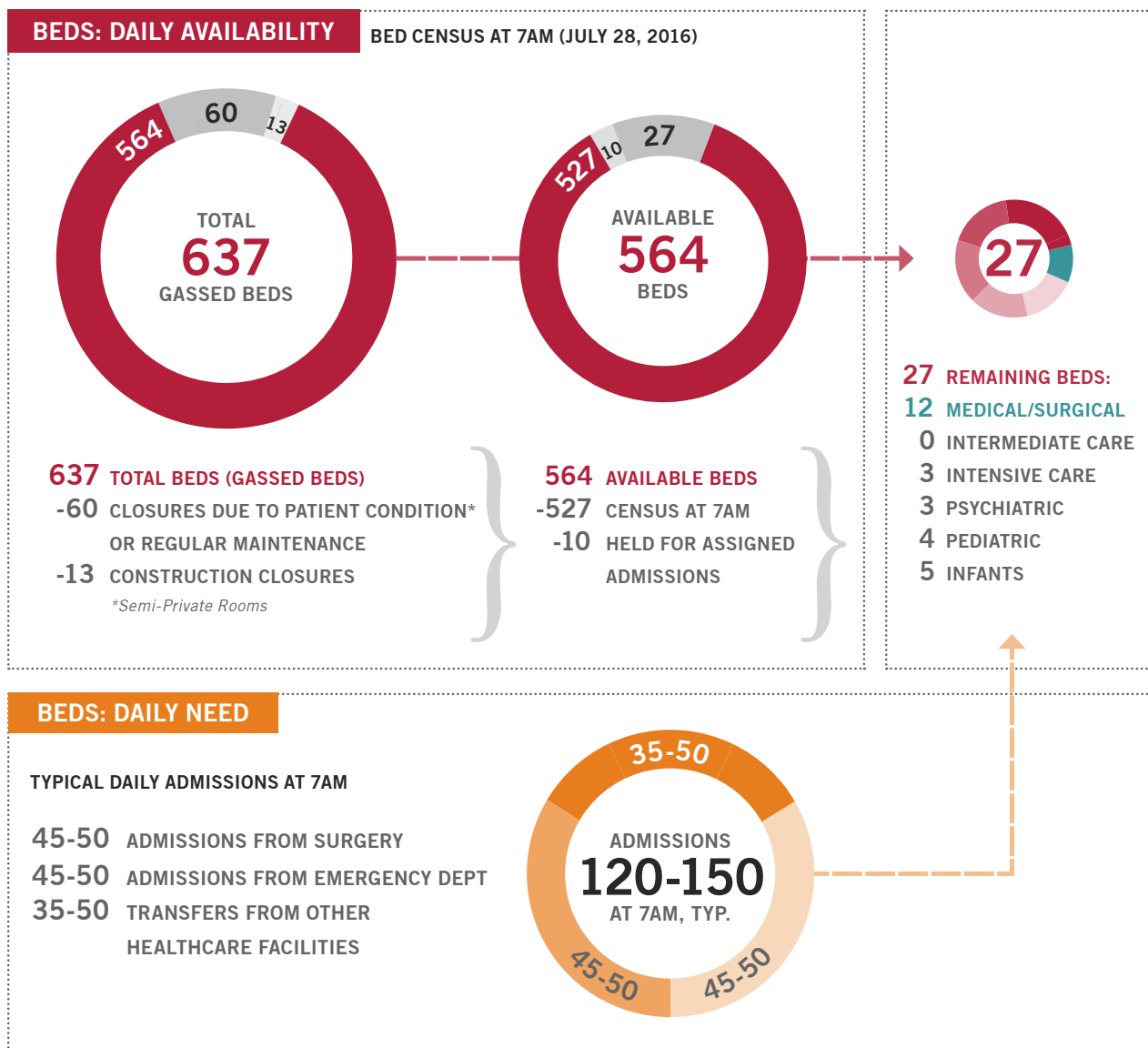


Fig.2.3 A Day in the Life of MMC: Bed Shortage



intensive care, psychiatric, pediatric, or infant care services. The actual number of beds available for specific populations of patients is much smaller. For example, if a patient needs a critical care bed but, the only beds that are available are general medical/surgical, then MMC struggles to meet that patient's needs.

Fig.2.3 demonstrates a snapshot of the challenge MMC is faced with daily to meet the needs of the community due to bed shortages. The challenge is expected to grow in complexity as patients get sicker and require highly specialized care. Many of the rooms are also too small and not flexible enough to meet the demands of the growing universality of medical equipment. The Master Facility Plan recommends adding private patient rooms and procedural capacity to meet current needs and to plan for the future. Adding new private rooms was also identified as a key strategy to decompress existing buildings, maximizing infrastructure capacity.

2. BUILDING NEED: AGING FACILITIES

The age of campus buildings is the first key element of assessing the overall suitability as structures for continued use in healthcare delivery. Facilities at MMC date back to the 1870's with the construction of the Maine General Building. Since the early 1900s, MMC has grown to meet the needs of patients. Close to 77% of MMC's clinical activities occur in buildings more than 30 years old.

MMC regularly conducts building assessments to inform future investment and development decisions on campus. The assessments evaluate the condition of building structure and systems, and compliance with current building codes and regulations including fire safety. The 2015 assessment illustrates the age and condition of the buildings on campus (see **Fig.2.4** and **Fig.2.5**). Among those that are listed, continued investment is cautioned in the Pavilions, the Richards Building and the LL Bean Building, which together host a large percentage of the hospital's bed inventory. These include a large number of semi-private beds that must be replaced by beds in private rooms to conform to current patient care standards. The Employee Garage is identified for replacement in the short-term due to its structural challenges.

MMC's Care teams work collaboratively with MMC's Facilities and Engineering teams to ensure patients are cared for in the best possible environment. This requires continuous maintenance and improvements to the facilities. The remaining opportunities for

improvement and retrofits in the existing buildings are marginal. It is impossible to enlarge operating rooms or make semi-private rooms private without major disruptions to the delivery of patient care, reduction in capacity, major facility expansion, or some combination.

The proposed short-term projects (see page 40) will partially replace and modernize MMC's campus to meet anticipated future need. Proposed patient rooms will be private and adaptable to the level of care needed by patients. They will be "universal rooms" capable of being occupied by a wide spectrum of patient populations from intensive care to general medical or surgical care. Procedure rooms will be large enough to fit the equipment and technology needed for the complex procedures that patients increasingly require at MMC.

3. CAMPUS REORGANIZATION

Healthcare facility plans seek to optimize adjacencies between critical departments to reduce travel distances across campus for staff and patients.

Currently dispersed programs and long travel distances present an opportunity for future improvement on the MMC campus. The planning team assessed multiple flow patterns and travel distances to enable proper reorganization of program adjacencies to improve safety and efficiency of healthcare delivery, and ease of wayfinding for patients and families.

4. PARKING NEED

MMC hosts a wide variety of people on the Bramhall campus every day. Patients, families, staff, and students all require access to the facility. Patients and families from all over northern New England come to MMC for care. These people do not live close enough to take advantage of alternative methods of transportation like buses, cycling, or walking that are provided locally. Clinical and support staff require safe, reliable, and often emergent, access to the facility in order to provide services to patients. Providing parking is a priority at MMC, and a key driver of the Master Facility Plan (see **Chapter 3. Transportation Plan** for details).

Fig.2.4 Existing Facilities by Age

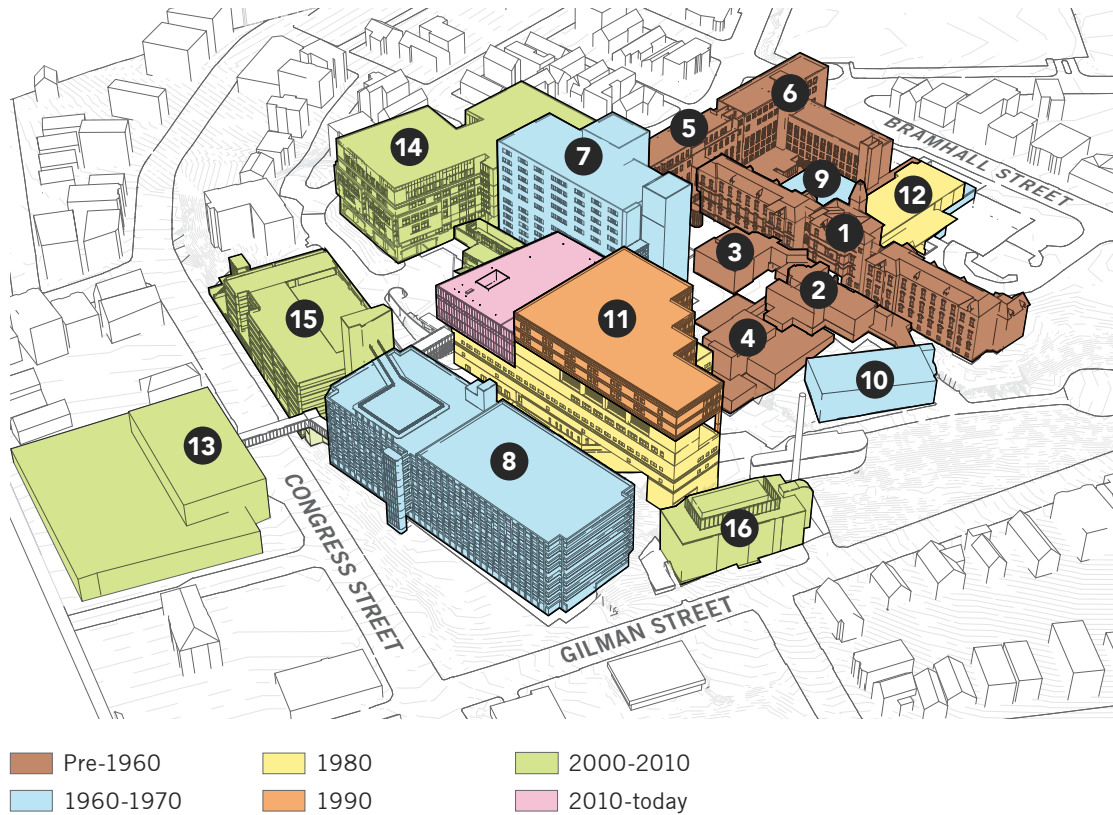


Table 2.2 Inventory of Existing Facilities

#	Building Name	Date	Gross SF	#	Building Name	Date	Gross SF
1	Maine General	1870s	72,920	10	Engineering Services Bldg	1978	23,840
2	Annex B	1870s	36,250	11	LL Bean Building	1985	231,830
3	Annex C	1870s	13,190	12	Dana Building	1987	19,310
4	Annex A	1929	10,110	13	Congress St Medical Office Building	1999	47,000
5	Pavilion A	1929	66,380	14	East Tower	2008	200,000
6	Pavilions C & D	1956	83,460	15	Patient and Visitor Garage	2008	--
7	Richards Building	1968	228,920	16	Central Utility Plant	2008	--
8	Employee Garage	1970s	--				
9	Diagnostics Building	1976	89,150				
				TOTAL 1,122,360 GSF			

Fig.2.5 2015 Facility Assessment Results



Continued investment in this building is:

■ Recommended
 ■ Cautioned
 ■ Not recommended for future use.

See Table 2.2 on opposite page for building numbers.

PROJECTED DAILY CENSUS

While the number of patients, visitors, and employees on MMC's Bramhall campus varies day-to-day, a daily census estimate can be produced for a typical week day using a variety of data sources, including the annual patient counts (see **Table 2.3 at right**). The estimated daily census of individuals on campus is included in **Table 2.4** and exceeds six-thousand individuals.

The anticipated change in campus users over time is summarized in **Table 2.4**. MMC developed this estimate considering the following summarized factors:

- MMC is Maine's largest medical center, the only American College of Surgeons Level 1 trauma center, only American Academy of Pediatricians Level III nurseries and the largest academic medical center, in partnership with Tufts University School of Medicine and is therefore best equipped to meet the rising patient need.
- The number of Maine residents seeking care outside of Maine has been decreasing over the past several years.
- MMC's share of inpatient discharges has increased over the past several years.
- MMC's Case Mix Index is increasing.
- Complex healthcare services are consolidating across the country.

MMC uses national healthcare consulting firm Sg2 and The Advisory Board to consider additional

factors impacting the evolving healthcare industry and local demand for services. Additional factors considered in the volume estimate include the following and those listed in **Table 2.1 on page 33**:

- Changes in healthcare utilization as a result of changes in the population within the hospital's service area;
- Changes in the underlying causes of disease (i.e. incidence and prevalence of disease and the impacts of a focus on prevention) and behavioral-based impacts to health (i.e. smoking and obesity);
- Macro-economic factors affecting healthcare utilization (i.e. employment, employer-based insurance coverage, health care consumer price index);
- Legislative and market-driven healthcare reform;
- Innovations in technologies and models of care;
- Improvements in the systems of care that improve coordination among providers; and,
- Continuous process improvements within care models that reduce potentially avoidable admissions and 30-day readmissions.

The Projected Daily Census is the basis of calculations for future campus transportation needs discussed in the following chapter.

Table 2.3 Historic Data: Annual Census of Patients on Bramhall Campus (FY 2013-2016)

	2013	2014	2015	2016
Inpatient Discharges	29,253	29,401	30,196	30,889
Outpatient Activity	138,626	132,257	140,862	154,434
Bramhall Outpatient Clinics	39,829	40,694	38,209	39,709
TOTAL	207,708	202,352	209,267	225,032

Table 2.4 Individuals on Campus on an Average Week Day: 2016 Estimates and 2026 Projection

	2016 (FYE Sept-Oct)	Forecast, 2026	Projected 10-Year Growth	CAGR (2016-2026)
Inpatient Discharges	100	110	7.84 %	0.76 %
Inpatient Visitors	250	270	7.84 %	0.76 %
Outpatient Activity	600	620	4.45 %	0.44 %
Outpatient Visitors	600	620	4.45 %	0.44 %
Bramhall Outpatient Clinics	150	150	-1.79 %	-0.18 %
Employees: Shift 1 (inc. volunteers)	3,640	3,900	6.96 %	0.67 %
Employees: Shift 2	210	220	6.96 %	0.67 %
Employees: Shift 3	520	550	6.96 %	0.67 %
Students on Campus: Medical	100	110	10 %	0.96 %
Students on Campus: Nursing	100	100	10 %	0.96 %
Other Students (PA, Pharma, etc.)	20	25	10 %	0.96 %
Non-MFP Related Contractors	25	25	--	--
TOTAL / AVERAGE	6,315	6,700	6.43 %	0.63 %

CAGR = Combined Annual Growth Rate

Assumptions:

- Daily inpatient discharges for 2016 estimated from annual count, using six-day weeks to accommodate for reduced activities Sun-Tue.
- Daily outpatient activity for 2016 estimated from annual count, using five-day weeks.
- Inpatient visitors estimated at 2.5 per patient for the base year of 2016.
- Outpatient visitors estimated at one per patient for the base year of 2016.
- 60% of employees are estimated to be on campus at one time for the base year of 2016.

IDENTIFICATION OF PROJECTS

In considering all possible scenarios for development to meet the goals outlined above, the Master Facility Plan has identified the following necessary projects needed to modernize of the MMC Bramhall campus:

- Vertical expansion of East Tower to add private, universal patient rooms;
- Removal of the Employee Garage, which is nearing the end of its structural lifespan;
- Construction of a new building in place of the Employee Garage that can provide new private, universal patient rooms and surgery suites in close proximity to the Emergency Department and the hospital's core diagnostic and treatment services located in the LL Bean Building;
- Providing a new patient entrance on Congress St that clarifies the arrival sequence for the majority of patients and visitors arriving on campus via Congress St, and parking in the Visitor Garage; and,
- Construction of a new Employee Garage within walking distance to campus will provide reliable access to parking spaces for all campus employees who choose to drive to work.

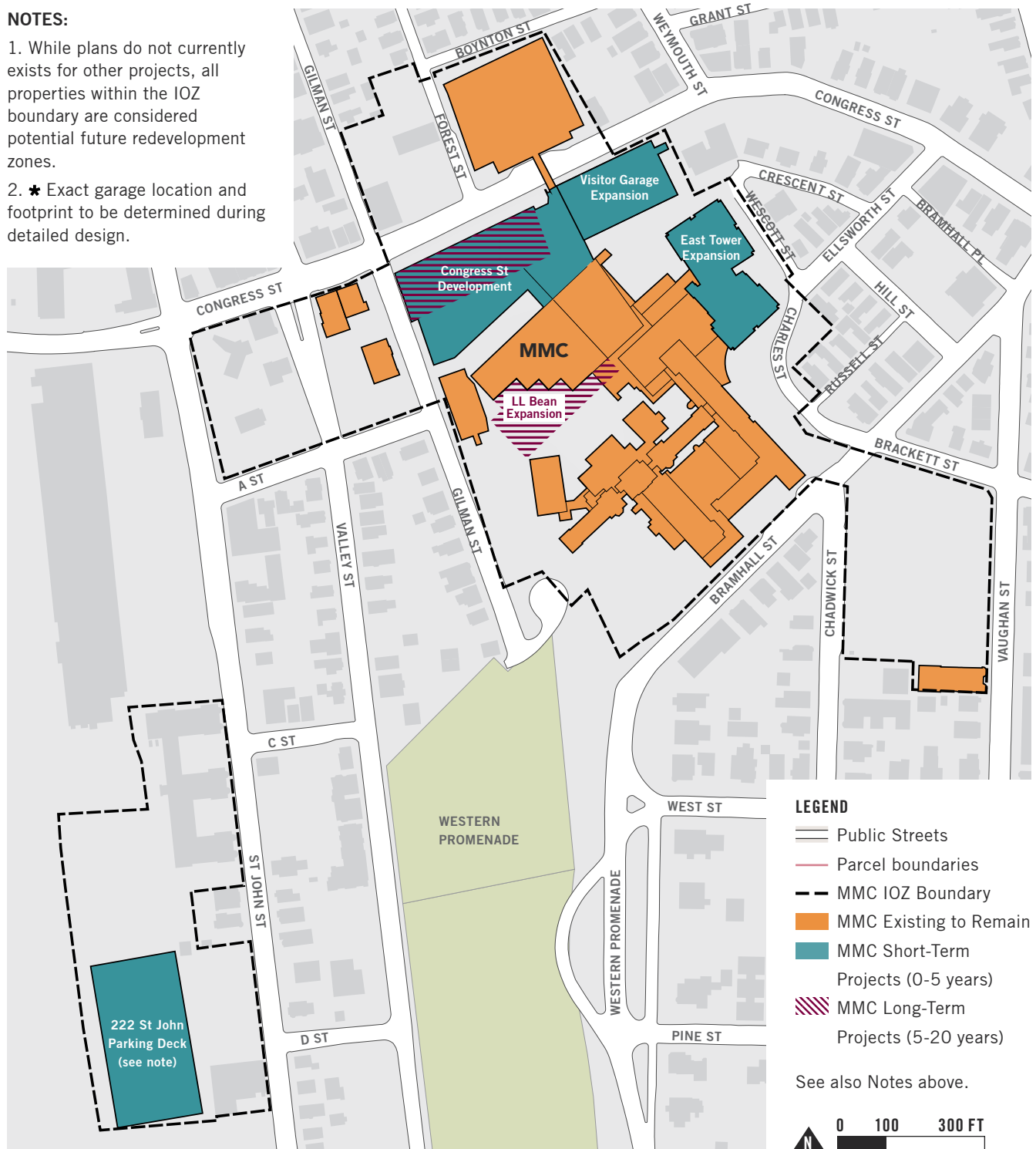
See **Fig.2.6** on the opposite page for an illustration of projects included in the Master Facility Plan.

The short- and long-term project plans do not represent the only projects within this timeframe. Due to the various factors impacting healthcare planning and their short horizons, there may be other projects proposed within this timeframe.

Fig.2.6 MMC Facilities Master Plan: Projects

NOTES:

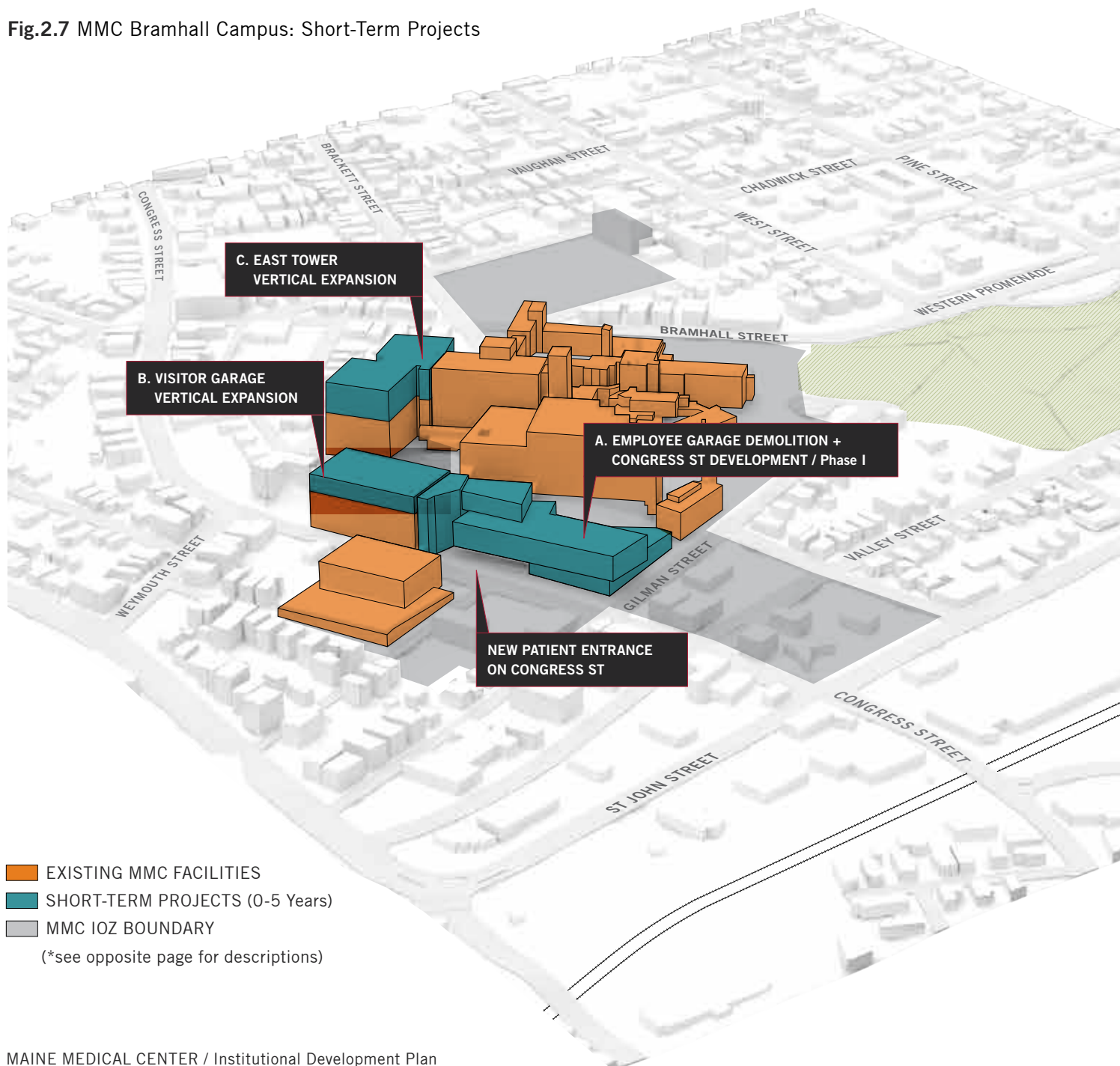
1. While plans do not currently exist for other projects, all properties within the IOZ boundary are considered potential future redevelopment zones.
2. * Exact garage location and footprint to be determined during detailed design.



SHORT-TERM PROJECTS (0-5 YEARS)

A series of short-term projects are in the planning stages to meet MMC's current needs and to improve the efficiency of care delivery. These do not represent the only projects that could be proposed within this timeframe: due to the various factors impacting healthcare planning and their short time horizons (0-3 years), there may be other projects proposed within this timeframe.

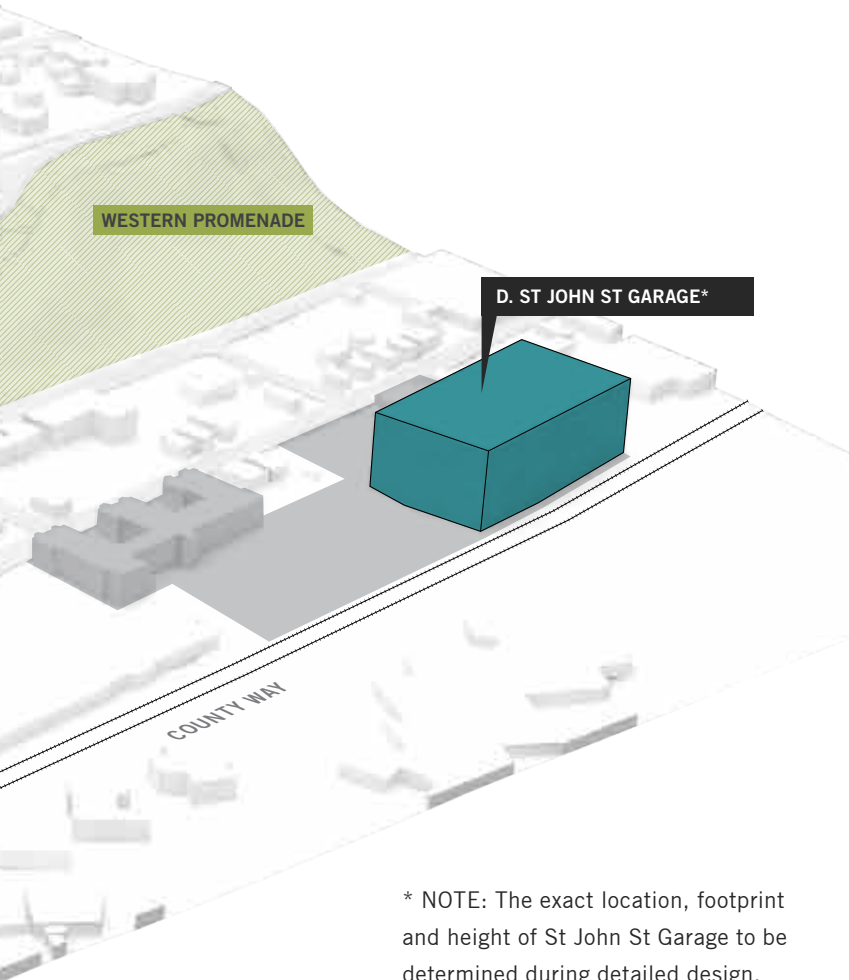
Fig.2.7 MMC Bramhall Campus: Short-Term Projects



Demolitions

A. Employee Garage Demolition

The 2015 building assessment does not recommend continued investment in this structure (see **Fig.2.5 on page 39**).



* NOTE: The exact location, footprint and height of St John St Garage to be determined during detailed design.

Additions / New Construction

A. Congress St Development, Phase I (285,000 GSF)

New six-story building along Congress St on former site of the Employee Garage, plus two-story connector to the LL Bean Building. Building program includes: a new patient entrance, universal, private inpatient beds and new procedure rooms. The new entrance changes the campus's orientation to Congress St.

B. Visitor Garage Vertical Expansion

Addition of three floors at top to accommodate 225 new parking spaces.

C. East Tower Vertical Expansion (60,000 GSF)

Addition of two floors at top to accommodate 64 inpatient beds and relocated heliport.

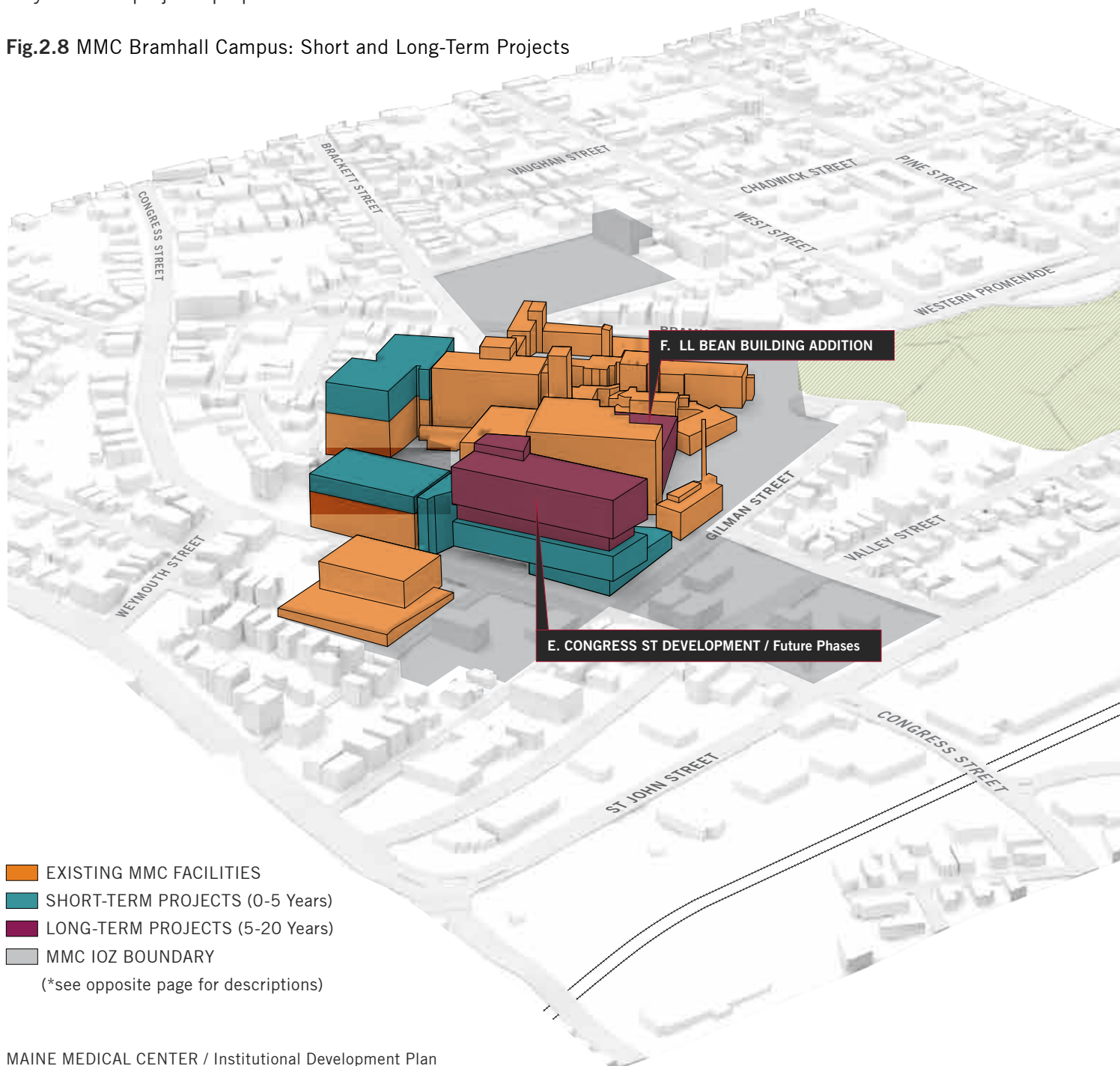
D. St John St Garage

New 10-story, free-standing garage at 222 St John St to accommodate roughly 2,200 new parking spaces. The garage replaces spaces lost in the Employee Garage, in addition to consolidating parking from multiple surface lots owned or leased by MMC. (See **Chapter 3. Transportation Plan** for details).

LONG-TERM PROJECTS (5-20 YEARS)

The facility planning process has also identified potential long-term projects that are identified below. Given the changing nature of the healthcare industry, it is currently uncertain if these projects will be implemented. MMC will continue to evaluate its facility needs following the implementation of short-term projects by 2022. These do not represent the only projects that could be proposed within this timeframe: due to the various factors impacting healthcare planning and their short time horizons (0-3 years), there may be other projects proposed within this timeframe.

Fig.2.8 MMC Bramhall Campus: Short and Long-Term Projects



Additions / New Construction

E. Congress St Development, Future Phases (Approx. 300,000 GSF)

Future vertical expansion to include additional private inpatient beds.

F. LL Bean Building Expansion (Approx. 120,000 GSF)

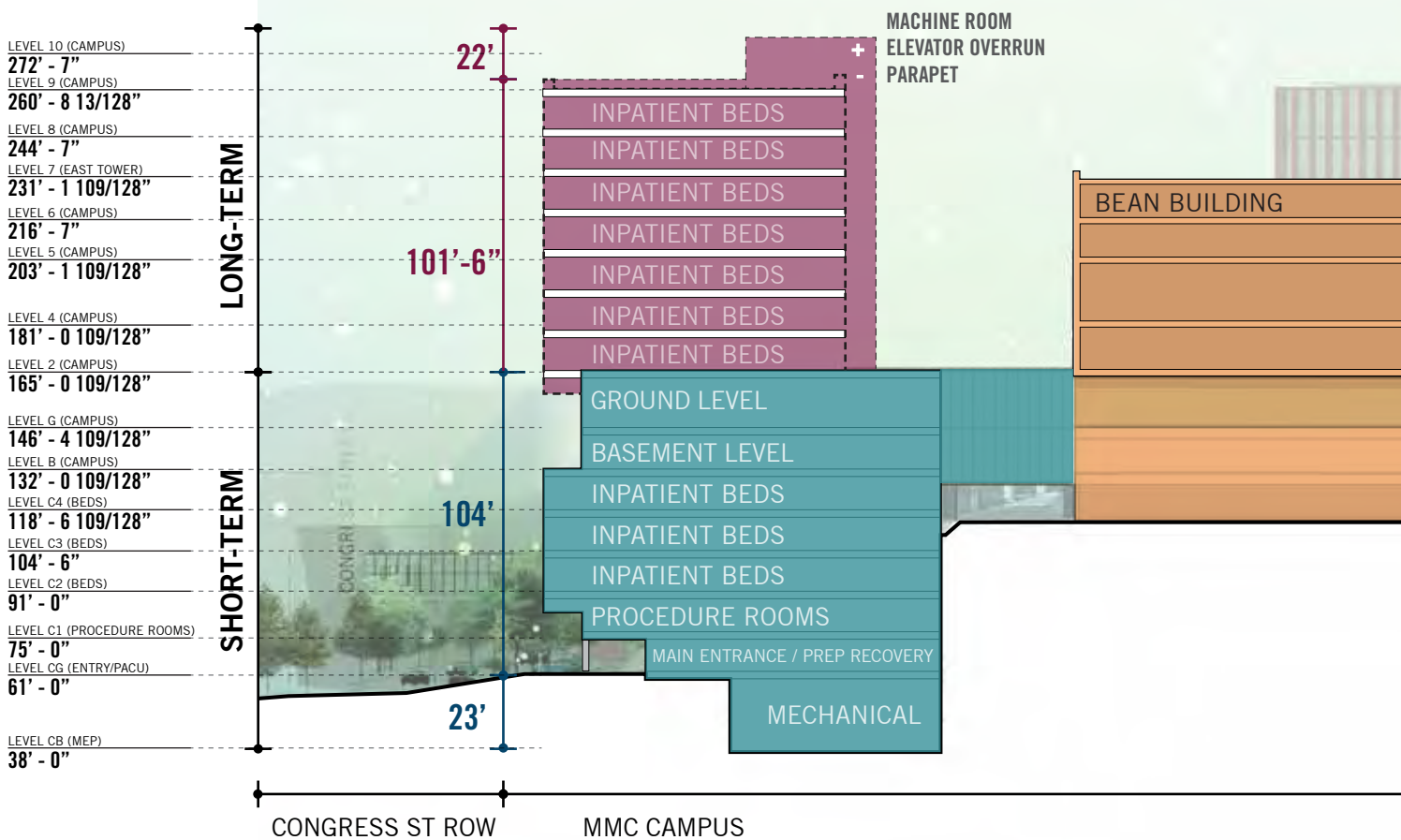
Expansion of diagnostics and treatment, and interventional platforms. If necessary, existing Laundry Building and Engineering Services Building may be modified or removed to facilitate expansion.

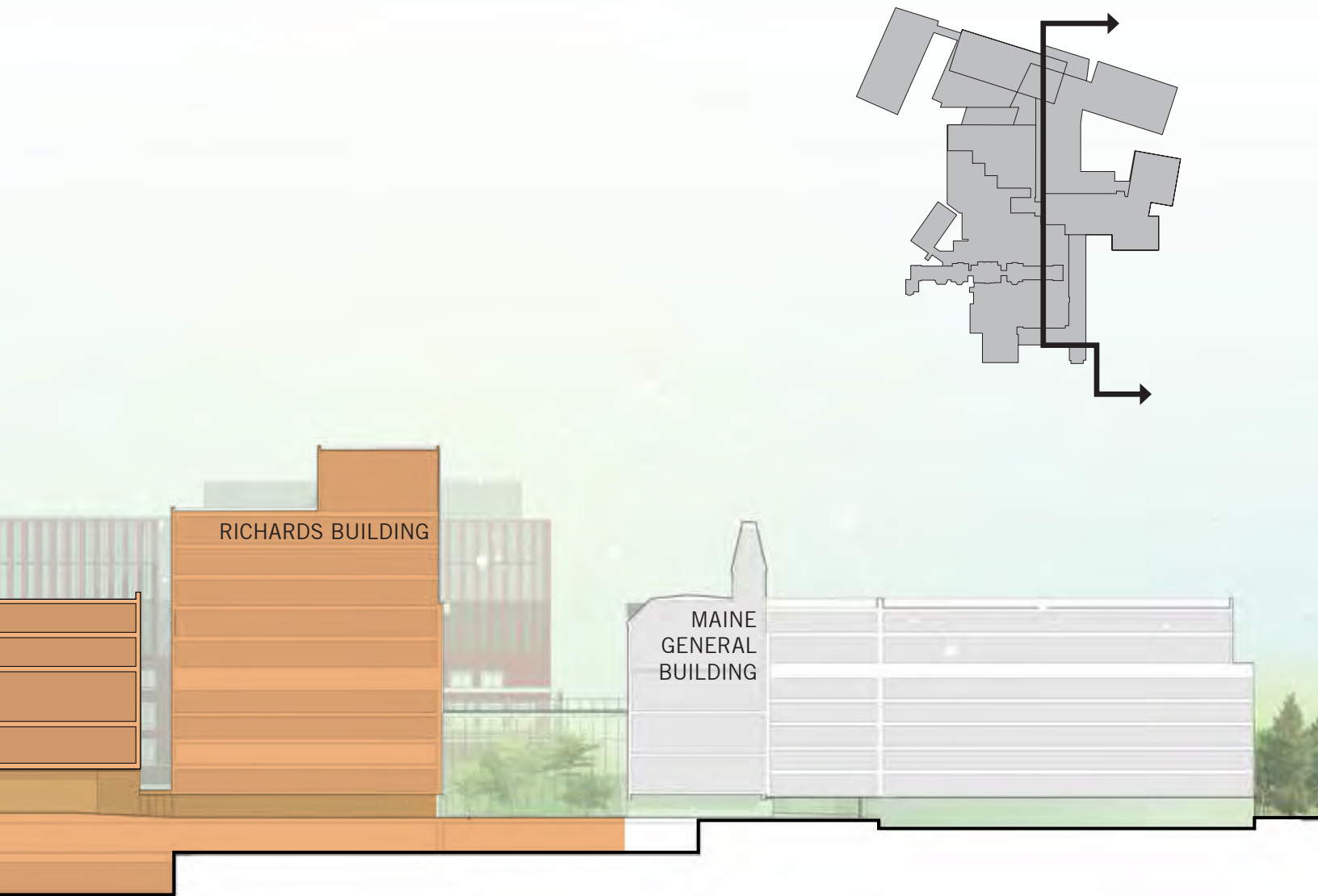


* NOTE: The exact location, footprint and height of St John St Garage to be determined during detailed design.

Fig.2.9 MMC Bramhall Campus: Longitudinal Cross-Section through the Proposed Congress St Development

- EXISTING MMC FACILITIES
- CONGRESS ST DEVELOPMENT: SHORT-TERM (0-5 Years)
- CONGRESS ST DEVELOPMENT: LONG-TERM PROJECTS (5-20 Years)



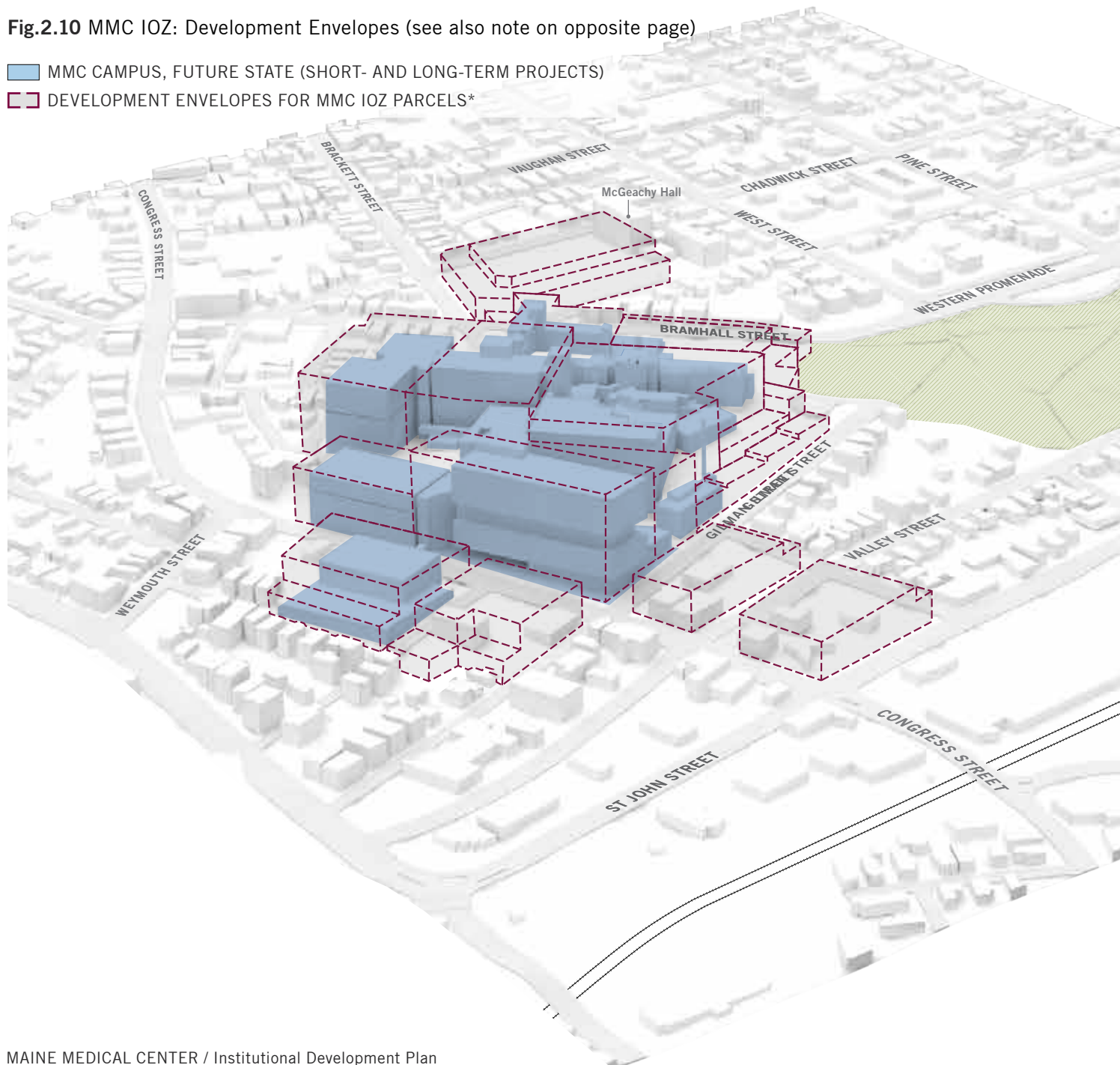


LONG-TERM DEVELOPMENT ENVELOPES

While MMC's Master Facility Plan does not identify specific projects other than those listed on the previous pages (see Fig.2.7 on page 42), all parcels included within MMC's IOZ boundary are considered to be potential zones for redevelopment that supports the effective delivery of healthcare services by MMC to our community in the long-term. Towards this end, MMC has identified context-appropriate uses (see **Table 2.5** at right), development envelopes and design criteria for all IOZ parcels.

Fig.2.10 MMC IOZ: Development Envelopes (see also note on opposite page)

- MMC CAMPUS, FUTURE STATE (SHORT- AND LONG-TERM PROJECTS)
- DEVELOPMENT ENVELOPES FOR MMC IOZ PARCELS*



NOTE: **Fig.2.10** illustrates the maximum height envelopes listed in the MMC IOZ Regulatory Framework. Per the IOZ, the development envelopes only apply to properties that MMC holds right, title, or interest at the time of development. All future development within the IOZ boundary is subject to review for compliance with guidelines and requirements included in MMC's IDP, Regulatory Framework and City of Portland site plan review requirements.

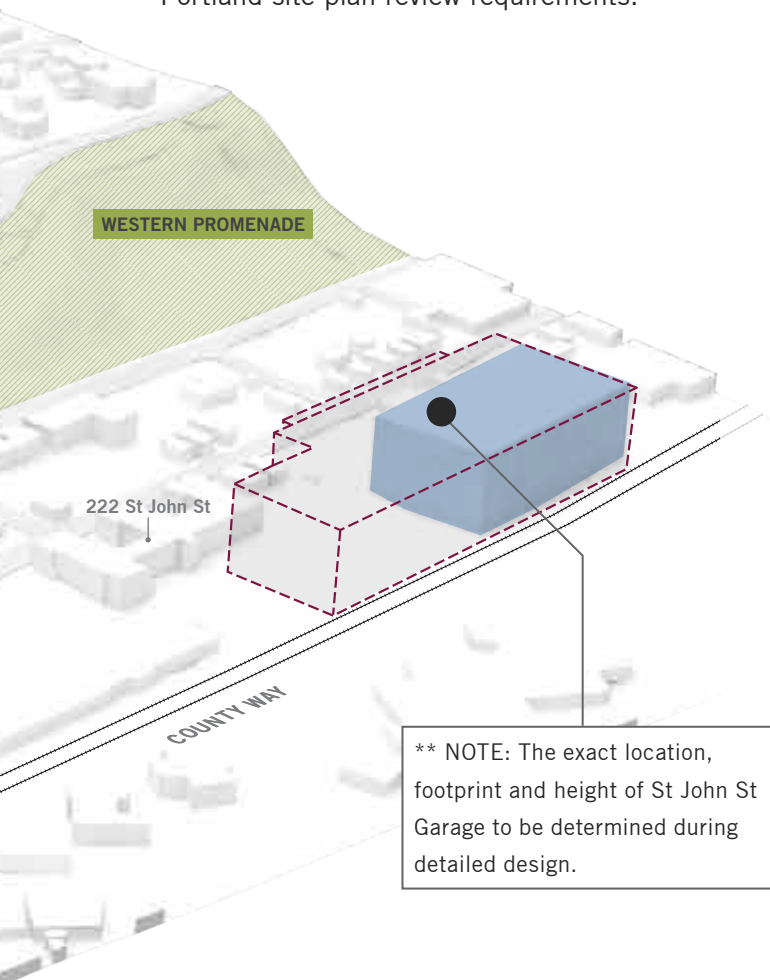


Table 2.5 MMC Potential Future Uses

MMC may locate the following uses within its IOZ boundary:

In addition to the uses permitted in the underlying zone, the following uses are permitted as a matter of right:

Healthcare facilities including but not limited to the following ancillary and/or supporting uses:

- Hospital
 - Medical Office / Clinic
 - Laboratory Center / Services
 - Research and Development (R&D) Laboratory or Facility
 - Educational Facility / Conference Center
 - Administrative / Business Office
 - Accessory Service or Trade Uses
 - Guest House
 - Multi-family housing for healthcare staff and students
 - Rehab / Skilled Nursing Facility
 - Retail Facility
 - Restaurant / Café
 - Employee Service Amenities
 - Day Care Center
 - Fitness Center or Gymnasium
 - Parking Lot
 - Parking Garage
 - Bicycle Storage
 - Heliport
 - Antenna Station
 - Outdoor use areas, such as green areas, parks, gardens, art installations, and other active and passive non-commercial recreation spaces
-

TRANSPORTATION PLAN

Maine Medical Center is developing a long-term transportation plan that will improve campus access, circulation, and wayfinding for patients and visitors. Ongoing initiatives are aimed at providing alternative transportation options to reduce traffic and parking impacts as well as to be responsive to neighborhood concerns about a large parking structure near residential properties.



TRANSPORTATION PLAN: OVERVIEW

Maine Medical Center is developing a long-term Transportation Plan that will improve campus access, circulation, and wayfinding for patients and visitors. It is also developing a Transportation Demand Management (TDM) plan focused on reducing the number of single occupancy vehicles on campus. Ongoing initiatives are aimed at providing alternative transportation options to reduce traffic and parking impacts.

MMC's Transportation and TDM plans are designed to address neighborhood concerns, and to improve campus access, circulation, and wayfinding for patients, visitors, physicians, and staff. The Transportation Plan will be developed and refined during the Maine Department of Transportation (MDOT) required Traffic Movement Permit (TMP) process, with input from the Medical Center's neighbors and City of Portland's traffic engineer. The TDM includes an explanation of the assessment of the Hospital's parking needs to adequately support the Bramhall Campus, and includes strategic initiatives aimed at providing alternative transportation options to reduce long-term traffic and parking impacts. The goal is to provide effective and intuitive transportation solutions that emulate best management practices in transportation infrastructure and operations that support tertiary academic medical centers, enhance and optimize the patient experience, and improve overall traffic flow in the surrounding area.

The purpose of this chapter is to provide an overview of the key transportation elements of the Transportation Plan and the TDM.

The Traffic Management Permit process may require modifications that MMC does not anticipate. The following provides MMC's best analysis of traffic generation and traffic patterns in the short term.

VEHICULAR ACCESS AND CIRCULATION

MMC's service area includes all of Maine and parts of New Hampshire. The majority of MMC patients and visitors do not live within walking distance or near public transportation and arrive by car (see **Fig.3.1 on page 57** for a map of patient origin). The nature and acuity of patient needs create a challenge to the use of alternative modes of transportation. This situation is not atypical for a hospital, but rather is the norm, even in locations with a robust public transit system.

MMC is open to patients every hour, every day of the year. Most MMC staff and physicians, who also fill shifts 24 hours a day, do not live within walking distance or near public transportation (see Fig.3.6 for a map of MMC employee residences). Work responsibilities that require the use of an automobile, a lack of transit options to accommodate staff schedules, seasonal weather extremes, and an insufficient bicycle infrastructure in the surrounding municipalities are all factors that contribute to a high drive share by staff.

EXISTING VEHICULAR FLOWS

Vehicle access and circulation on the MMC Bramhall Campus was planned and designed to maintain a safe and efficient transportation system. Most notably, the concept of separating patients, employees, emergency department operations and loading/service are all considerations that exist at MMC currently and have been approved by the City of Portland. Existing vehicular circulation patterns in and around the Bramhall campus are illustrated on **Fig.3.2 on page 58** and summarized below.

One advantage of its proximity to I-295 is the ease of vehicular access to campus by patients/visitors, employees, and emergency and service vehicles, and the avoidance of high traffic volumes in neighborhood streets.

Patients and Visitors

Patients and visitors have several choices when accessing the hospital. Through a strong wayfinding and signage plan, they are directed to park directly in the Patient / Visitor Garage or the South Lot. They also have access to a convenient patient drop-off area that is located off of Bramhall St, with direct access to parking in the South Lot.

Well-designed curbside drop-off / pick-up areas for patients and visitors are critical to the functionality of any medical center campus. These amenities provide the opportunity for patients and visitors to quickly reach their destination, without the need to park their vehicle, and in some cases, having to

walk long distances, often times unprotected from weather conditions.

MMC provides both inpatient and outpatient care at the Bramhall campus. Outpatient care services experience higher curbside demands for patient drop-off / pick-up activities because of the shorter visits whereas inpatient care generates less turnover, but requires greater accessibility. In addition to general patient access and egress by private vehicles, MMC drop-off / pick-up zones also experience other demands created by taxis (including ride-share such as Uber, Lyft, etc.), shuttle buses, short-term deliveries (like flowers, etc), and staff—vehicles that do not necessarily park, but intend to only drop-off passengers and then exit the hospital campus.

Emergency Department Access

MMC's Emergency Department (ED) is located near the main entrance but is clearly delineated and separated from it. Within the ED area, ambulances have their own dedicated area and are separated from patient ED access and short-term ED parking.

Staff Access

Staff primarily park in the Employee Garage, which is located on Congress St with access off of Gilman St. Other employee parking locations include the various satellite lots listed in **Fig.1.7 on page 22**. This design limits the mixing of patient and staff traffic, resulting in fewer staff vehicles near patient access zones.

Service Access

Trucks destined for MMC are directed to a dedicated loading and service facility located off of Gilman St, separate from all active patient access and circulation functions. MMC does not accept large deliveries from any location other than through the loading dock area.

EXISTING TRAFFIC CONDITIONS

An analysis of existing traffic conditions on and around the Bramhall Campus was completed by Gorrill Palmer, a South Portland based land development, transportation and municipal engineering firm. Gorrill Palmer observed several street intersections during the morning and afternoon in December 2016. In order to estimate the peak summer traffic volume on the two busiest intersections observed (Congress St / St John St and Congress St / Valley St), trip counts were increased by 1.1% on St John St and 11.4% on Congress St. The trips observed are summarized on **Table 3.1** below.

Table 3.1 Seasonally Adjusted 2016 Volumes

INTERSECTION	2016 ESTIMATED VOLUMES		MMC TRAFFIC AS A PERCENT OF TOTAL TRAFFIC	
	AM	PM	AM	PM
Valley St. / Congress St.	1,170	1,200	17%	7%
Congress St. / Saint John St.	1,860	2,100	14%	7%

Fig.3.1 Dot Density Map Showing Patient Origin by Zipcode (2016)

LEGEND

- 10 patients
- State Boundaries

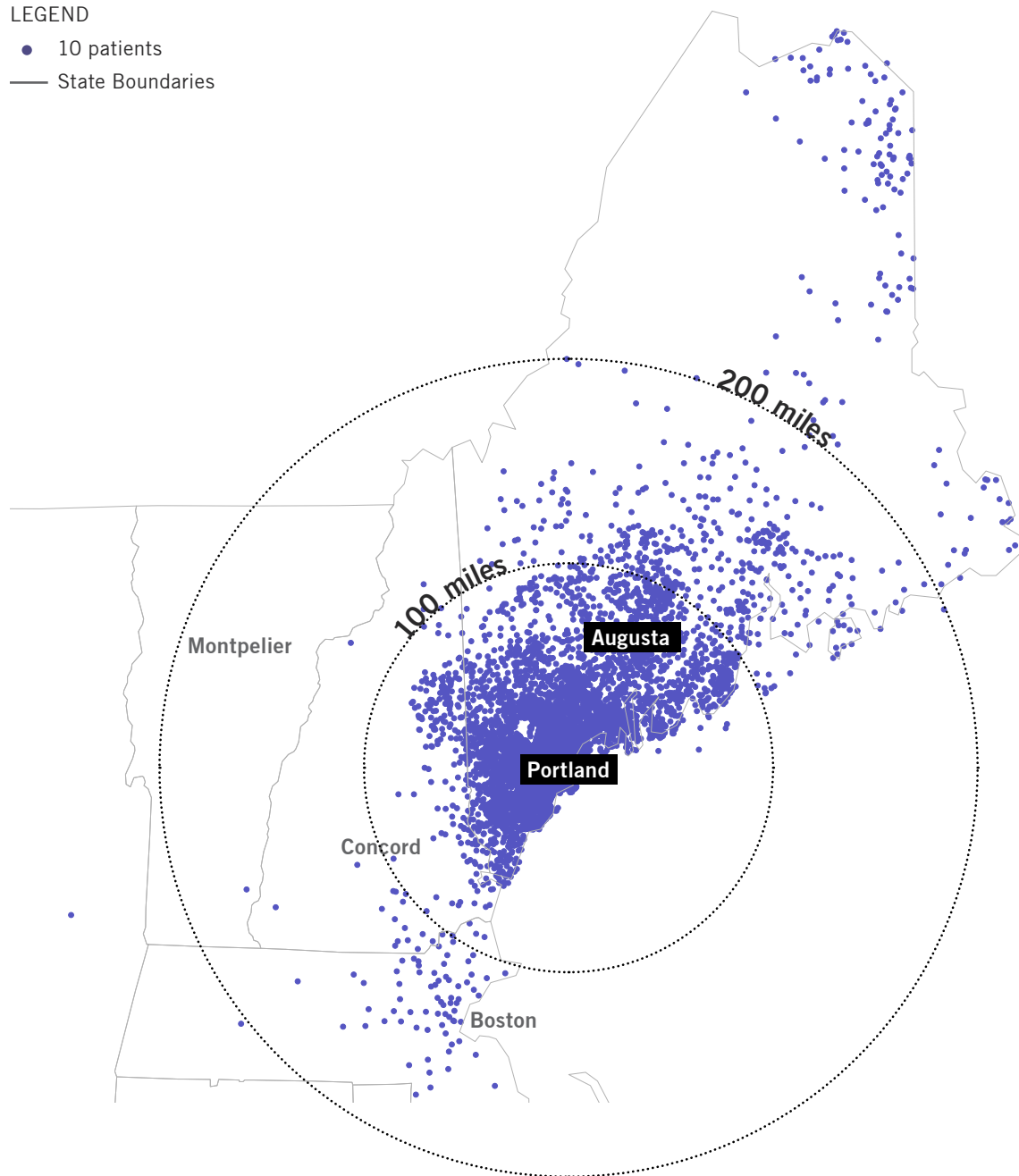


Fig.3.2 MMC Existing Circulation Routes and Access Points

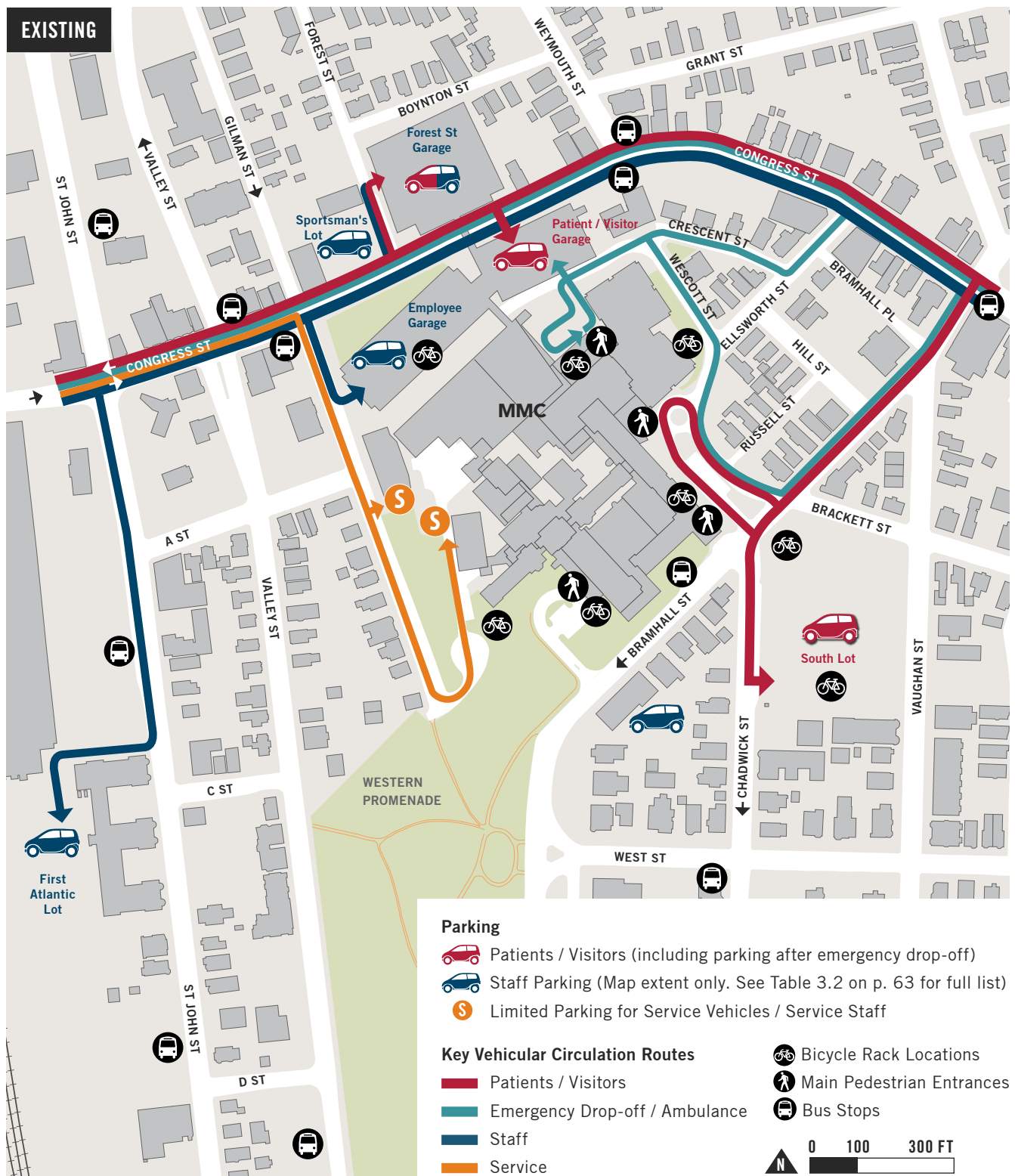
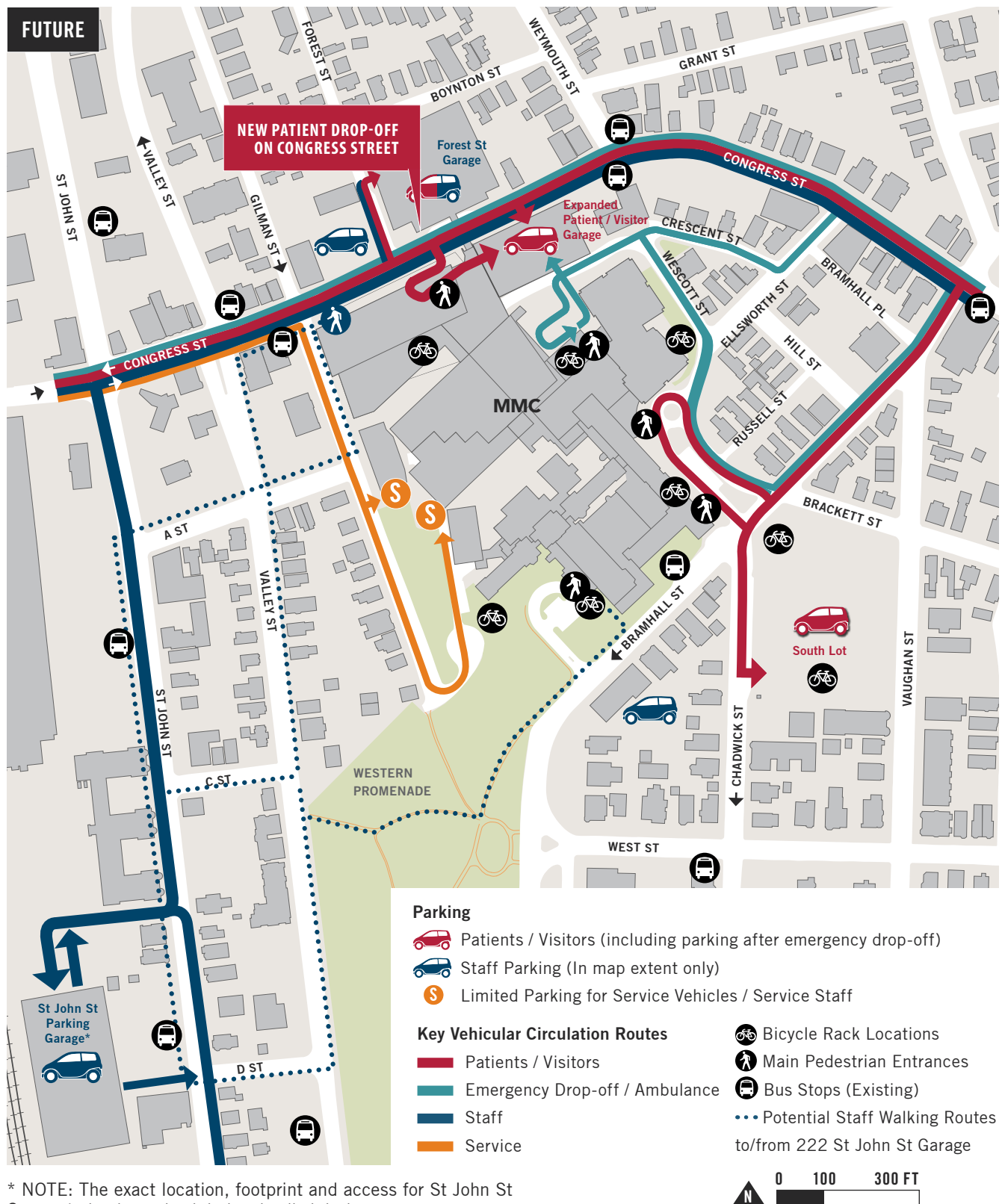


Fig.3.3 Transportation Plan (Future): Circulation Routes and Access Points



The safety evaluation considered crash data provided by MaineDOT for the period of 2014-2016, the most recent available at the time the analysis occurred. In order to evaluate whether a location has a crash problem, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met in order for a location to be classified as an HCL:

1. A critical rate factor (CRF) of 1.00 or more for a three-year period. A CRF compares the actual crash rate to the rate for similar intersections in the state. A CRF of less than 1.00 indicates a rate of less than average, and:
2. A minimum of eight crashes over the same three-year period.

Based on the crash data provided by MaineDOT, the HCLs in the vicinity of the site are: the intersection of Congress St with Bramhall St and Deering Ave, the intersection of Congress St with Gilman St, the intersection of Park Ave with Valley St, Congress St from Forest St to Weymouth St, and St. John St from Congress St to just south of Park Ave.

PROPOSED MODIFICATIONS TO ACCESS AND CIRCULATION

Proposed New Entrance

MMC's short-term projects include a new entrance on Congress St to improve access and egress for patients and visitors. Today, most motorists arrive on campus via Congress St: they either park off

Congress St in the Patient / Visitor Garage, or use Bramhall St to reach the emergency room or entrance on Charles St, which also allows access to the Patient / Visitor Garage on an upper floor.

It is anticipated that the new Congress St entrance will be used primarily by vehicles dropping off or picking up patients, shuttle buses, or short-term deliveries (like flowers, etc). The entrance will be designed to allow vehicles to either exit back onto Congress St or directly enter the adjacent Patient / Visitor Garage after passing through the drop-off zone without having to go back onto the public street. The Charles St entrance (at the East Tower) will remain open and continue to accommodate some defined patient demand. Changes to patient / visitor circulation and the impacts on Congress St traffic operations will be studied as part of the Traffic Movement Permit Application (TMP) process.

The new entrance on Congress St is expected to improve access to the campus while reducing vehicular traffic on neighborhood streets. Work is currently underway to identify design options for the new entrance and drop-off that minimizes impact on existing pedestrian, bicycle, transit and vehicular traffic along Congress St. The proposed site plan will be reviewed as part of the State's Traffic Movement Permit (TMP) Application during the City's Site Plan review process.

Proposed Employee Parking

As part of MMC's short-term projects, the existing Employee Garage will be demolished. MMC is collaborating with a third-party developer to build a 2,200 space parking garage at 222 St John St. All staff parking will be consolidated to this new location.

PROJECTED TRAFFIC IMPACT

As mentioned previously, the traffic impacts of the MMC Short-Term Projects will be studied comprehensively as part of the Maine Department of Transportation (MaineDOT) Transportation Movement Permit (TMP) application process delegated to the City of Portland.

Some of the traffic items reviewed as part of the TMP will include:

- Trip generation methodology.
- Trip distribution assumptions.
- Weekday morning and evening traffic operations/capacity analyses.
- Average and 95% queue analyses for key intersection approaches.
- Pedestrian and bicycle safety evaluations.
- Identification of potential mitigation to address identified deficiencies created or exacerbated by the proposed development.

A high-level analysis of the projected changes in traffic as a result of estimated growth in the City of Portland and MMC's short-term projects was

completed. Traffic volumes in the vicinity of MMC's Bramhall campus are anticipated to increase by approximately 3.5% between 2016 and 2023, without any MMC development, due to background traffic growth throughout the City. This increase is based on an estimated growth of 0.5% per year and compares the 2016 traffic volumes to the 2023 Pre-development traffic volumes (with no MMC development).

If the MMC employees utilize the 222 St John St garage, then traffic volumes at the intersection of St John Street / Congress Street may increase by approximately 17% and traffic volumes at the intersection of Valley St / Congress St may decrease by approximately 5% during peak commuter hours between 2016 and 2023. This increase compares the 2016 (seasonally adjusted) predevelopment traffic volumes to the 2023 Postdevelopment traffic volumes (with MMC development). This change in traffic volumes is due to the additional garage traffic (i.e. MMC expansion), the relocation of the existing employee garage traffic from Gilman Street to St John Street, and the background City traffic growth.

In 2023, the development of the employee parking garage at 222 St John St may increase total traffic volumes at the intersection of St John St / Congress St by approximately 12% during the peak commuter hours and approximately 56% during the peak hours of MMC shift changes that primarily occur during non-peak commuter hours. This is the increase

between 2023 Predevelopment volumes (with no MMC development) and 2023 Postdevelopment volumes (with MMC development). This increase is due to the additional garage traffic and the relocation of existing employee garage traffic from Gilman to St. John. Although the percentage increase during the peak hour of MMC shift changes appears high, the traffic volumes during the non-commuter peak hours with additional MMC development are still lower than the volumes during the peak hours of commuter traffic without significant additional MMC development.

MMC's traffic volume is expected to decrease at other intersections near satellite parking locations as a result of consolidating parking at 222 St John St. Although traffic due to MMC is anticipated to decrease at intersections near the satellite parking lots, total traffic volumes at those intersections may not change significantly, since different users may still utilize the lots. However, regardless of traffic volumes, there will be less vehicle miles travelled on the roadway network, since MMC employees will no longer be driving around the streets seeking out the last remaining parking spaces.

PARKING

MMC offers its patients, visitors, physicians, and employees several options for parking. MMC currently controls approximately 2,877 total off-street parking spaces either via ownership or through leases with others that specifically serve the Bramhall Campus. Of the 2,877 spaces, 2,027 parking spaces are subscribed to staff and physicians. About 1,538 of these employee parking spaces are located on the Bramhall Campus..

In addition to their on-campus parking spaces, MMC controls an additional 489 spaces for employees in remote parking facilities that serve the Bramhall Campus. Off-site spaces that are used by employees require shuttle services to the Bramhall Campus by dedicated shuttle services. **Table 3.2** on the following page provides a summary of existing MMC parking facilities. MMC has continued to see demands on the existing supply intensify due to increased patient volumes and higher acuity patients (longer lengths of stay).

In order to assess MMC's existing and future parking demand, a nationally recognized consulting firm was hired that specializes in this work. Vanasse Hangen Brustlin, Inc. (VHB) began working with MMC in January 2017. VHB also has done work for the City of Portland.

EXISTING PARKING ANALYSIS

The existing parking garages and surface lots are not equipped to readily collect and compile entrance, exit, and occupancy data electronically. As a result, in order to collect baseline data,

Table 3.2 Existing Parking Spaces

		Patient / Visitor	Employee	Total at Facility	Ownership
ON-CAMPUS 850 patient / visitor 1,538 employee spaces	Employee Garage	0	1,274	1,274	Owned
	Patient / Visitor Garage	480	0	480	Owned
	South Lot	370	0	370	Owned
	887 Congress (Forest St Garage)*	0	178	178	Owned
	7 Bramhall St	0	26	26	<i>Leased</i>
	905 Congress St (Sportsman Lot)	0	60	60	<i>Leased</i>
OFF-CAMPUS 489 employee spaces	222 St John St (First Atlantic Lot)	0	283	283	<i>Leased</i>
	181 High St (Gateway Garage)	0	100	100	<i>Leased</i>
	993 Congress St (Classic Lot)	0	97	97	Owned
	321 Brackett St	0	9	9	<i>Leased</i>
TOTAL PARKING SPACES		850 Patient / Visitor	2,027 Employee	2,877 Total	

* The Forest St Garage has an additional 222 spaces that are dedicated to medical office staff and patients.

detailed hourly parking occupancy counts were conducted on March 8, 2017 and March 9, 2017 by VHB. The goal of these parking counts was to collect temporal parking data at the Employee garage, the Patient / Visitor garage, and the South Lot to confirm parking surge (between daytime and evening staff shift changes) and overnight demand. Hourly counts were conducted from 5am to 12pm, 3pm to 8pm, and 10pm to 12am. This data have been compiled to quantify the existing conditions parking demand estimates.

Additional parking occupancy counts were conducted daily between April 24, 2017 and April 28, 2017 at 10am and 2pm by MMC. MMC parking was 93% occupied throughout the week.

Overall, existing parking demand conditions at MMC were quantified via a combination of distinct actions:

- Weekday occupancy parking counts were conducted to understand utilization at key points in time to assess peak occupancy, overnight occupancy, and intervals of weekday garage entries and exits. These counts were conducted in March and April 2017.
- Intermittent spot checks of parking utilization and access/egress were conducted from January through March 2017 by MMC and its consulting team.

- MMC Parking and Security staff and the City of Portland Parking Director provided input regarding their observations and experiences relating to the utilization of parking.

These counts, observations and input indicate that the parking system typically operates at or above capacity during weekday daytime.

CURRENT PARKING SHORTAGE

MMC's 850 patient/visitor parking spaces equates to +/- 1.33 parking spaces per bed. This is low when compared to other New England and national peers. Patient drive rate is consistently high among large academic medical centers regardless of location. Therefore it is appropriate and reasonable to compare MMC patient parking needs on a space per bed basis to highly urban, suburban, and rural settings. MMC would need about 340 additional patient/visitor parking spaces to achieve the midpoint parking space/bed ratio (approximately 1.87) of its peers.

MMC's 2,027 staff parking spaces equates to about 3.18 parking spaces per bed. This ratio is also low when compared to other peer institutions. When studying employee parking needs, it is important to compare institutions that would reside in similar contexts where driving behavior and auto mode shares would be similar.

During the analysis, MMC's consultant team attempted to identify comparable medical centers.

A significantly similar comparison medical center does not exist due to the number of factors impacting parking. The medical centers that were determined to be somewhat similar and adequate comparisons had median parking ratios of 1.87 for patients/visitors and 4.38 for employees.

Under current conditions, MMC will require 150-200 additional on-campus parking spaces to alleviate current staff parking shortfalls that have been estimated via observations and data collection activities and eliminate on-street parking by MMC staff. To help existing demand pressures, MMC continues to pursue a number of strategies to address its constrained parking situation, including:

- The study of enhanced Transportation Demand Management (TDM) actions to reduce single-occupancy vehicle trips and parking demand,
- Moving employees to off-campus locations (both program and parking), and,
- Securing additional remote parking and serving that remote parking with convenient shuttle services for staff.

MMC's existing decentralized parking solution creates management challenges and is an employee dissatisfier. Management challenges include multiple shuttle routes that add to traffic congestion on Portland's streets and the high cost of servicing and operating multiple shuttles. MMC employees frequently share that the employee parking at the Bramhall Campus is unreliable. There are eight

parking locations available for MMC employees. When one location is full, employees have to search other locations for available parking which adds to traffic congestion on Portland's streets. On days when MMC is near or at capacity, finding a parking spot in a reasonable amount of time is a challenge.

PLANNING GOALS FOR PARKING

With regard to Parking, MMC's goal is to accomplish the following key objectives:

1. Support a predictable arrival experience for patients and visitors,
2. Where feasible, allow for segregation of MMC patients/visitors and staff parking,
3. Address neighborhood concerns of MMC staff occupying on-street parking spaces,
4. Provide a parking supply that is sufficient to support the Medical Center,
5. Rely upon an enhanced TDM program to help reduce vehicle trips and parking demands when reasonably feasible.

FUTURE DEMAND PROJECTIONS

Future patient, visitor, staff and physician parking needs were quantified based on an assessment of MMC's patient volume (inpatient and outpatient activity) and staff growth projections. The demand for patient care at MMC is growing as described under **"Projected Daily Census" on page 40**.

MMC anticipates that the overall patient demand will grow by approximately 8 percent over the next ten years (or 0.75 percent per year). Similarly, employment at MMC is expected to grow by

approximately 7 percent over the next ten years (or 0.7 percent per year). We expect patient and patient-related and employee parking demand will increase at similar rates. This demand will be offset by Transportation Demand Management methods described later in this chapter. These expected trends have been used to estimate the increased parking needs of the Hospital.

The following key points summarize MMC parking activity under current conditions, and provide the context for assessing and understanding the parking objectives that are proposed for the transportation plan:

- Under current conditions, the MMC parking system typically operates at or above capacity during weekday daytime hours.
- The hospital requires about 150-200 additional on-campus parking spaces to alleviate current 2017 staff parking shortfalls. These estimates are based on several iterations of counts, observations, and input from MMC, as described previously.
- When compared to other peer academic medical centers, MMC generally has a lower parking-to-licensed bed ratio both for its patients as well as its physicians and staff. There is not an industry standard method for comparing hospital parking supply. The number of patient beds was used as the common factor in this analysis because of its relative uniformity among academic medical centers.

PROPOSED MODIFICATIONS TO PARKING

MMC's short-term projects include:

1. Patient / Visitor Garage Addition: MMC will expand its existing 480-space Patient / Visitor Garage by three levels to accommodate an additional 225 spaces by 2019.
2. New St John St Garage: MMC will deconstruct the existing 1,274-space Employee Garage and will construct a replacement garage that will supply approximately 2,200 spaces for MMC. MMC intends to provide a reliable and complete parking solution for employees.

FUTURE PATIENT / VISITOR PARKING

Once the Patient / Visitor Garage Addition is completed, the patient parking supply will be adequate to meet the growing needs of the patients and visitors.

MMC's short-term projects will increase patient/visitor parking supply from 850 spaces to 1,075 spaces. As a ratio of parking spaces per bed, MMC's on-campus patient parking system will improve from an existing ratio of 1.33 (a rate that is low when compared to peers) to 1.68 (average to its peers).

FUTURE EMPLOYEE PARKING

In total, MMC estimates a need for 500-600 additional staff/physician parking spaces to accommodate future demands and resolve the existing parking shortage. The 2,200 employee parking spaces in the new St John St Garage are intended to accomplish the following:

- Accommodate expected staff growth,
- Provide for replacement parking to support demolition of the existing Employee Garage,
- Consolidate existing remote surface parking, and
- Reduce parking by staff on surrounding neighborhood streets.

This increase in employee parking supply will improve MMC's ratio of employee parking to patient beds from their existing ratio of 3.18, which is very low when compared to peer academic medical centers.

The proposed St John St Garage will consolidate the majority of MMC's employee parking which will improve employee satisfaction and minimize management challenges. A smaller and more reliable shuttle service will be available to MMC employees getting to and from the parking garage. In addition, the St John St location is 3 tenths of a mile from the Bramhall Campus and MMC will encourage walking.

ALTERNATIVE TRANSPORTATION

MMC supports and aims to increase the use of alternative transportation by its employees, patients and visitors through the implementation of its Transportation Demand Management (TDM) Plan outlined on page 74. Ongoing collaboration with the City of Portland, local and regional transit agencies, and neighborhood and advocacy organizations is planned to ensure the improvement of pedestrian, bicycle and transit infrastructure and networks serving the campus.

MMC solicited input from neighbors on the topics of vehicular, bicyclist and pedestrian safety around the campus at its January 12, 2017 Open House. Key findings from this meeting are summarized at the end of this section under the heading "Future Transportation Planning Considerations." MMC has shared the Open House results with the City of Portland and neighborhood representatives. MMC will continue working with neighbors, City staff, and elected officials to address vehicular, pedestrian and bicyclist safety concerns around its campus as part of its ongoing community engagement process (see page 130).

PUBLIC TRANSIT ACCESS

METRO provides bus service throughout the Greater Portland region and makes stops within walking distance to the MMC Bramhall campus. The campus is also served by the ZOOM Turnpike Express route operated by ShuttleBus–ZOOM.

Multiple METRO routes accessible from the campus provide connections to the nearby Portland Transportation Center (PTC) and the Downtown Hub, which are served by additional METRO and regional bus lines. The PTC also serves as the local connection to Amtrak's Downeaster service that runs along the coast between Boston and Brunswick. See **Fig.3.4** and **Table 3.3** on the following pages for an illustration of bus routes and bus stops within walking distance of the MMC campus. All buses serving the campus are equipped with bike racks to enable multi-modal commutes.

MMC supports mass transit commutes and provides financial incentives to employees choosing public transit as part of its Transportation Demand Management (TDM) program. MMC will provide enhanced incentives and work with METRO to improve transit access for all campus users as part of its future TDM Plan. See "Supporting Mass Transit Commutes" on page 78 for details.

Detailed design of each new development on campus will consider the location of nearby transit stops, and identify any necessary changes to locations to better serve transit users.

Fig.3.4 Map of Existing Transit Routes and Stops

-  MMC Main Pedestrian Entrance
-  Bicycle Rack Locations
-  Existing Bus Stops around Campus (see opposite page for transit route legend)

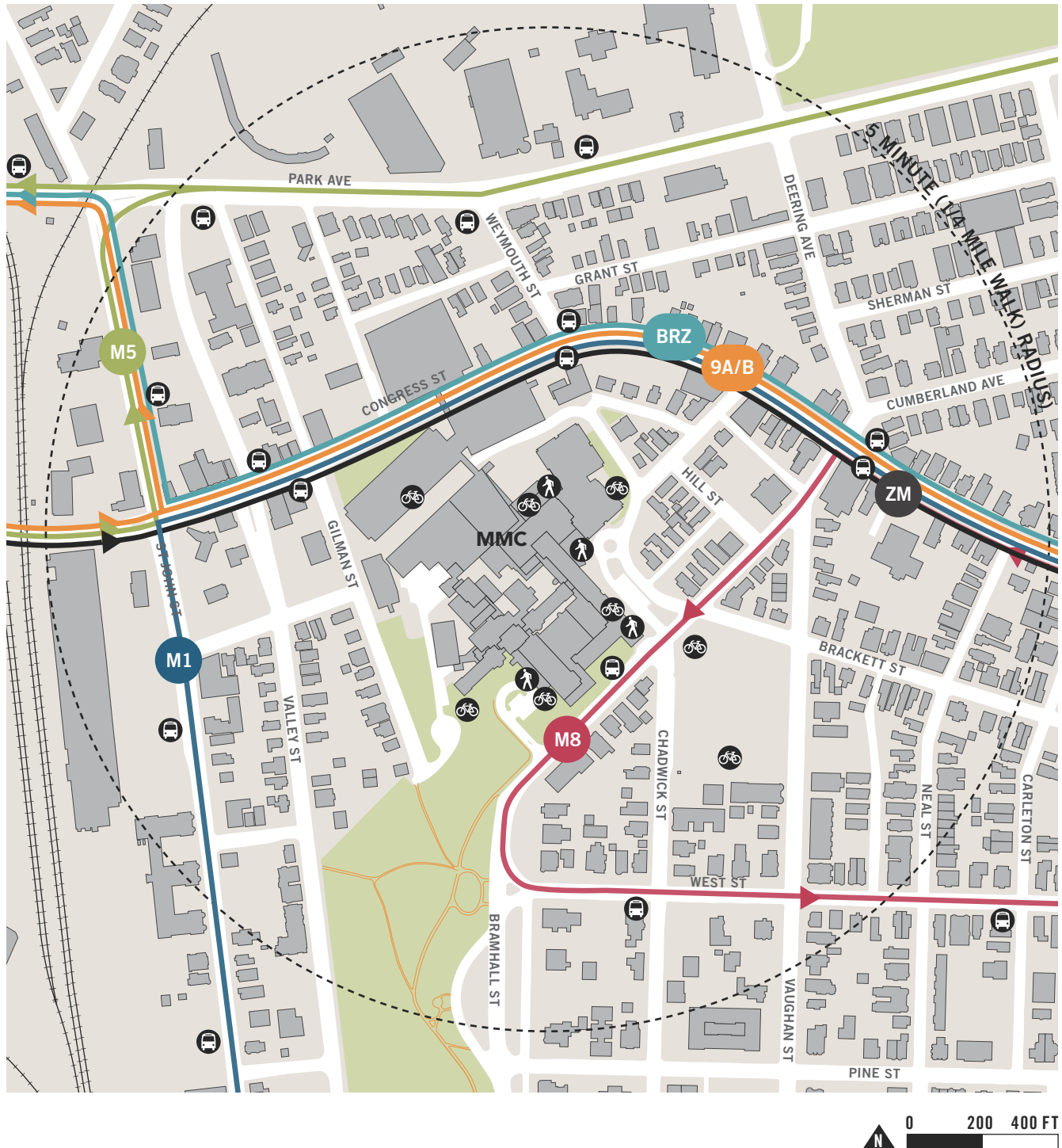


Table 3.3 Bus Routes Serving MMC Bramhall Campus

The following bus routes are accessible within a five minute walk of the MMC campus. See **Fig.3.4** on opposite page for location of routes and bus stops.

-  **M1 – CONGRESS STREET**
Connection to Portland Transportation Center (PTC), Downtown, Munjoy Hill and Eastern Promenade
-  **M5 – JETPORT / MAINE MALL**
Connection to Downtown, Hannaford Plaza, Maine Mall and Portland Jetport
-  **M8 – PENINSULA LOOP**
Connection to Downtown, Franklin Towers, Whole Foods Plaza and Hannaford Plaza
-  **M9A / 9B – NORTH DEERING VIA STEVENS AVENUE**
Connection to MMC Brighton campus, Highlands, Rosemont, and North Deering
-  **METRO BREEZ EXPRESS (BRZ)**
Connection to PTC, Downtown, Falmouth, Yarmouth, Freeport
-  **ZOOM Turnpike Express (ZM)**
Connection to Biddeford and Saco

Rte #	Closest Stop	Times of Operation	Headways
M1	Congress St	5:35am to 11:10pm (M-F) 7:45am to 6:05pm (Sat) 8:10am-6:35pm (Sun)	Varies between every 30 minutes during daytime to every 45 minutes late evenings
M5	St John St	5:30am to 10:45pm (M-F) 6:05am to 10:45am (Sat) 7:55am to 6:40pm (Sun)	Varies between 25-35 minutes during weekdays (daytime) to every 40-45 minutes on weekend evenings
M8	Bramhall	6:40am to 6:00pm (M-F) 7:50am to 6:17 pm (Sat) 9:35am-4:17pm (Sun)	Varies between every 30-40 minutes during weekdays to every hour during weekends
M9A/9B	Congress	5:35am to 10:35pm (M-F) 7:35am to 10:30pm (Sat) 8:35am-4:35pm (Sun)	Varies between 10 minutes on weekday mornings to every 1 hours on weekends and evenings
BRZ	Congress	6:00am to 7:45pm (M-F) 8:20am to 6:10pm (Sat) No Sunday Service	Varies between 45 minutes on weekday mornings to every 2 hours on Saturdays
ZOOM	Bramhall and Congress	6:00am to 6:40pm (M-F) No Weekend Service	5 buses in the morning b/w 6am-8:17am 6 buses in the afternoon b/w 2:46pm-5:35pm

Fig.3.5 Heatmap Showing Popular Bicycle Routes in the Area, as Recorded by Strava App Users

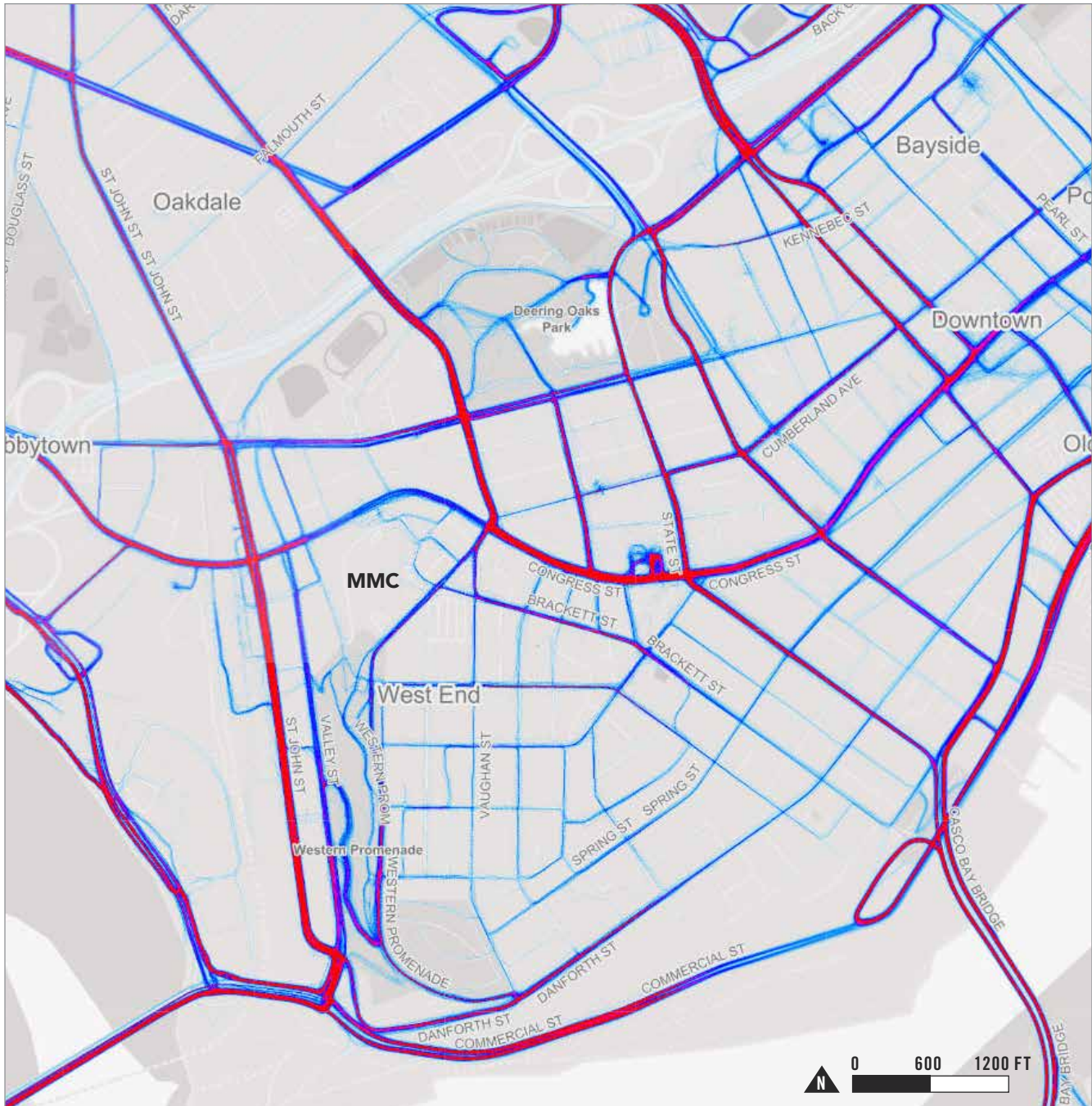
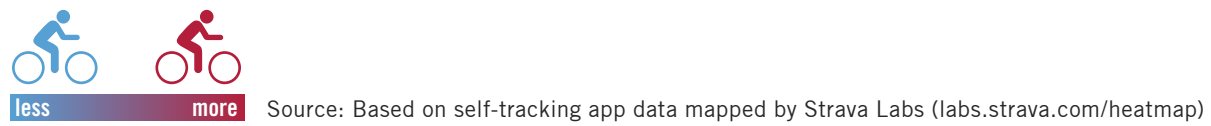


Fig.3.6 Portland Bikeway and Pedestrian Network (Source: City of Portland, 2014)

EXISTING FACILITIES

- Bicycle Lane
- Shared Use Pathway
- Paved Shoulder
- Shared Lane, with Marking
- Neighborhood Byway
- Shared Lane

PLANNED FACILITIES

- On Road Bikeway
- Neighborhood Byway
- - - Shared Use Pathway or Rail with Trail



BICYCLE ACCESS AND STORAGE

As shown in **Fig.3.5 on page 70**, bicycling is prevalent within the City of Portland, however, bike use at and around the MMC campus is generally lower than in other Portland locations. This could be a result of the severe grades in the Bramhall neighborhood, but also the lack of strong municipal bicycling infrastructure, including dedicated bike lanes, paths and sharrows.

MMC is committed to supporting bicycle access to the Bramhall campus by all users, including employees. In recent years, the hospital has invested in bicycle racks, showers, and lockers, and currently has the capacity to accommodate parking for up to 193 bicycles on campus (see **Fig.3.2 on page 58** for locations). MMC aims to continue support employees who bike to work as a part of its TDM plan (see "Supporting Bicycle Commutes" on page 79).

MMC is an advocate of the City of Portland's Bikeway Network Plan, which will provide bicycle infrastructure on campus adjacent streets with linkages to existing and planned shared use pathways (see **Fig.3.6 on page 71**).

Detailed design of each new development on campus will identify any necessary changes to bike infrastructure to better serve the needs of those arriving by bike.

PEDESTRIAN ACCESS AND CIRCULATION

Whether they arrive on campus by car, by bus or by bicycle, all campus users are pedestrians at some point in their journey to their MMC destination. Like other medical centers of its size, MMC provides elevated, covered, and temperature-controlled pedestrian walkways between its parking garages and key campus circulation corridors. This limits exposure to adverse weather conditions, facilitates wayfinding for patients / visitors, and minimizes on-street vehicle / pedestrian conflicts.

MMC also maintains its network of campus pathways and campus-adjacent public sidewalks to ensure safe pedestrian access to campus facilities (see **Fig.3.2 on page 58** for location of key pedestrian entrances).

MMC will complete a campus-wide ROW Plan at the time of its first site plan review that includes sidewalk materials to clarify the need for any variations from current city policies and how they would be integrated into the public realm. In order to improve slip resistance and ADA accessibility, MMC may request waivers from the city's sidewalk material policy under site plan review.

MMC aims to improve pedestrian access to campus with future building projects by orienting building entrances to public streets and providing active ground floor uses where possible. (See "Design Guidelines" on page 116 for details.). MMC will also work with the City and other stakeholders

including the St. John Valley Neighborhood Association to identify potential improvement that could be implemented to pedestrian routes between the proposed St John Garage (see **Fig.2.7 on page 44**) and the core campus.

FUTURE TRANSPORTATION PLANNING CONSIDERATIONS

MMC continues to solicit input from its neighbors to identify transportation-related issues and possible improvements that should receive additional consideration during the planning and design of future projects by MMC and the City. Key issues identified in this process to date include the following:

- Chadwick Street: A portion of Chadwick Street is one-way. The conversion to two-way could reduce the amount of traffic going further into the West-end neighborhood and help slow vehicular speeds to levels that are safer for pedestrians and bicyclists.
- Chadwick Street at West Street: Neighbors have observed low compliance with stop-signs and two-way travel on one-way streets.
- Vaughan Street at Bramhall Street: This is a difficult intersection geometry for pedestrians, cyclists and vehicles.

TRANSPORTATION DEMAND MANAGEMENT (TDM)

MMC has an active Transportation Demand Management (TDM) program that was one of the first in the state of Maine when launched in 2008. The program aims to reduce MMC's impact on peninsular traffic by subsidizing and marketing of alternative commute options including walking, bicycling, public transit, and rideshare. Known as "Get on Board!," this voluntary program has grown each year through increased enrollment.

In 2017, MMC engaged VHB, a consulting firm with expertise in this area, to update and enhance its TDM program and to inform its long-term plans for parking, in particular.

This section provides a summary of VHB's analysis of existing employee commuter behavior, and outlines proposed updates to the "Get on Board!" program that will be implemented in the near- and long-term to further reduce single-occupant vehicle (SOV) commutes by employees.

EMPLOYEE COMMUTES: 2017 BASELINE

As part of its efforts to monitor and enhance the "Get on Board!" program, MMC recently administered a voluntary transportation survey with its employees. The survey showed that 9% of employees use alternatives to SOV commutes (see **Fig.3.7 on page 75**). Based on the expert knowledge and experience of VHB, the high percentage of employees driving to work alone and parking near campus is not unexpected given the nature of the services provided, the dispersed

geographic footprint of where MMC employees live, and the availability of viable transportation alternatives to driving. Detailed analysis of employee driving distance to work is illustrated in **Fig.3.8** and **Fig.3.9** on the following pages.

FUTURE TDM TARGETS

Based on a review of census data, employee travel origin and destination information, existing employee travel mode split, and transportation survey results, MMC believes it can further reduce the portion of employees driving alone to work, thus reducing trip making and resultant parking demands. An initial estimate is that an additional 1.5% of the daytime population could be shifted into alternative modes of accessing the campus. This represents approximately 65 fewer individuals driving alone to campus.

The reduction would be achieved through MMC's existing TDM initiatives, as well as new strategies that will be implemented over time. MMC will endeavor to increase its employees' overall use of alternative modes of travel beyond the target identified above through further enhancements or program expansions in the coming years and depending upon initiatives by the City, GPCOG, and others.

MMC's enhanced TDM Plan draws on national best practices and suggested examples from the City of Portland Planning Staff. City suggestions included evaluating the Downtown Parking Management

Fig.3.7 MMC Bramhall Campus Employees Commuting Mode Split (2017)

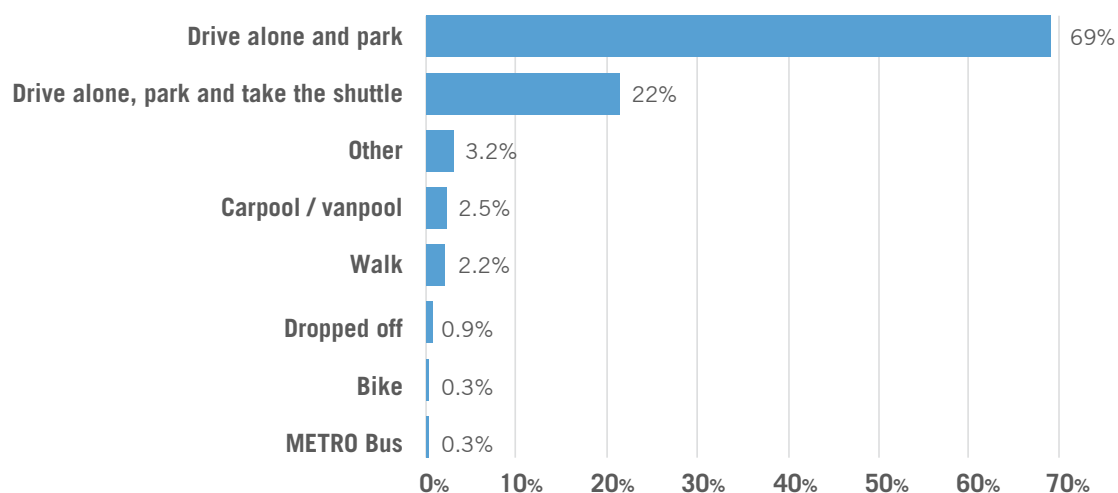


Fig.3.8 MMC Bramhall Campus Employees, Distance to Work by Type of Employee

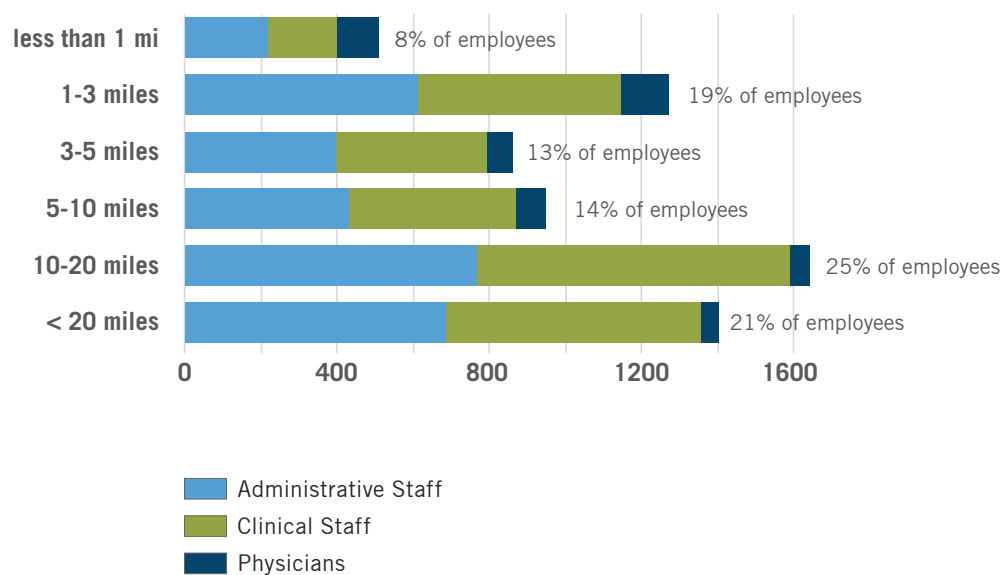
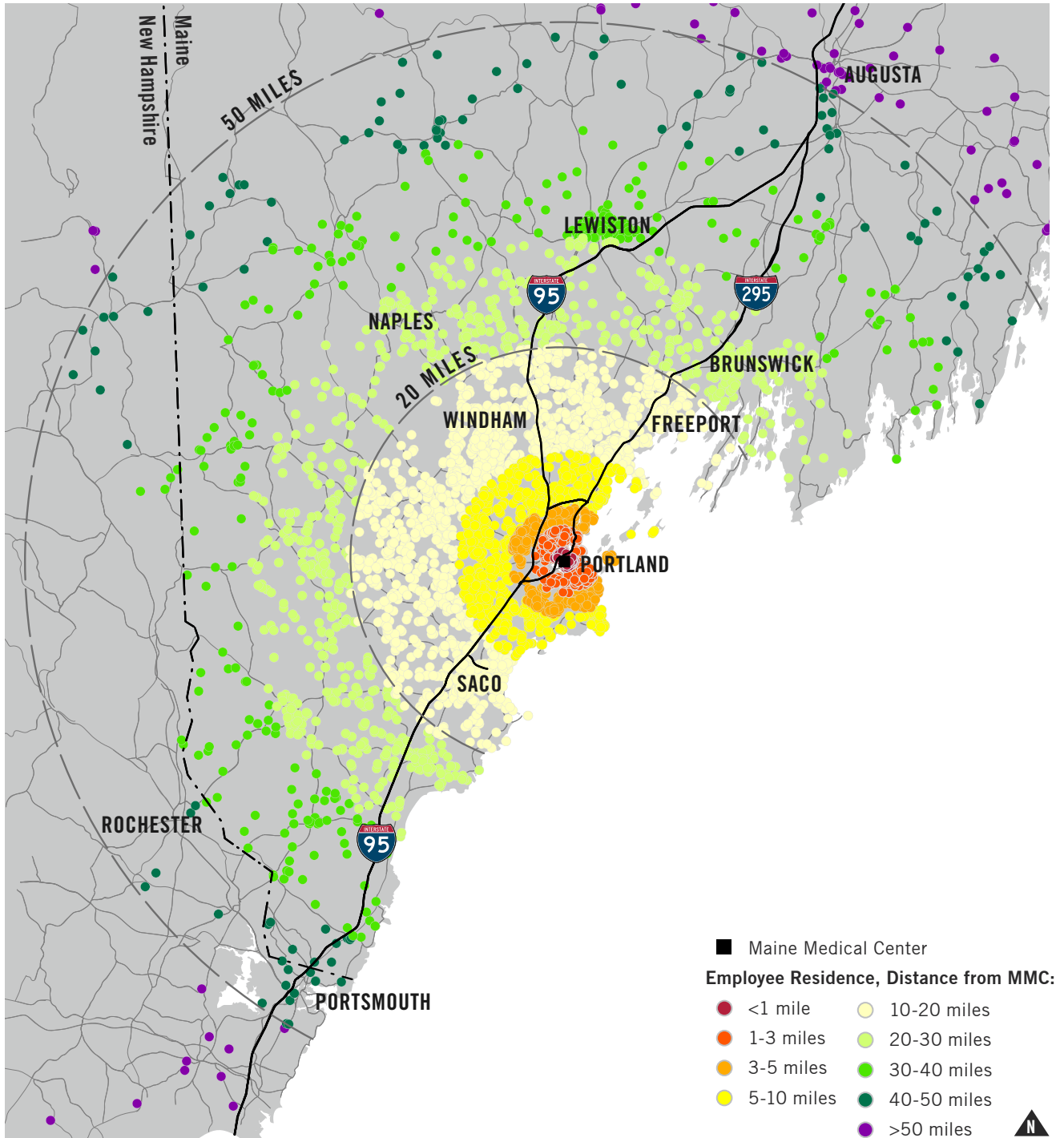


Fig.3.9 Map of MMC Bramhall Campus Employee Residences Illustrating Distance to Work and Travelsheds



Plan for Burlington, VT, an Institutional Parking Management Plan also for Burlington, VT, and a Transportation Demand Management Study for Downtown Syracuse, NY. Additionally, MMC also examined the commuting program instituted by Boston's Longwood Medical and Academic Area (LMA), known as CommuteWorks, and operated by MASCO, a consortium of hospitals, colleges and universities, and other related institutional uses. These programs were evaluated because of their efforts to manage SOV driving in a highly concentrated employment district.

Applicable Best Practices

- Collaboration among organizations in the area impacted
- Regular communication and education of alternative transportation benefits
- Pay for parking
- Complimentary support programs (i.e. guaranteed ride home, carpool)
- Regular monitoring of commute mode (i.e. surveys, automated data collection)

TDM PROGRAM COMPONENTS

Individual program elements and related incentives of MMC's TDM program are outlined below. These include continuation of existing initiatives, as well as the following new initiatives / enhancements that will be implemented starting in 2018:

- Data Collection
- "Get on Board!" Coordinator
- Increased Education of Employees about the "Get on Board!" Program
- Bi-Annual Transportation Survey
- Regional Connections Partnership
- Enhanced Transit Fare Discount / Partnership with METRO
- Enhanced Carpool/Vanpool Matching
- Active Transportation Incentives

MMC aims to achieve a 1.5 percent reduction in SOV commutes 5 years after the approval of the IDP. This target will be revised when a new baseline is established.

Data Collection

MMC will explore methods to improve data collection and implement a reasonable system to collect data on the transportation habits of employees and parking garage utilization.

"Get on Board!" Coordinator (New)

MMC will enlist the services of a "Get on Board!" Coordinator responsible for the implementation, operation and continuing sustainability of MMC's TDM. This individual will continually monitor the

program, its operations and future opportunities to reduce vehicle dependency by staff at MMC. The Coordinator will also be responsible for data collection and TDM updates as required.

Increased Education of Employees about the "Get on Board!" Program (New)

MMC will be enhancing the "Get on Board!" promotion and education process by periodically educating existing employees of the options and benefits available through the "Get on Board!" program. Additionally, newsletters will be distributed highlighting the environmental, health and other benefits of TDM.

Bi-Annual Transportation Survey (New)

MMC will conduct a Transportation Survey of its employees every 2 years to collect data about commuting mode split, barriers to TDM use and marketing effectiveness. Information from this survey will be included in the TDM plan updates.

Regional Connections Partnership (New)

MMC will seek to form partnerships with other major employers in the region, including the City of Portland, to foster a holistic approach to transportation demand management. The partnerships would enable the exchange of TDM-related information and experiences between institutions, and it would foster a community that is focused on promoting alternative transportation in the City of Portland.

Supporting Mass Transit Commutes (Enhanced)

MMC employees can purchase discounted bus tickets and Shuttle-Bus Zoom tickets conveniently in the cafeteria. MMC buys the tickets at the regular price and offers them to employees at the reduced prices listed in **Table 3.4** below. This is a clear demonstration of MMC's commitment to making "Get on Board!" work.

Table 3.4 MMC Current Transit Incentives

	MMC COST	EMPLOYEE COST
METRO (10 RIDES)	\$13.50	\$8
S. PORTLAND (10 RIDES)	\$13.50	\$8
ZOOM (10 RIDES)	\$39	\$29.60
ZOOM MONTHLY	\$100	\$84.50
ZOOM QUARTERLY	\$260	\$197.50

MMC will fully subsidize the cost of METRO bus tickets for employees who wish to use the bus for the foreseeable future so long as the cost of METRO bus tickets remains as illustrated in **Table 3.4**. If METRO bus ticket costs change, then MMC will evaluate utilization and work with METRO to find the best solution to support employees who wish to use the METRO. Subsidizing METRO tickets would provide employees with an additional financial incentive to use the transit system serving the MMC district.

METRO's existing routes and schedules cannot meet all of MMC's employees' transportation needs, however. Although the MMC campus is well served by bus transit (See **Fig.3.4 on page 68**), the limited hours of operation and the long headways

between runs do not provide a viable alternative to the car even for those employees who can walk to a bus stop from their residence. (See **Table 3.3 on page 69**).

MMC intends to explore a partnership with the Greater Portland Transit District (METRO) to identify strategies for increasing MMC ridership, such as service updates and/or pricing agreements. The formation of a partnership could be mutually beneficial, by providing METRO with feedback for increasing ridership while maximizing the usefulness of the transit system for MMC employees. As MMC formalizes its ties to other local institutions through a regional partnership, its collaboration with METRO could also extend to other employers.

Supporting Employee Carpools (Enhanced)

"Get on Board!'s" most successful initiative to date has been its carpooling program. Most of these connections are ad-hoc. MMC will promote increase participation by actively matching potential riders. Additionally, while Go Maine is the primary administrator of vanpools in the state, MMC will work to proactively identify and assist with the formation of vanpools.

The employee "Get on Board!" portal is linked to the GoMAINE Commuter Connections website, which is an alternative commuting program operated by MDOT. GoMAINE provides commuters with additional commuting resources and benefits that supplement those provided by MMC. These benefits

include a carpool ride-matching program and a rewards program for participants.

Supporting Bicycle Commutes (Enhanced)

The MMC campus is located in close proximity to popular bicycle corridors, including St John and Congress Sts which connect riders to destinations across the City of Portland (see **Fig.3.5 on page 70**). MMC has worked diligently to support bicycle commuters. In 2008, MMC installed five strategically-located bike racks and ten bike lockers on their Bramhall Campus. Three new bicycle racks were added in the vicinity of the Main entrance and in the South Lot in 2016, bringing total storage capacity to 193 bicycles across campus (see **Fig.3.2 on page 58** for location of bicycle racks on campus). Bicycle commuters also have access to a shared toolshed with basic tools.

MMC will undertake an internal marketing program which offers fun and useful prizes for those participating in alternative modes of transportation. Making alternative transportation fun and a community-wide effort is likely to increase participation by some who might not otherwise engage in the process.

Pay for Parking

MMC will charge its employees no less than \$3 per paycheck to utilize MMC parking. MMC employees are paid bi-weekly. MMC will evaluate employee parking fees in the mid-term.

Guaranteed Ride Home (GRH) Program

For those employees who regularly use alternative modes of transportation to and from its Bramhall Campus, MMC will guarantee a ride home in emergency situations.

UCar

Working with UHaul and the City's Parking Department, MMC will continue to monitor the use of the UCar presently located in its Congress St parking garage. In the event an additional car is warranted, MMC will work with its partners in finding a suitable location on the main campus for the storage and use of the UCar.

MMC Employee Shuttles: Current Service

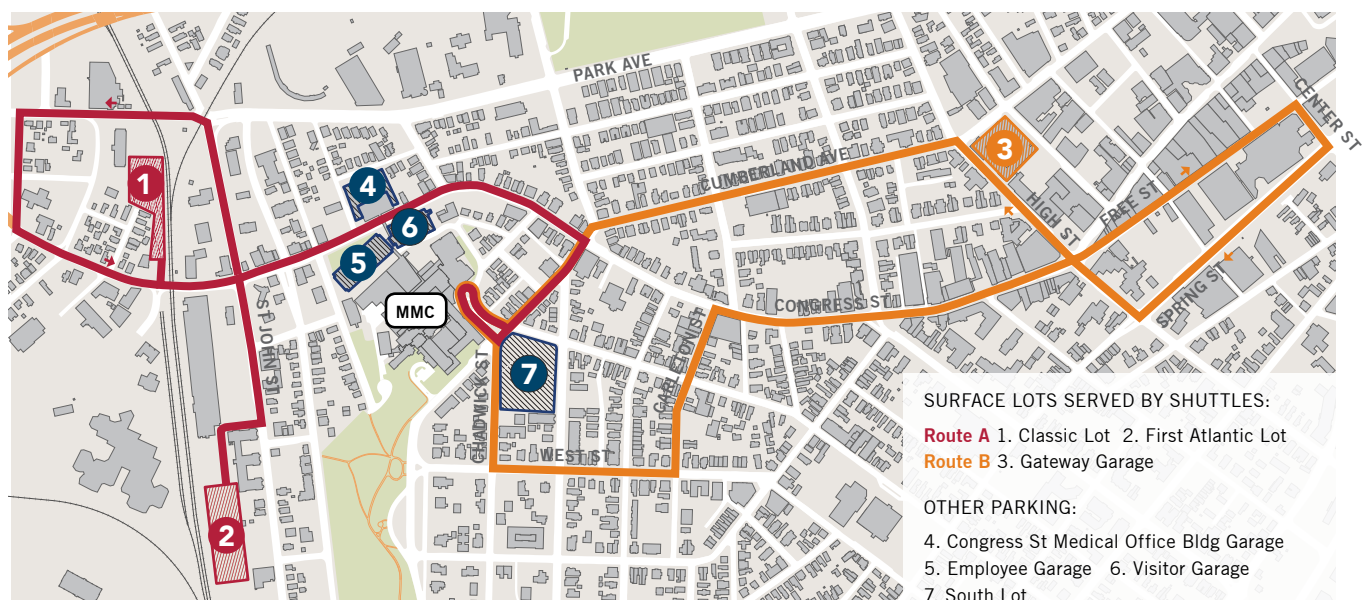
The MMC employee shuttle operates Monday-Friday from 6am to 11pm. The number of shuttles running to off-site parking locations at any given time varies from 1-5 shuttles depending on traffic volume.

These off-site lots fill to capacity on a daily basis.

The employee shuttle service has three distinct routes and schedules:

- A. Service to and from the off-site 1st Atlantic and Classic parking lots runs from Monday through Friday from 6am to 11pm, in a continuous loop. The 1st Atlantic parking lot (222 St John St) is utilized first in the mornings. Once it nears capacity, service shifts to the Classic parking lot (993 Congress St). Return trips in the evenings service both lots.

Fig.3.10 Map of MMC Shuttle Routes A & B.



B. The Gateway shuttle moves employees between the MMC Bramhall campus, the Gateway office building / garage and the MaineHealth home office at 110 Free St. The shuttle leaves every 20 minutes from the south entrance Monday through Friday from 6am to 4pm. Transportation is provided on an "On Call" basis between 4pm and 11pm. This shuttle also provides a limited courtesy transportation service to patient families staying at the Ronald McDonald House (250 Brackett St.).

C. A courtesy shuttle runs between Brighton Medical Center (335 Brighton Ave) and MMC every 20 minutes from 6am to 4pm.

The shuttles provide a predictable alternative to employees commuting between the three sites while reducing vehicular traffic in and around campus.

MMC has instituted a shuttle service for contractors from the Classic Parking Lot (993 Congress St) to the hospital to reduce traffic and parking impact on the campus and surrounding neighborhoods. In 2015, MMC added a 20-space contractor lot on Forest St. Only essential contractor vehicles are permitted to park on campus: contractor parking passes are distributed by the Engineering Department on a case-by-case basis.

MMC Employee Shuttles: Future Routes

Once the St John St garage is complete and the majority of MMC employee parking is consolidated to that location, a new shuttle route will be established that reduces the amount of traffic around City streets and provides a reliable method of transportation for MMC employees. Future shuttle routes will be determined during the site plan review process.

ENVIRONMENTAL AND INFRASTRUCTURE PLAN

Sustainable and resilient infrastructure is key to ensure safe and efficient operations of healthcare facilities in the 21st century. Maine Medical Center is seeking to advance its good stewardship of environmental and infrastructure resources through its Institutional Development Plan.



NATURAL RESOURCE PROTECTION

The Maine Medical Center Bramhall campus is located at a high point in the west end of the Portland peninsula. There are several locations where natural resources are significant:

- The Western Promenade, a culturally significant public park that is listed in the National Registry of Historic Places (NRHP'89, see **Fig.4.1**);
- MMC-owned landscape along Bramhall St abutting the Western Promenade and serving as a foreground to the Maine General Building and original hospital structure;
- MMC, located in an urban setting, maintains small landscaped areas that provide visual respite from surrounding hard scape. These areas are well maintained, flowers watered and mulched and trees fertilized in order to preserve the pleasing aesthetics important to its neighbors, employees and patients; and,
- MMC-owned natural area along Gilman St. This steeply sloping zone contains natural vegetation consisting primarily of mature evergreen tree growth which serves as a natural buffer between the hospital and residences on Gilman St.

The Western Promenade, in particular, is a treasured resource for the public, including employees, patients and visitors to the MMC Bramhall Campus. It is a site from which to take in

views of the countryside and the White Mountains. The Master Facility Plan utilizes vertical expansion and/or previously developed sites to minimize impact on natural resources and maintain existing campus open spaces. The plan does not encroach upon or negatively impact any of the natural resources listed above.

Fig.4.2 on page 85 illustrates the location of these natural resources in relation to the proposed short- and long-term projects.

Fig.4.1 MMC IOZ: Relationship to the Western Promenade



Fig.4.2 MMC Environmental Protection and Operations Plan



* NOTE: The exact location, footprint and height of St John St Garage to be determined during detailed design.

STORMWATER MANAGEMENT

The MMC Bramhall campus is located at a high point in the west end of the Portland peninsula. From the high point of the property along Bramhall St, runoff from the site drains west, north and east entering the to the City of Portland's separated storm drain system and combined sewer system. The campus terrain and location of high slopes that contribute to stormwater flows is illustrated on **Fig.4.3 on page 86**.

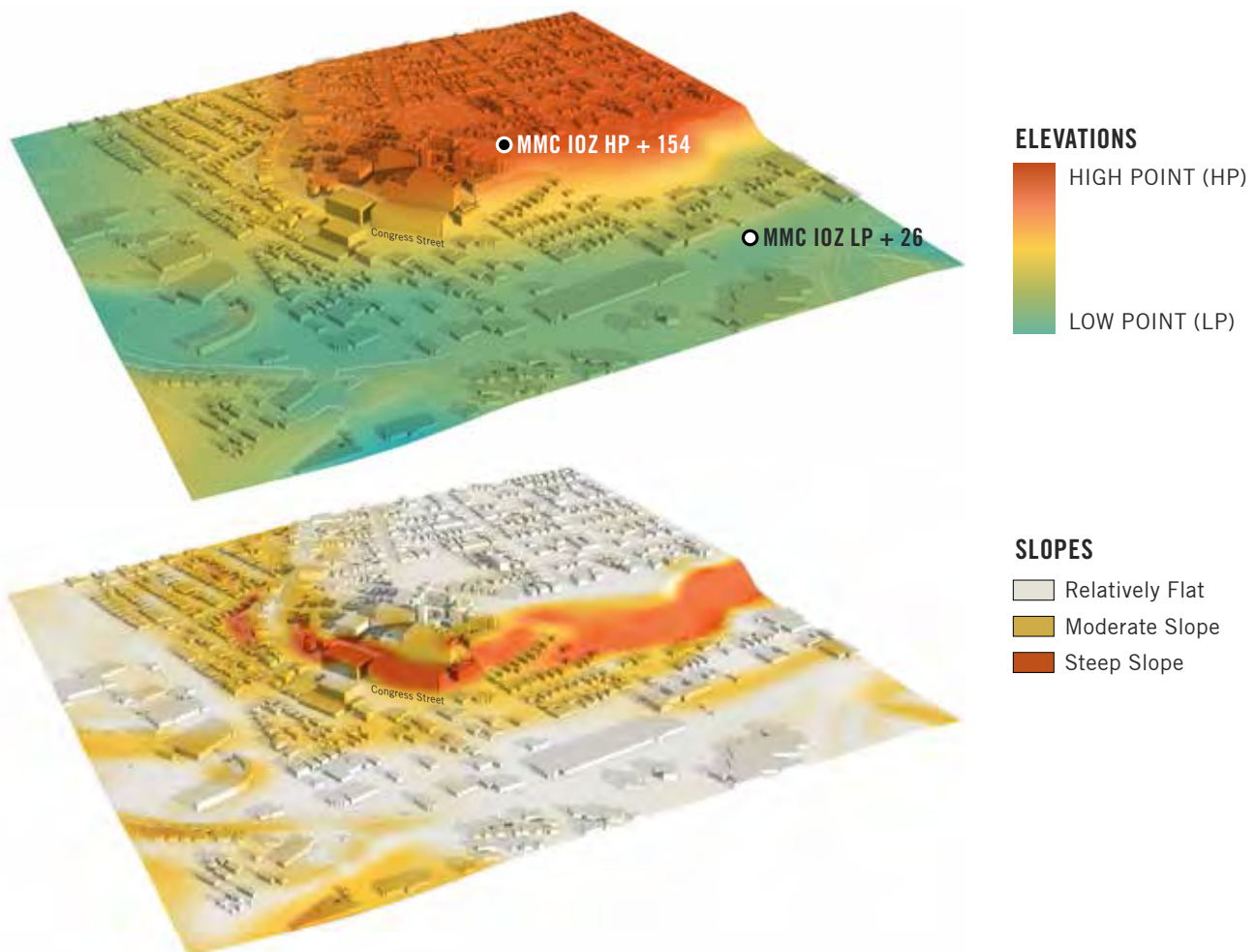
FEMA Floodplains

The campus is not located in a FEMA-designated flood zone. The 100-year flood zone boundary is located at the western edge of the Pan Am rail line and consists of flood-prone flats along the Fore River.

EXISTING STORMWATER INFRASTRUCTURE

In general, the campus redevelopment over the last 15 years has collected runoff from parking lots and new rooftops into a separated storm drainage

Fig.4.3 Diagrams Illustrating Elevation and Location of Steep Slopes around MMC Campus
(See **Fig.5.5 on page 106** for a map of existing elevations within the MMC IOZ boundary).



system, including storm drains in the public right of way. Where feasible, the on-site separated drainage system has been connected to a municipal separated storm drain. This includes the storm drains in A St constructed by the City in 2001 and Gilman St constructed by MMC in 2005.

2004 Improvements

The campus' stormwater conditions were most recently evaluated in a stormwater management report prepared by Sebago Technics, Inc. in 2004 as part of the Planning Board's review of the Bramhall campus expansion project, which included the construction of the Women and Infants Center, Emergency Department Expansion, Congress St Parking Garage and the Central Utility Plant. To meet stormwater treatment requirements for the expansion, MMC installed two Downstream Defender Stormwater treatment units to treat runoff from impervious areas on the site. The redevelopment separated and redirected stormwater runoff from approximately 6.3 acres of existing development from the combined sewers in Crescent St, Ellsworth St, and Congress St to the separated storm drain in A St. A 6' diameter unit was installed in the Congress St Parking Garage and a 10' diameter unit was installed in Gilman St.

Discharges into the City Combined Sewers

Other locations abutting the campus including Congress, Wescott, Charles, Bramhall, and Bracket Sts are only served by the City's combined sewers. At these locations, MMC's recent drainage construction terminates in a separated storm drain

manholes connected to adjacent City combined sewer manholes to provide points of connections for future municipal separated storm drains.

Detailed information on MMC's stormwater discharges into the City's combined sewer and separated storm water infrastructure is outlined on **Fig.4.4 on page 88.**

FUTURE STORMWATER FLOWS

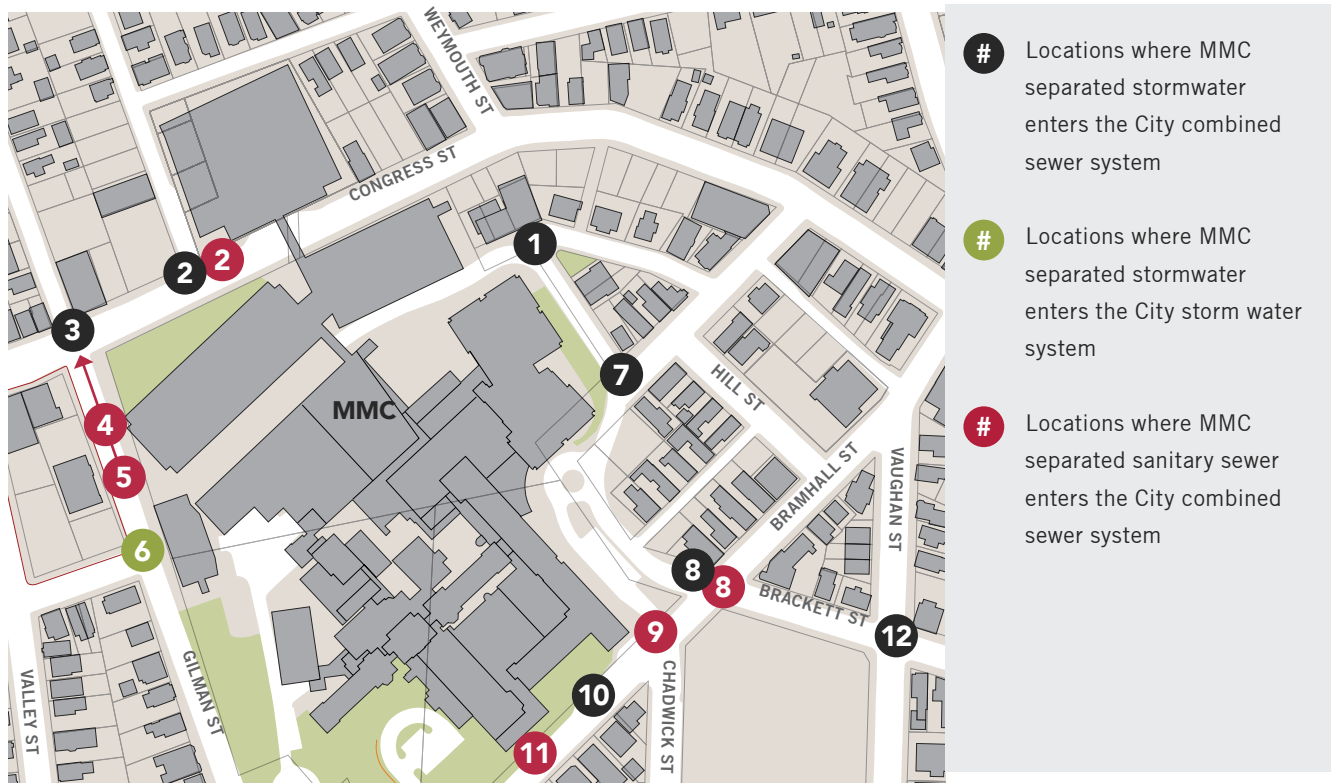
Any development or redevelopment of sites by MMC will be required to meet the City's stormwater management ordinance requirements and mitigate any increases in discharges to the extent practicable.

Projected Impacts of Proposed Development

A high level assessment of short- and long-term projects identified as part of MMC's Master Facility Plan shows no significant change to the amount of impervious surface or peak rate of run-off at the proposed project sites, as outlined below. A detailed discussion about the impacts of any future development will be part of site plan review.

- Proposed vertical additions to existing East Tower and Visitor Garage will not change the amount of impervious surface.
- Replacement of the Employee Garage with the proposed Congress St Development is not anticipated to increase impervious surfaces. The current design of the project site redevelopment includes an extensive green roof component and proposes

Fig.4.4 Existing Sewer Connection Points



LOC.	MMC STORM WATER FLOWS	MMC SANITARY FLOWS
1	Runoff from the campus and storm drains constructed by MMC in Wescott St enters a combined sewer manhole at the intersection of Wescott St and Crescent St. The outfall of this system a 12" combined sewer that drains in a westerly direction along Crescent St, eventually draining to Park Ave via sewers in Ellsworth St, Congress St and Weymouth St.	N/A.
2 2	Separated runoff from the MMC parking garage enters the municipal combined sewer at the intersection of Congress St and Forest St. The sewer outlet from this manhole is an 18" reinforced concrete pipe that drains north in Forest St to Park Ave.	Sanitary sewer outfalls from the MMC parking garages enter the municipal combined sewer at the intersection of Congress and Forest St. The sewer outlet from this manhole is an 18" reinforced concrete pipe that drains north in Forest St to Park Ave. Areas tributary to this system include the Emergency Department, Women and Infants Center and Richards Wing.
3	Runoff from areas of the campus along Congress and Gilman St enter catch basins connected to the City's combined sewer system at the intersection of Gilman and Congress St. From this point the combined sewer drains north in Gilman St to Park Ave. Runoff in the roadway that bypasses the catch basins at the intersection runs west along Congress to St John St.	Sanitary sewer flows from #4 and #5 enter the City combined sewer at this location.

LOC.	MMC STORM WATER FLOWS	MMC SANITARY FLOWS
4	N/A.	The sanitary sewer serving the LL Bean Building, Annex B / Maine General Bldg, and the Engineering Services Building enters the City's 12" concrete sewer in Gilman St. From this point the sewer drains north in Gilman St to Congress St (#3) and continues to Park Ave.
5	N/A.	The sewer service from the Central Utility Building enters the 12" concrete City sewer in Gilman St, a short distance above Location 4.
6	Runoff at the intersection of Gilman St and A St at the upstream end of a separated storm drainage system constructed by the City of Portland in 2001 as part of the St John St sewer separation project. The storm drain was extended along A St, from its intersection with St John St to a drain manhole in Gilman St opposite the MMC Central Utility Plant. This storm drain was extended to the hospital property specifically for the purpose of providing a point of connection for separated stormwater runoff from the hospital. In 2005 MMC constructed drainage on campus to collect runoff from areas of the site including the existing emergency room parking area, LL. Bean Wing, and service areas abutting the Central Utility Plant to the A St storm drain. This project also extended the separated storm drain in Gilman St to the south, separating runoff in Gilman St and the Dana Center from the City's combined sewers.	N/A.
7	Runoff at the intersection of Ellsworth St and Wescott St. Separated storm drains constructed by MMC in 2005 connect to a combined sewer system manholes in Ellsworth St. The combined sewer drains in an east in Ellsworth St towards to Congress St.	N/A.
8 8	Separated storm drainage from the MMC parking lot enters the combined sewer in Charles St at its intersection with Bramhall St.	Sanitary sewer manhole in the intersection of Bramhall and Brackett Sts where sewer services from Pavilions A and C connect to the City sewer. The outfall of the manhole at this location is a 15" sewer that drains to the east in Bramhall St.
9	Runoff from small areas of the site along Bramhall St enters the combined sewer system at Location 8.	Sewer service from the south end of Pavilion A enters a City sewer manhole at the intersection of Bramhall and Chadwick St. From this location, the sewer continues east to Location 8.
10	Small areas along Bramhall St enter catch basins in the city right-of-way	N/A.
11	N/A.	Sewer manhole in Bramhall St where a sewer service from the Dana Center enters the City sewer in Bramhall St. From this location, the sewer continues east to Location 9.
12	Runoff at the intersection of Brackett St and Vaughan St where separated MMC storm drains in the Brackett St parking lot connects to the combined sewer draining southeast in Bracket St.	N/A.

removals of existing impervious area. The net impact of this design is expected to result in no increase in the peak rates of runoff from the site. It is expected that the primary post-development stormwater connection will be to the Forest St combined sewer at the intersection of Congress St and Forest Sts..

- 222 St John St is served by a separated stormwater drainage system that travels west under the railroad tracks and past the Cumberland County jail site and Fore River Parkway to discharge to the Fore River. The proposed new parking structure on this property is not anticipated to significantly change the amount of impervious surface or peak rate of run-off.

SANITARY FLOWS INTO CITY COMBINED SEWERS

Issues in areas of the City's stormwater, sewer drainage, and fire hydrant systems in the vicinity of MMC's campus have been identified by City officials but have not been quantified. MMC understands that the site plan review process for individual projects may include measures that minimize new impacts to the combined sewer system. The MMC campus discharges sanitary flows into the City of Portland's combined sewer system at approximately seven locations, as illustrated in **Fig.4.4 on page 88**. This information is provided to the best of MMC's knowledge after researching its own records and those of the City of Portland. Due to the age of the public sewer system and MMC's buildings, record plans of the existing sewer

systems may be incomplete and additional currently unidentified connections may exist. We are unaware of capacity issues in the City's existing system at the connection points from the campus to the City sewer system located in the public right of way. Drainage studies completed for the 2004 Bramhall campus expansion and approved through the site plan process did not identify deficiencies at the connection points to the City system.

MMC anticipates increased use of city combined sewers for sanitary flows associated with its short- and long-term projects. The increased sewer flow loads and exact connection locations will be determined during the Site Plan review process as required by the City of Portland:

- The East Tower expansion is anticipated to increase sanitary flows in the combined sewer located at the intersection of Congress and Forest Sts, which connects to the Forest St combined sewer.
- The Congress St Development is anticipated to increase sanitary flows in the combined sewer located at the intersection of Congress and Forest Sts, which connects to the Forest St combined sewer. The Congress St Development may also include a sewer connection that increases sanitary flows into the combined sewer located at the intersection of Congress and Gilman Sts that ultimately discharges to the Gilman St combined sewer.

ENERGY CONSERVATION

CURRENT CONSUMPTION

Because MMC, of necessity, is such a large consumer of energy, it utilizes the services of an energy procurement broker, Competitive Energy Services, to provide it with strategic energy consulting services and management of energy procurement activities for electricity, natural gas, and oil in order to maximize efficiency and to ensure MMC achieves the most competitive pricing. MMC purchases its energy through a competitive bid-based energy procurement process.

In calendar year 2016, MMC consumed:

- 411 gallons of oil,
- 1,633,686 CCF of natural gas, and,
- 35,375,765 Kw-Hr of electricity.

CONSERVATION EFFORTS

Central Utility Plant (2008)

In 2008, MMC's 22 Bramhall St campus went live with its upgraded and centralized utility plant. The Central Utility Plant (CUP) was designed to provide better management of and more efficient results for energy consumption by the hospital. The plant produces steam, chilled water, and back-up power for the Bramhall campus. The peak tonnage of the plant is currently close to 2,400 tons per hour of chilled water.

Since 2008, MMC has experienced dramatic energy consumption decreases directly resulting from the state of the art utility plant. The CUP controls both electrical and gas utilization, and heating and

chilling functionality, and will service the short-term modernization project under development at the Bramhall campus, with a minor upgrade to the existing systems. The CUP contains state-of-the-art dual natural gas /oil system allowing for switching between oil and gas depending upon price and availability.

Infrastructure Improvements

In addition to its conservation methods in the electric, oil and gas arena, MMC has also undertaken investment in infrastructure upgrades at its 22 Bramhall Campus to reduce building air changes and temperature set-points allowing for the monitoring and control of humidity and temperature during high demand use times. Upgrades in sequencing and timing of set points have achieved efficiencies of HVAC run times and energy demand.

Further, MMC has been investing in lighting and plumbing features that allow for reduced energy consumption. LED lights have been installed in its garages and in the public corridor within the Bean Building. Low flow plumbing fixtures with aerators are installed when replacements or renovations are required. These fixtures lower overall water consumption at the hospital.

Future MMC projects are expected to integrate with ongoing major utility initiatives impacting the area including Unitil's Natural Gas SURE project and the City's LED street light conversion program.

Table 5.1 Projected Electricity Demand

		Projected Net Energy Demand	Potential On-Site Energy Production (Rooftop PV)
East Tower Vertical Expansion	Utilizing new systems for efficiency	300 KW	--
Visitor Garage Vertical Expansion	Utilizing existing systems	350 KW	150 KW
Congress Street Development	Net demand with the deletion of the existing garage currently on site	1,700 KW	
St John St Garage	Stand-alone project not connected to core campus primary metered system	230 KW	500 KW
Central Utility Plant Expansion	Additional summer cooling demand	1,800 KW	
TOTAL ENERGY DEMAND		4,380 KW	650 KW

Green Buildings

The historic Maine General Hospital incorporated natural light and ventilation as an important part of the healing process. To continue this legacy, new campus buildings will take advantage of natural light, heat, and ventilation to improve building performance while also contributing positively to the healing qualities of patient and family spaces. Specific designs will aim to lower Energy Use Intensity (EUI) beyond the traditional code minimum baseline. Use of industry standards such as LEED will serve as a model for evaluating the sustainability of future MMC buildings.

PROJECTED ENERGY DEMANDS

Each project in the Master Facility Plan has specific needs and vary in their impacts. The proposed projects combined are anticipated to generate 5,400 KW of additional electricity demand (see **Table 5.1** above for details). MMC is currently working with Central Maine Power to identify capacity for the projected electricity loads.

The steam loads are met by MMC's CUP and will not impact city infrastructure. The CUP has the capacity needed to service MMC's short-term growth needs. The gas infrastructure has capacity to handle any increases to the current steam load.

OPERATIONAL SUSTAINABILITY

HAZARDOUS WASTE MANAGEMENT

MMC has a Hazardous Materials and Waste Plan supported by policies for the handling and disposal of hazardous waste, universal hazardous waste and biomedical waste.

Biomedical and Hazardous Waste

Biomedical waste sharps, biomedical waste, pathological waste (tissues, etc), and hazardous pharmaceutical and other chemical waste are collected by MMC Environmental Services or contractors, and stored at secure locations across campus prior to pick up, transfer, and ultimate disposal by contractors. DEA controlled substances are wasted at the point of generation (e.g. medication rooms), solidified, and collected by MMC Environmental Services at a secure holding room for pick-up, transfer and ultimate disposal by contracted vendor. All hazardous materials leave the campus through the loading docks (see **Fig.4.2**).

MMC's short-term projects are not expected to create significant increases waste volumes. No changes are currently planned to hazardous materials storage and transfer locations on campus.

Grease Discharge

MMC will be installing a grease trap system capable of separating grease from waste water as part of its short-term projects.

Soiled Linen

MMC has its own Linen Services department that is responsible for overseeing the processing of laundry for all of MMC and Maine Medical Partners (MPP)

locations. The plant is located in Westbrook, and the linen is transported between these locations by MMC's Materials Management team.

SUSTAINABLE OPERATIONS

MMC expects to continue, and where possible, expand on the following sustainable operation strategies as part of its long-term plan.

Campus Recycling

MMC separates paper and cardboard out of the waste stream through on-campus recycling. MMC Kitchen and Café provide recycling for can and bottle returnables, and separate compos items from the waste stream. MMC has also switched to reusable needle boxes to reduce plastic waste. Expired medical equipment and devices are reprocessed by contractors.

Landscaping

MMC contracts with an outside landscaping company. In renewing its contract, MMC is requiring the use of organic pesticides and fertilizers for all planting and green space on campus.

Snow Removal

MMC contracts with an outside snow removal company. The environment requires the use of melting agents, but MMC has taken steps to minimize its use by installing heated sidewalks at the front entrance and South lot entrance as well as the Emergency Department entrance. MMC will continue to use replace calcium chloride instead of salt, when possible, to reduce environmental impact of snow removal.

NOISE IMPACT

MMC's Master Facility Plan aims to minimize noise and disturbance both for the benefit of its neighbors and its patients. Key to this is relocating the main campus entrance to Congress St. This will limit traffic and associated noise from moving up onto the hill. The relocation of the helipad will maintain current flight paths, which were designed to minimize neighborhood noise impacts by following the recommended approach to the hospital over the Congress St corridor as opposed to over dense residential areas. MMC will document the noise complaints it receives electronically and at its dedicated noise complaint phoneline at 207-662-6699, and review all such complaints with the neighborhood council as they arise.

MITIGATING IMPACT OF HELIPAD OPERATIONS

MMC's helipad is currently located on top of the Employee Garage, which is slated for deconstruction in the short-term per MMC's Master Facility Plan (MFP). The MFP calls for a new helipad to be built on top of the East Tower following its planned vertical expansion (see "Short-Term Projects" on page 44).

MMC is in the process of identifying preferred flight routes for the new helipad, to be approved by the City of Portland, that will minimize noise impact of helicopter flights on surrounding residential areas. Initially, such preferred flight routes shall be proposed to the Federal Aviation Administration (FAA) as shown on the flight map (see **Fig.4.5 on page 95**). At the initiative of either the City or MMC, the map of preferred flight routes may be amended from time to time by agreement between MMC and the City. MMC will notify all flight providers likely to use the Helicopter Landing Pad of such preferred routes, and shall take the following measures to ensure that such preferred routes are utilized whenever weather conditions, safety considerations and the best interests of the patient being transported permit, with the expectation that this will be the usual case.

MMC will instruct all providers which regularly use the Helicopter Landing Pad that pilots must file an exception report with the Air Medical Provider Administration of Lifeflight of Maine or its

Fig.4.5 Proposed Flight Routes for the new MMC Helipad



NOTE: Path #3 is new and will only be used under high wind conditions if required by the Federal Aviation Administration.

successor entity for operations modified for safety considerations or at the direct request of Approach Control at the Portland International Jetport. Logs of these exception reports will be made available to MMC and to the City upon request but no more frequently than annually.

When and if the Portland Jetport has the capacity to maintain and preserve data which specifically identifies flight routes actually taken by aircraft utilizing the Helicopter Landing Pad, the City shall consult such data to review compliance with this paragraph, and MMC, upon request of the City, shall be responsible for the cost of translating this data into usable form but not for the costs of the flight monitoring.

MMC will continue to engage providers of helicopter emergency medical transport who are accredited by the Commission on Accreditation of Medical Transport Systems (CAMTS) or its successor agency (unless special circumstances warrant a non-accredited provider, such as the Air National Guard, US Coast Guard and others), and who operate in compliance with the "Fly Neighborly Guide," third edition (and any subsequent revisions) prepared by the Helicopter Association International.

Helicopter landings on the Helipad shall be used for emergency patient care only, and on the rare occasion for emergency management training by federal or state management agencies or US military or government aircraft.

Compliance with Helistop Overlay Zone Regulations

Because the proposed helipad location is on the roof of an existing structure, the landing pad shall not be required to meet the setback requirements of Section 14-327(3), or the fencing requirements of Section 14-327(4) of the Helistop Overlay Zone.

MMC will continue to honor the following exception to the Helistop Overlay Zone included in the 2005 Conditional Rezoning Agreement (Order 172-04/05):

1. Equipment. In generating any specifications in connection with the negotiation of any contract or agreement with any provider of emergency medical transport by helicopter, MMC will specify that helicopters utilizing the Helicopter Landing Pad (with the exception of U.S. military or government aircraft) are relatively new turbine powered aircraft meeting requirements under ICAO Annex 16 Chapter 8 for in-flight noise levels and complying with FAA airworthiness standards, 14 CFR part 36.11 and 14 CFR 21 Sub-part D, or any amended or successor requirements or standards.

MMC shall conduct a noise study as part of the site plan process if any changes to the helipad are being proposed, and work to mitigate any potential noise impacts.

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DESIGN

Maine Medical Center aims to continue its tradition of design excellence with its new campus projects. Future buildings will be designed to improve care delivery while also providing a new gateway to Portland on Congress St.



DESIGN DRIVERS

The campus transformation of Maine Medical Center (MMC) draws its inspiration from its site, history, programmatic needs and most importantly the desire to create a sense of place. Specifically, the Hospital will reflect its location within Portland and of Maine. Within this framework, the Hospital aims to preserve the historic character of the existing campus yet provide the opportunity for new identities to develop that represent the modern delivery of healthcare and the future of MMC.

Fig.5.1 MMC Campus: Key Design Drivers

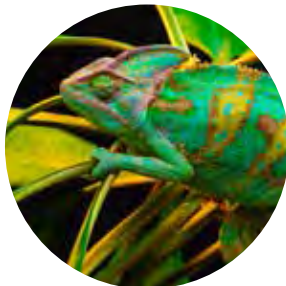
COMMUNITY

Positive Patient,
Family & Community
Experience



ADAPTABILITY

Spatial and
Programmatic
Flexibility



HEALING

Spaces that
Promote Healing



A NEW GATEWAY ON CONGRESS STREET

MMC key design drivers and interventions envisioned for the MMC balance the clinical needs of the hospital with the campus' place within the City of Portland. Included is a primary effort to improve the built environment of MMC's campus relationship with its urban context. This is achieved by focusing the new entrance towards Congress St to create an improved presence on the urban edge of the campus. This key intervention improves the visitor and patient experience from arrival to the City all the way to entering MMC buildings themselves. Providing a new entry on Congress St connects a campus entry directly to the existing and expanded visitor parking garage, simplifying the drop-off and parking sequence. This move creates a clear arrival sequence from drop-off, to parking, to movement through the MMC campus.

AN EFFICIENT, WELL-ORGANIZED CAMPUS

The inclusion of a new entry coupled with clear primary circulation along the ground level connects major interior programmatic functions with the site, further reinforcing the wayfinding and activating the building interior and exterior. Engaging with Congress St with a sensitivity to human scale and experience will be the focus of the transition between exterior to interior including transitions from urban to natural environments. This approach extends to vertical connections, both physical and visual, to mitigate the large grade changes that exist on campus and with the surrounding sites. These interventions will provide a positive patient

Fig.5.2 Artists' rendering of new Congress Street entrance, part of the proposed Congress Street Development
(Note: Façade design is subject to change during detailed design.)



and visitor experience as well as improve the surrounding neighborhood.

DESIGN THAT SUPPORTS HEALING

The creation of healing environments is an essential element to the design within the IOZ boundary. This will be achieved through the incorporation of access to and views of nature and natural daylight, which are proven to improve positive patient outcomes within a healthcare environment. Proper location and use of glass and transparency provides connections to the exterior to improve patient, visitor and staff experience but also to further reinforce wayfinding, and activate and energize the streetscape.

A SUSTAINABLE AND RESILIENT CAMPUS

Hospitals are vital partners within the communities they serve. Due to this relationship, design modifications will further improve MMC's status as a resilient campus that provides both a responsive exterior environment and healing indoor environment. Buildings take advantage of natural light and air, coupled with the use highly efficient mechanical systems. These drivers will reduce the energy necessary to operate the buildings, further increasing resilience in the face of unanticipated events.

CONTEXTUAL LANDSCAPE FRAMEWORK

The long-term landscape framework for the MMC campus draws its inspiration from the landscape typologies of coastal Maine reconciled to the site's rich historical and urban context. The campus commands a high promontory adjacent to the historic Western Promenade, and extends down the hill to Portland's bustling main street, Congress. The landscape design will respond to this context with elements that provide transitions between the historic and pastoral to contemporary and urban.

The landscape design at the southern end of the campus is conceived as a visual extension of the Western Promenade's historic landscape design, while the new entrance on Congress St is thought to be a contemporary expression aligned with modern healthcare design. The new entrance on Congress St is contemplated to accommodate ADA-compliant access from the street along with stairs and a vehicular drop-off. The streetscape improvements along Congress St itself will rely on the existing City standards, providing continuity along the length of the street and completing the transition to the urban realm.

The intermediate landscape spaces may be located on the campus to provide the transition between these two primary expressions, with landscapes and outdoor spaces that include courtyards, viewing gardens and green roofs.

NEIGHBORHOOD INTEGRATION

Like many urban medical centers established in the 19th century, neighborhoods have grown up around MMC while the Medical Center has continued to grow. The historically synergistic relationship between MMC and surrounding neighborhoods, commercial corridors and parks is described in detail under "History" on page 10). The growth of MMC in the automobile era brought forward challenges related to traffic and parking that are common to medical centers located in urban settings. These issues continue to be at the forefront of MMC's ongoing dialogue with its neighbors and the City, and are addressed in the "Transportation Plan" section of this document (see page 53). Equally important to the relationship between MMC and its neighbors, however, is the integration of campus buildings, open spaces, and parking lots into the physical fabric of the neighborhoods through careful consideration of location, height / massing, use, and overall design.

As outlined in the introduction to this chapter, improving the interface between campus and community was an objective of the MMC Master Facility Plan. The new hospital building proposed in the short-term will transform MMC's frontage on Congress St, which was previously defined by parking structures only.

During the IDP process, the City of Portland encouraged MMC to look beyond its limited zoning boundary to identify areas for potential long-term growth. MMC has worked with abutting land owners

Fig.5.3 MMC IOZ Development Zones



and the City to identify key parcels contiguous with its core campus that can accommodate potential expansion of healthcare-related or supporting uses in the long-term (see **Fig.5.3**).

A majority of these are under-developed parcels on either side of Congress St—an area envisioned for transformation into a new gateway node in the City's Comprehensive Plan (see **Fig.1.8 on page 27**). Nearby but non-contiguous parcels along St

John St were identified to accommodate additional supporting uses, and in particular, the potential for a future employee parking deck.

The following sections summarize MMC's methodology for identifying an appropriate height envelope for these future development zones that will ensure appropriate integration with and transition into adjoining neighborhoods.

DETERMINING MAXIMUM HEIGHTS: OVERVIEW OF METHODOLOGY

MMC has used a multi-part methodology to determine the appropriate height profile for potential future development within the IOZ boundary:

1. Project Definition. The Master Facility Plan has identified heights for short- and long-term projects that reflect MMC's campus modernization needs. These approximate heights, which are expected to be refined through detailed design, were taken as a starting point to determine maximum heights for the proposed building sites.
2. Urban Design Analysis. Heights for zones that are not identified for specific projects were determined using context-sensitive urban design best practices from urban hospital campuses and health districts around the US. These included:
 - » Enabling larger and taller buildings within the campus core while providing height transitions to the scale of residential and historic neighborhoods along campus edges (see "Transitional Zones" **page 110**);
 - » Testing future development blocks for a variety of uses appropriate for mixed-use health districts to identify heights that accommodate desired uses; and,

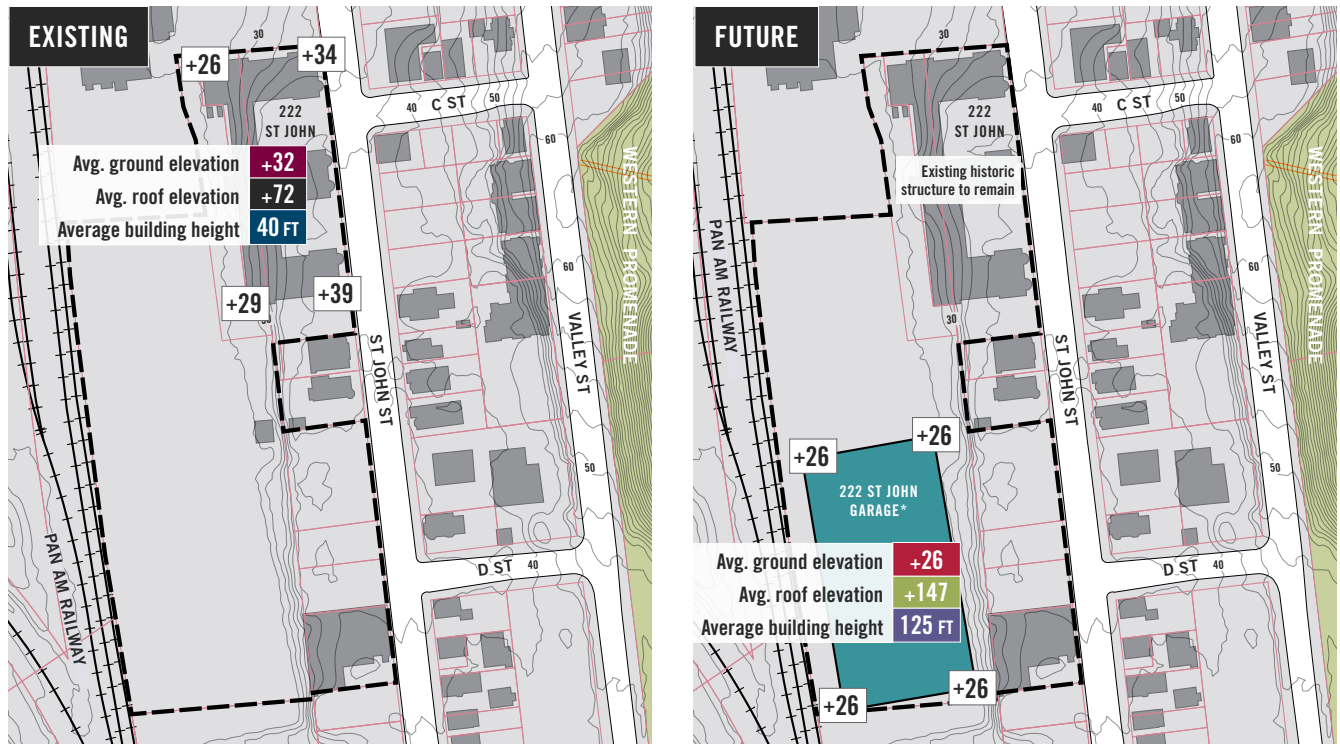
- » Using computer-generated shadow analysis of existing versus proposed height profiles to minimize potential shadow impacts of future development on adjoining public spaces and properties (see "Minimizing shadow impacts" **page 122** for details).

3. Slope Analysis. A 3D terrain model was used to optimize maximum heights based on the average grade of each building site and/or development zone within the IOZ.
4. Visioning. MMC has worked with the City of Portland planning staff to identify maximum and minimum heights and number of stories for new development along Congress St that can provide "gateway" experience that is called for in the City's Comprehensive Plan. The target heights have been identified as 75 feet (6 stories) maximum, and 3 stories minimum along Congress Street. (Note: Actual heights listed vary depending on the average slope within each block).

The resulting future height profiles, which are the basis of the maximum heights requested in the Regulatory Framework, are illustrated in **Fig.5.4** through **Fig.5.8**, along with the existing height profiles for ease of comparison.

The regulatory framework also identifies the maximum number of stories allowed within each

Fig.5.4 Existing and proposed future heights for long-term development parcels along St John Street

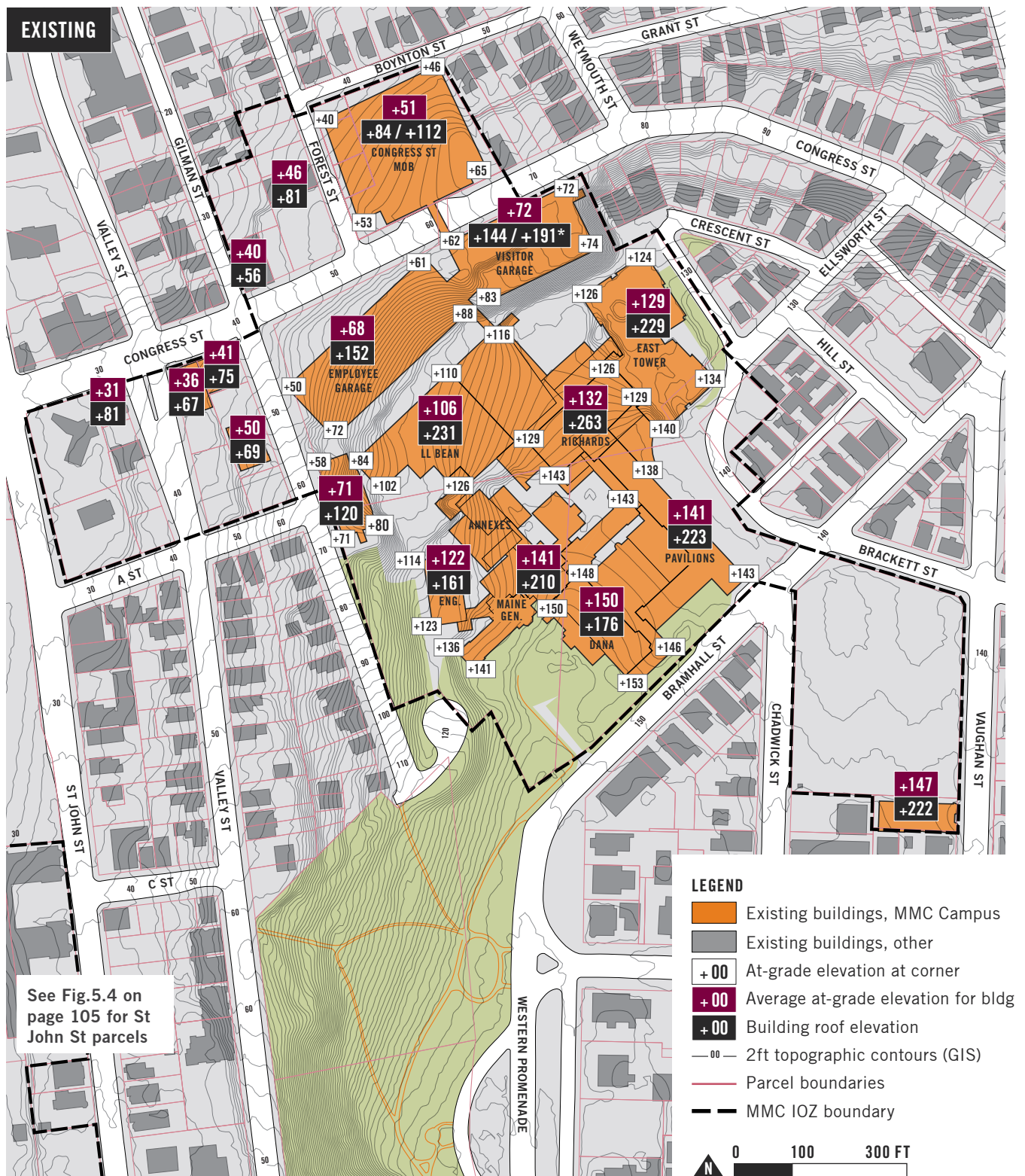


* NOTE: The exact location, footprint and access to St John Garage to be determined during detailed design.

height zone, which are based on a minimum floor-to-floor height of 10ft for allowed uses. Floor heights of actual buildings will vary widely based on program use, and can exceed 20ft for intensive healthcare uses.

A 3D rendering of the maximum height envelopes requested in the Regulatory Framework can be seen in **Fig.5.13** on page 114.

Fig.5.5 Existing Structures within IOZ: At-Grade and Rooftop Elevations



* Height of existing elevator tower on the Visitor Garage, excluding mechanical room on top of tower.

Fig.5.6 MMC Long-Term Development Vision: At-Grade and Rooftop Elevations

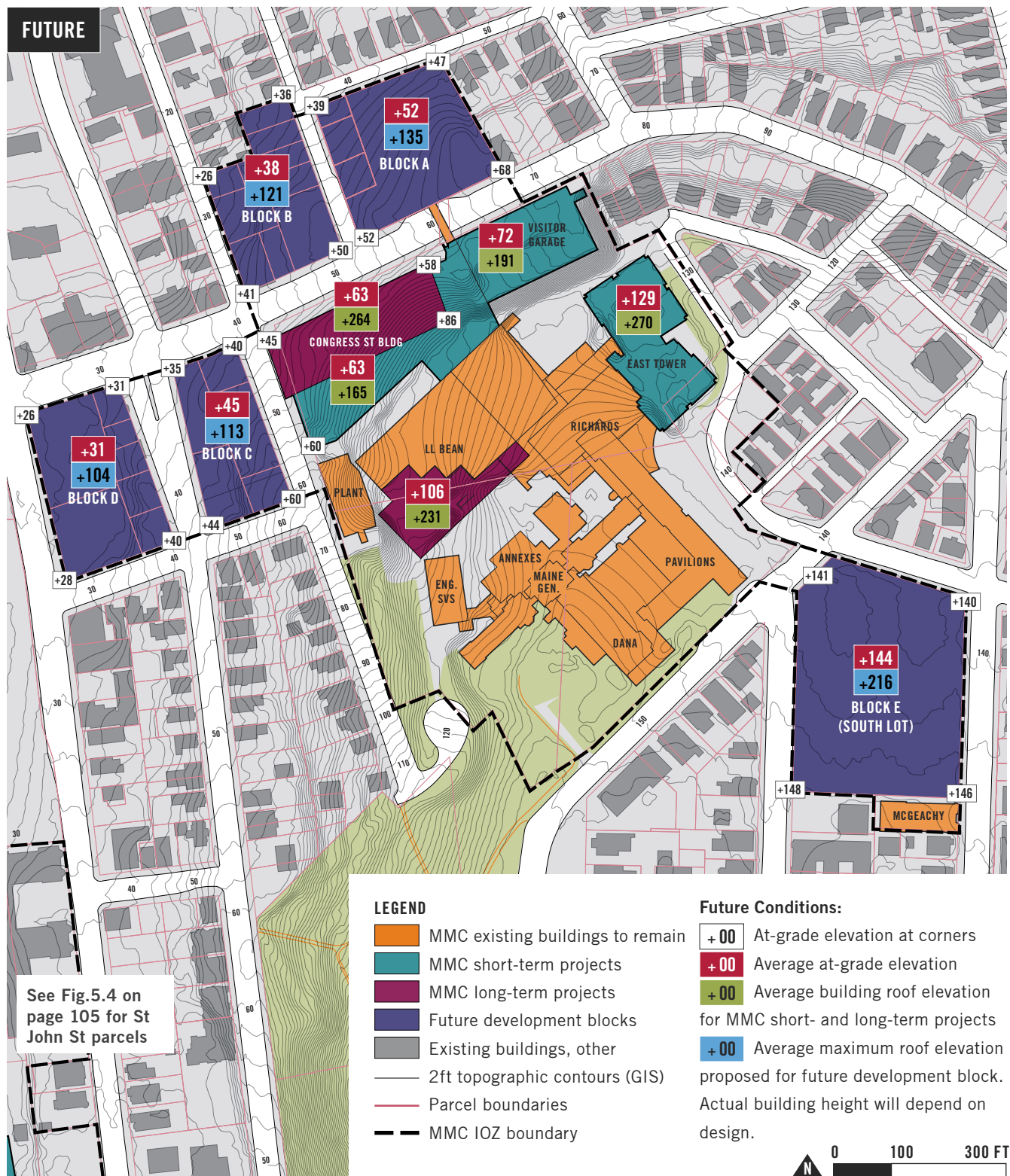
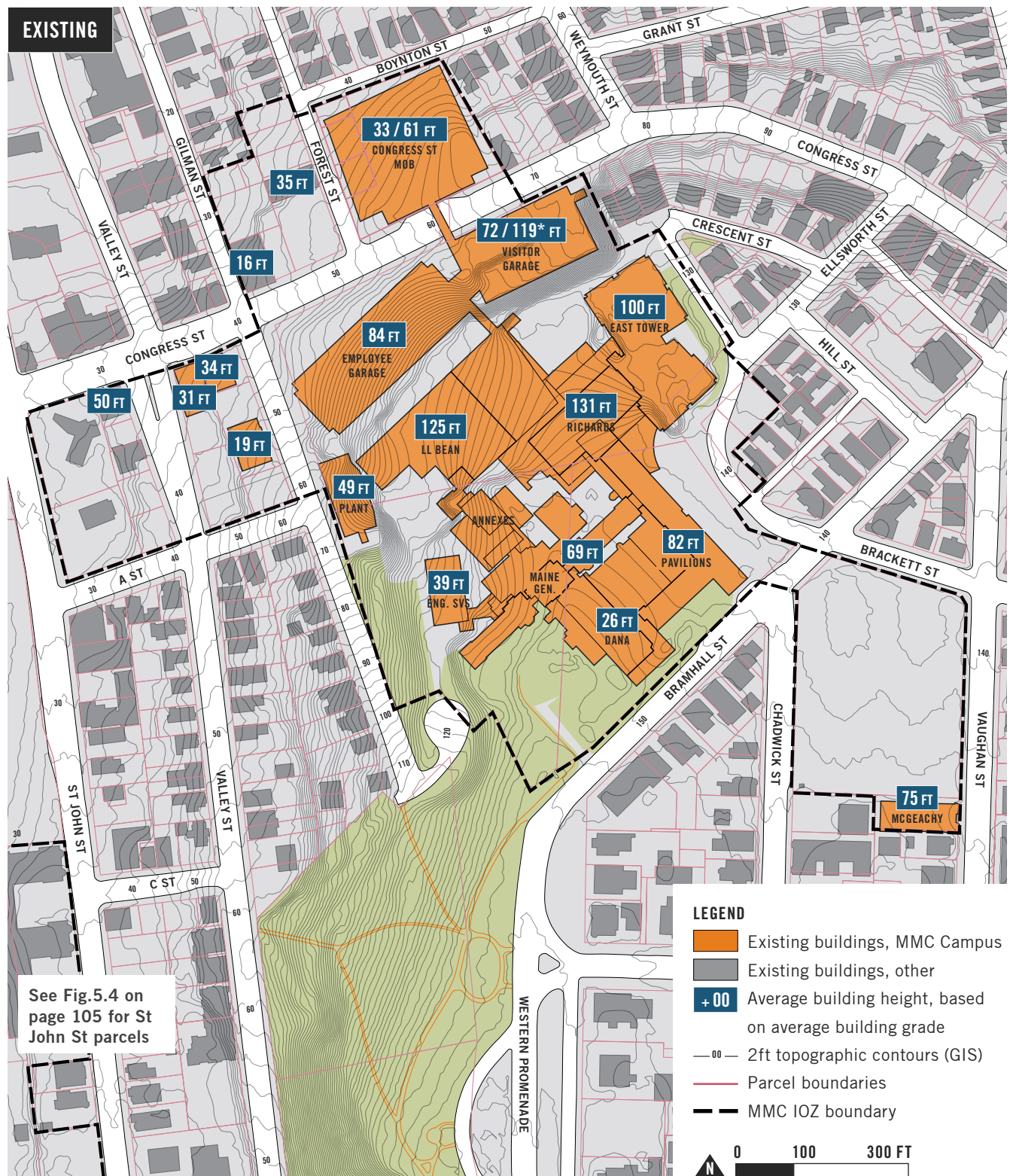
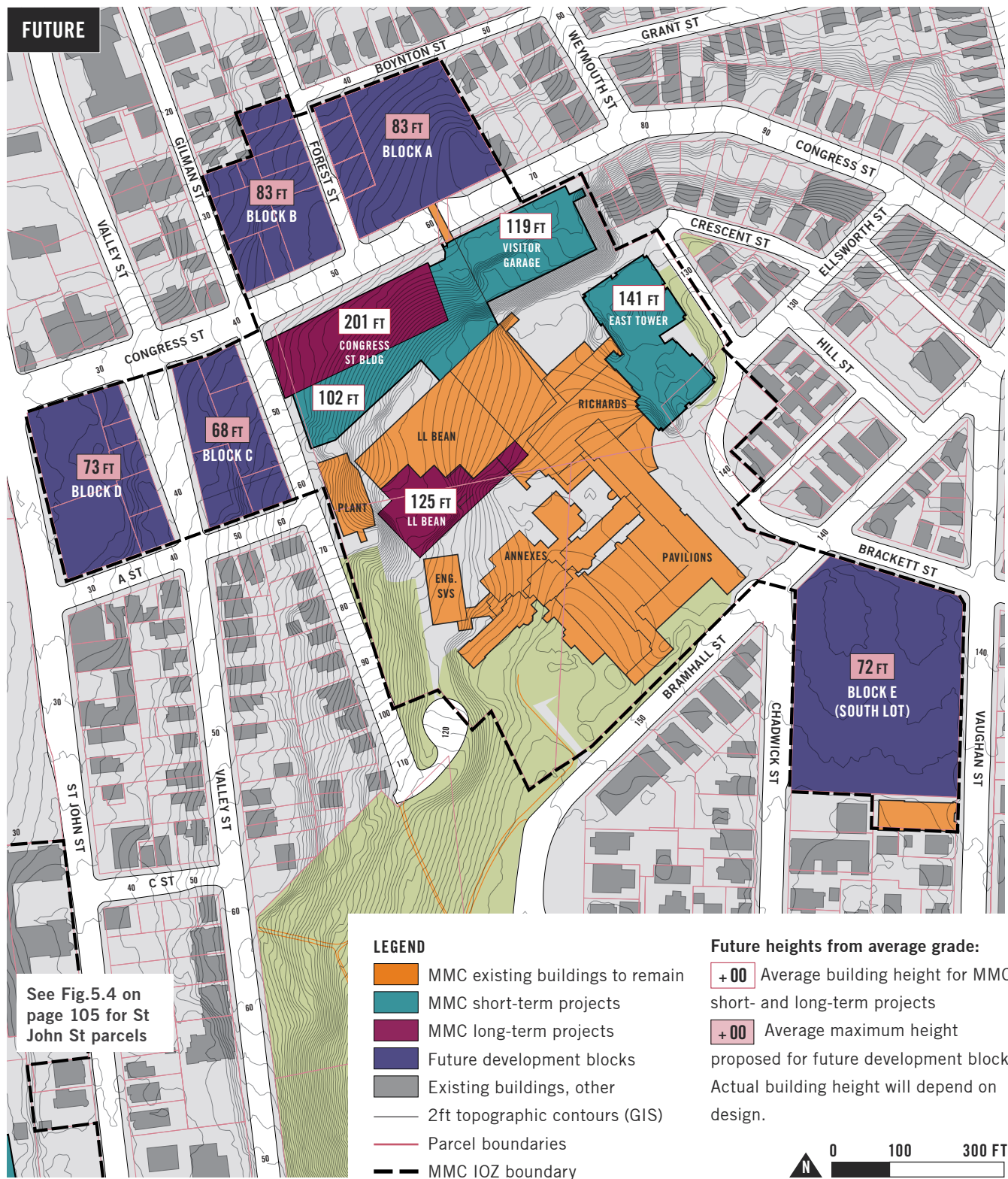


Fig.5.7 Existing Structures within IOZ: Average Building Heights at Average Grade



* Height of existing elevator tower on the Visitor Garage, excluding mechanical room on top of tower.

Fig.5.8 MMC Short- and Long-Term Projects: Average Building Heights at Average Grade



TRANSITIONAL ZONES

In accordance with urban design best practices, MMC has identified "transitional zones" along the edges of the IOZ boundary that abut residential zones where the height of new development can step down to better integrate with the character of local residential streets and neighborhoods. A diagram illustrating this concept is shown in **Fig.5.9** below. The location of specific transitional zones within the IOZ is illustrated in **Fig.5.10** on the following page.

Transition zones are designed to create a consistent scale of development on either side of a given public street. To achieve this goal, most transition zones dictate a height limit matching the maximum height allowed by the zone across the street. The

specific depth of the transition zone where the height limit applies is typically determined by using the "transitional height plane" test whereby a 45° angle line is extended inward from the maximum height line. This test ensures that taller structures on the inner side of the parcel do not negatively impact views from the public street whose character is being preserved.

MMC has used this widely accepted practice to identify and set a 50-ft depth to transition zones illustrated in **Fig.5.10** and required as part of the Regulatory Framework. Diagrams illustrating the testing of key MMC IOZ transitional zones with the "transitional height plane" are included on the following pages.

Fig.5.9 Transition zones: concept diagram

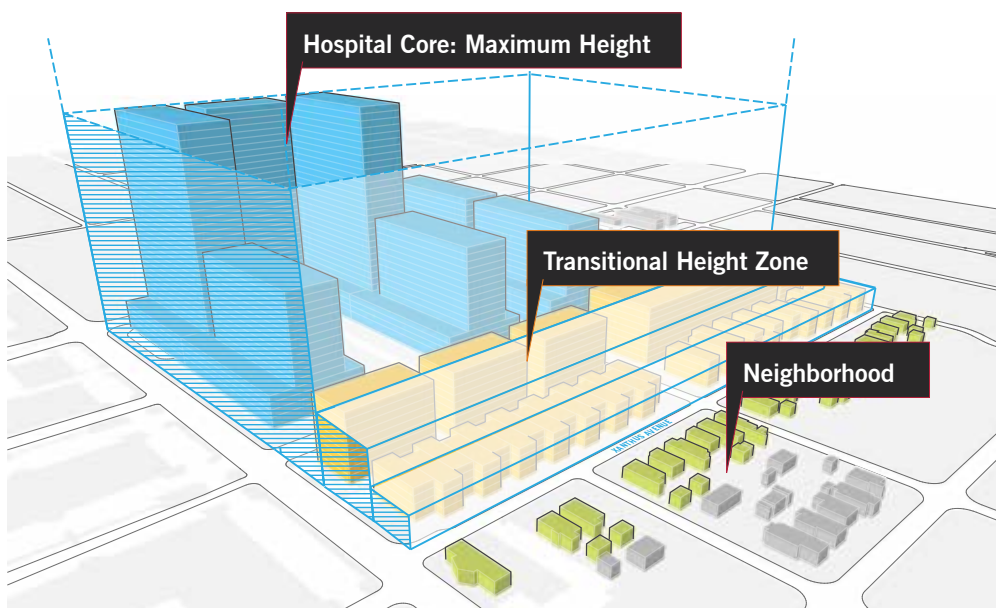


Fig.5.10 Map of proposed transitional zones within MMC IOZ

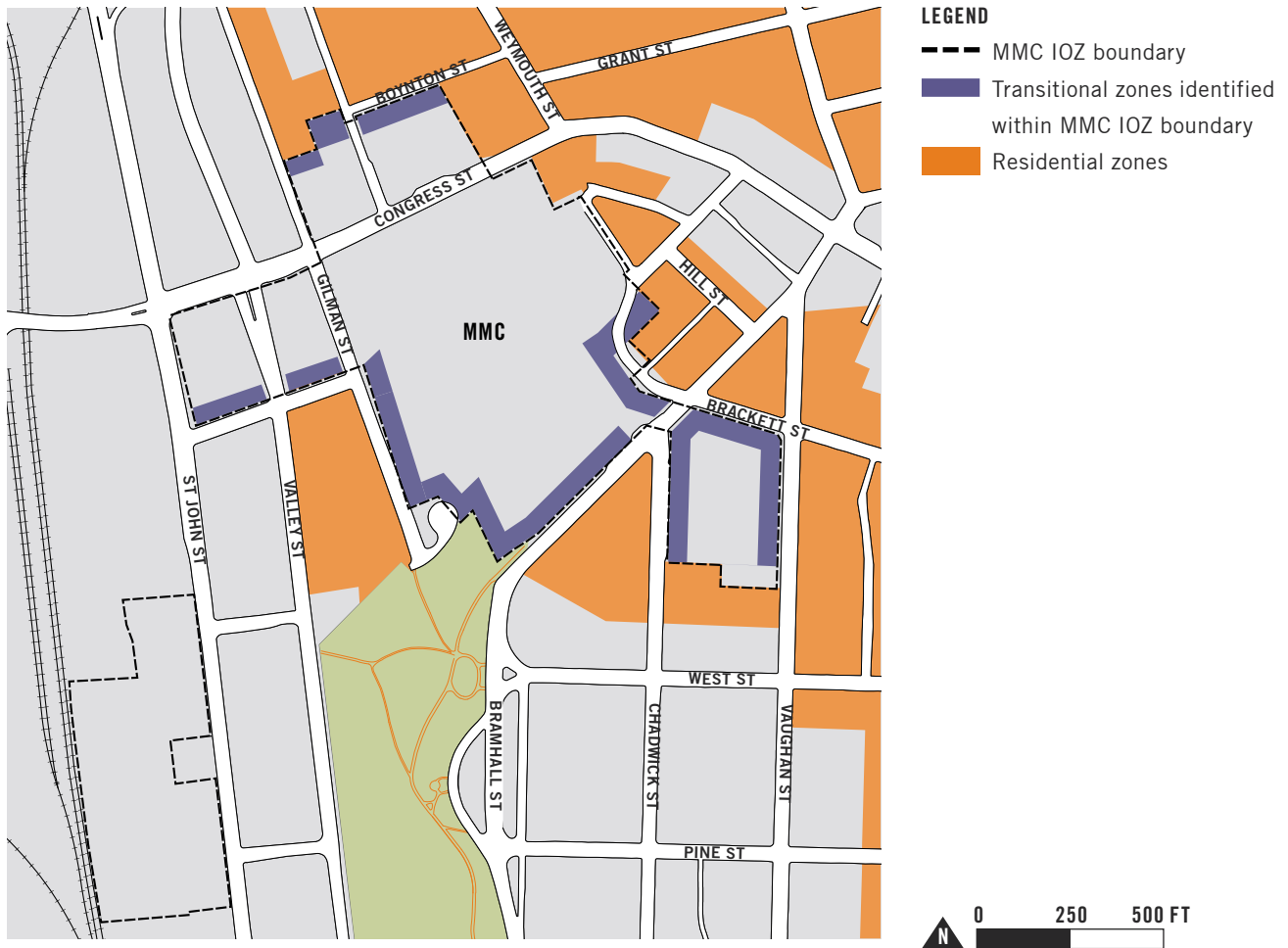
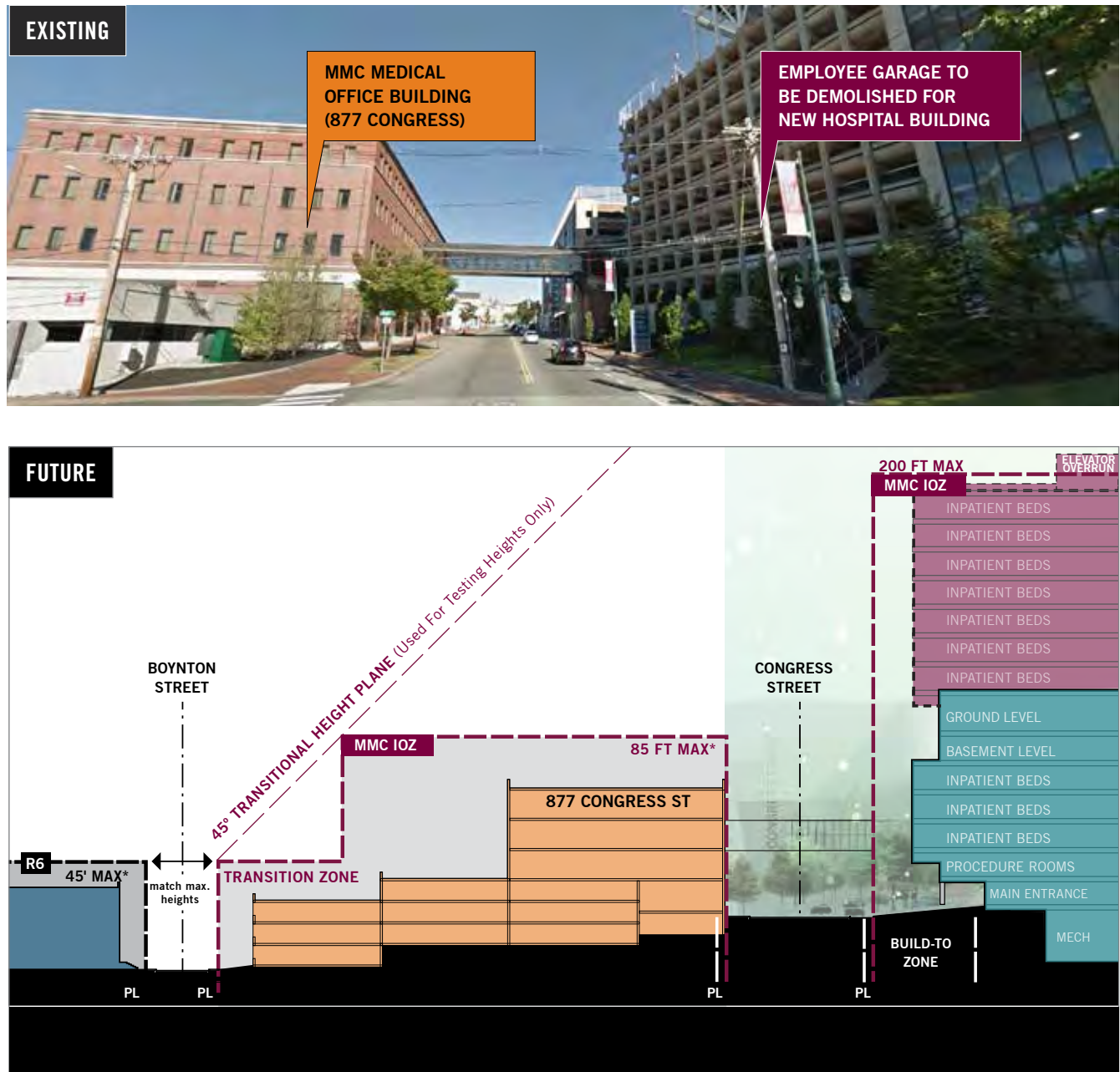
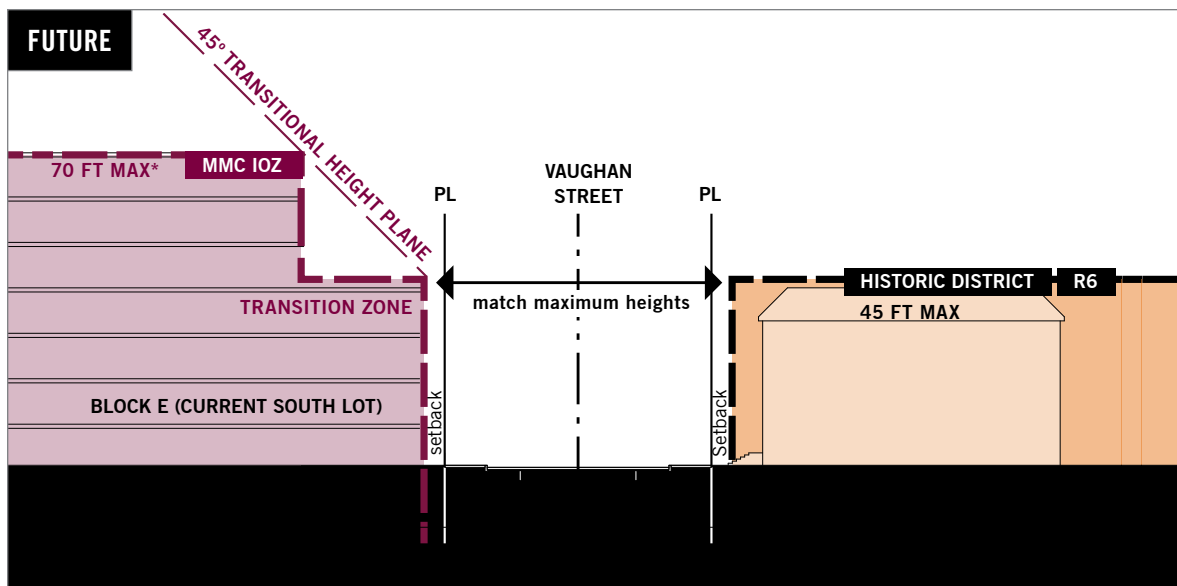
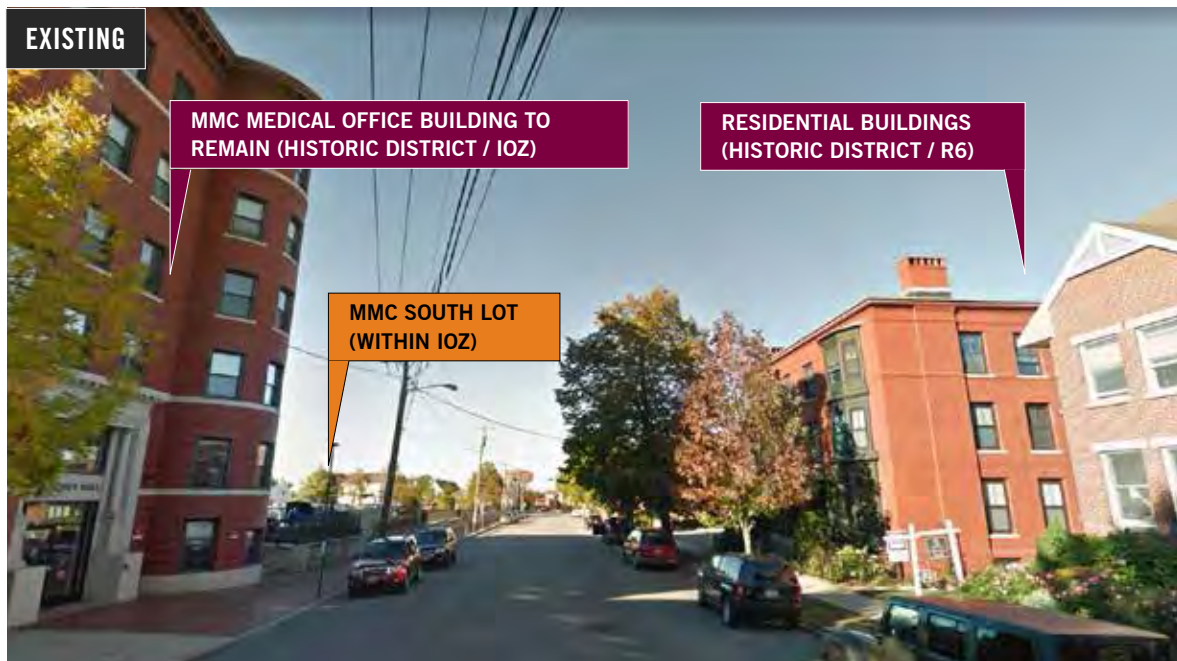


Fig.5.11 Cross-section illustrating height transition from MMC IOZ to Boynton St residential zone north of Congress St



* Average maximum height needed to provide a 75-ft tall structure along Congress St given changes in topography across this site. See "Determining Maximum Heights" on page 104 for details on methodology.

Fig.5.12 Cross-section illustrating height transition from future development Block E (South Lot) within the MMC IOZ to the West End Historic District on Vaughan Street



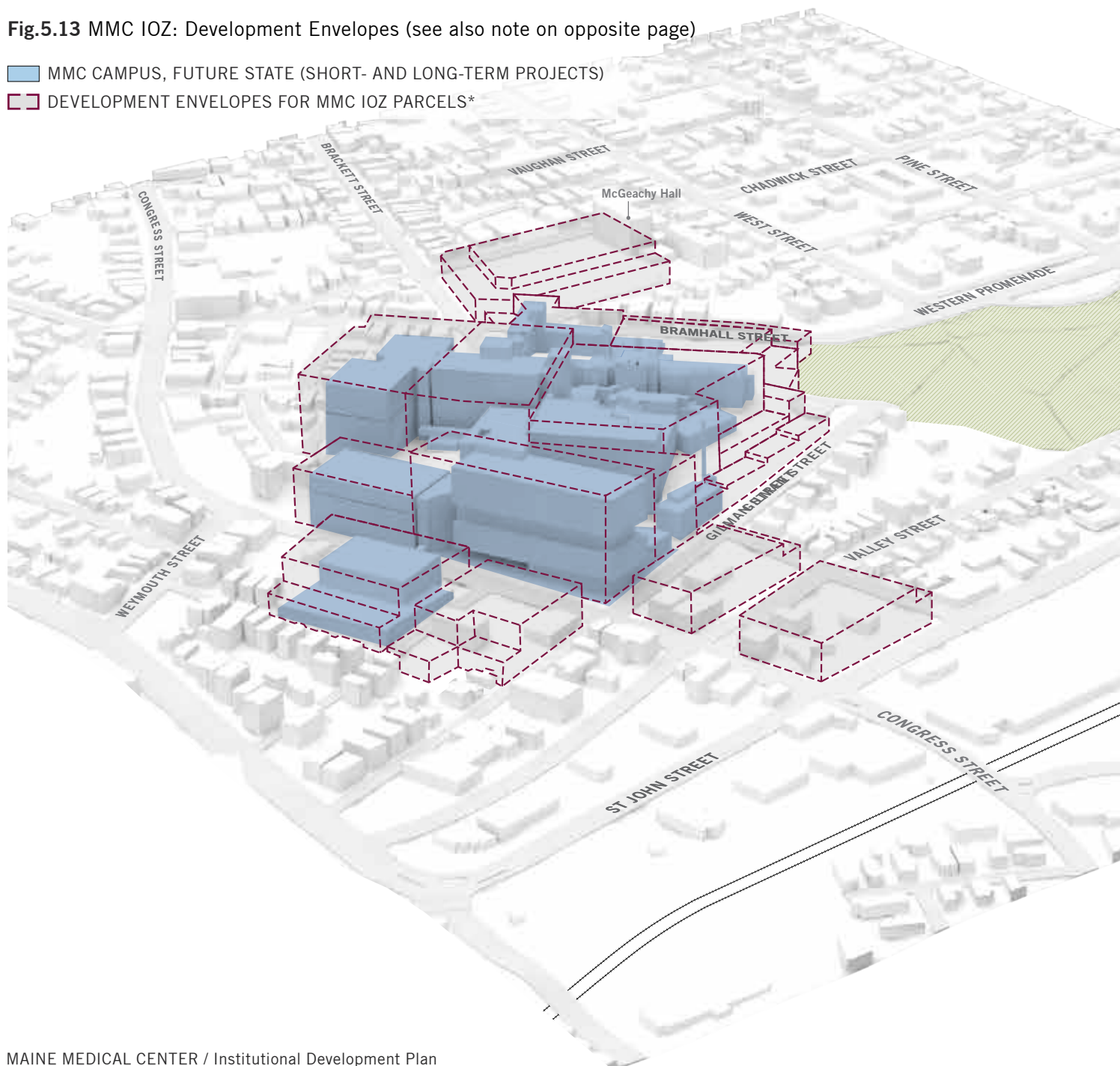
* Average maximum height needed to provide a 75-ft tall structure along Congress St given changes in topography across this site. See "Determining Maximum Heights" on page 104 for details on methodology.

LONG-TERM DEVELOPMENT ENVELOPES

While MMC's Master Facility Plan does not identify specific projects other than those listed on the previous pages (see Fig.2.7 on page 42), all parcels included within MMC's IOZ boundary are considered to be potential zones for redevelopment that supports the effective delivery of healthcare services by MMC to our community in the long-term. Towards this end, MMC has identified context-appropriate uses (see **Table 5.1** at right), development envelopes and design criteria for all IOZ parcels.

Fig.5.13 MMC IOZ: Development Envelopes (see also note on opposite page)

- MMC CAMPUS, FUTURE STATE (SHORT- AND LONG-TERM PROJECTS)
- DEVELOPMENT ENVELOPES FOR MMC IOZ PARCELS*



NOTE: **Fig.5.13** illustrates the maximum height envelopes listed in the MMC IOZ Regulatory Framework. Per the IOZ, the development envelopes only apply to properties that MMC holds right, title, or interest at the time of development. All future development within the IOZ boundary is subject to review for compliance with guidelines and requirements included in MMC's IDP, Regulatory Framework and City of Portland site plan review requirements.

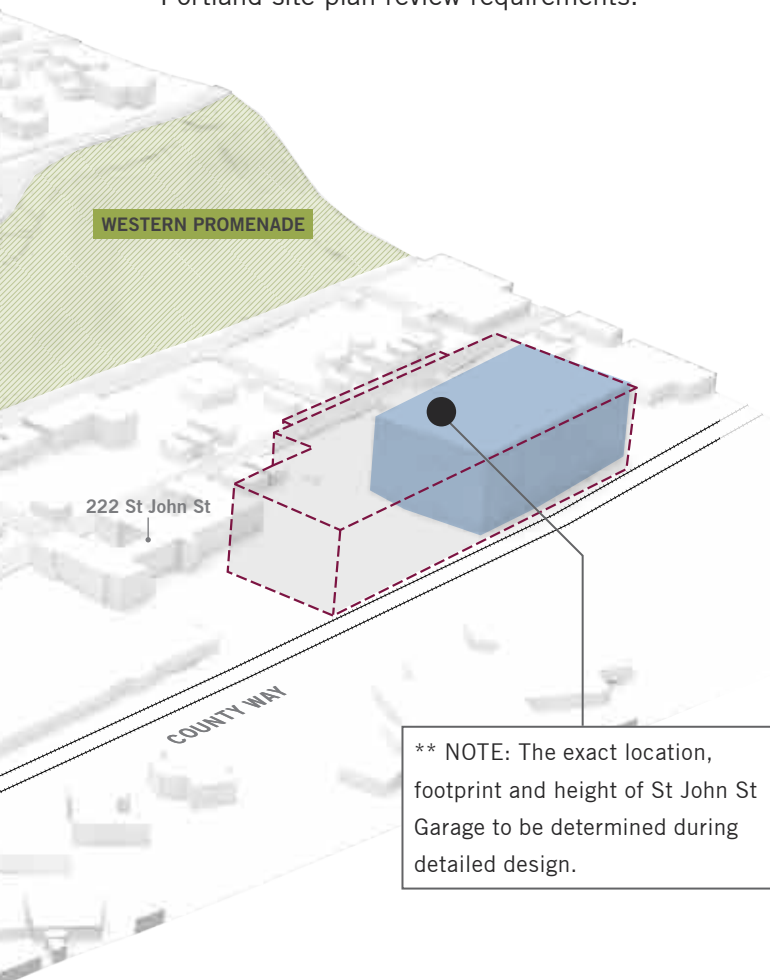


Table 5.1 MMC Potential Future Uses

MMC may locate the following uses within its IOZ boundary:

In addition to the uses permitted in the underlying zone, the following uses are permitted as a matter of right:

Healthcare facilities including but not limited to the following ancillary and/or supporting uses:

- Hospital
 - Medical Office / Clinic
 - Laboratory Center / Services
 - Research and Development (R&D) Laboratory or Facility
 - Educational Facility / Conference Center
 - Administrative / Business Office
 - Accessory Service or Trade Uses
 - Guest House
 - Multi-family housing for healthcare staff and students
 - Rehab / Skilled Nursing Facility
 - Retail Facility
 - Restaurant / Café
 - Employee Service Amenities
 - Day Care Center
 - Fitness Center or Gymnasium
 - Parking Lot
 - Parking Garage
 - Bicycle Storage
 - Heliport
 - Antenna Station
 - Outdoor use areas, such as green areas, parks, gardens, art installations, and other active and passive non-commercial recreation spaces
-

DESIGN GUIDELINES

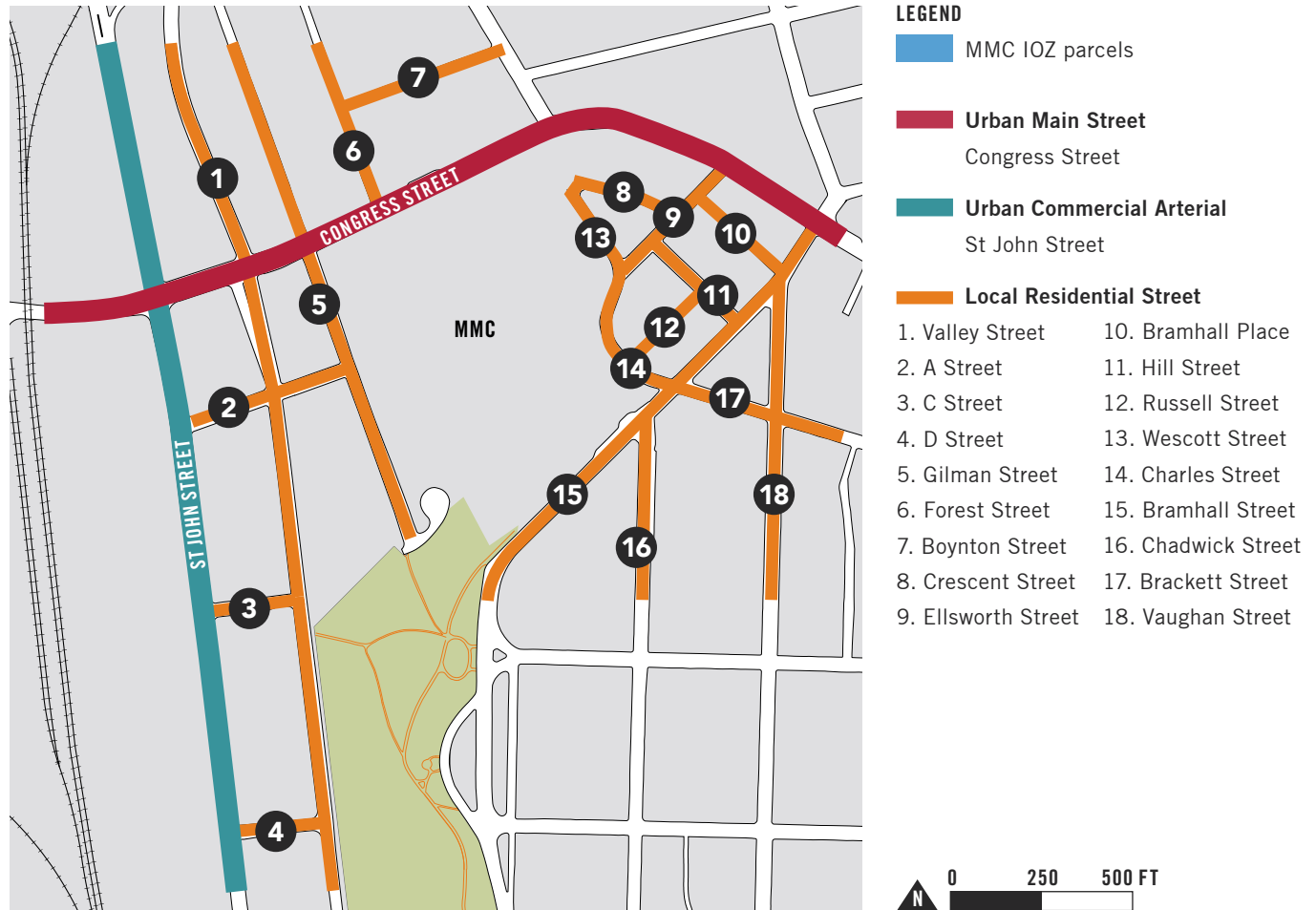
MMC has collaborated with the City of Portland planning staff and sought input from its neighbors to create context-specific "Design Guidelines" for future development within the IOZ boundary. These Guidelines, which are outlined below, are informed by design best practices seen in Portland, and in and around urban hospitals across the US; from City staff recommendations; and from information presented by neighbors in the various public forums held by MMC. They are intended to assist future development in the IOZ to meet the goals and vision for the MMC campus and create context-sensitive buildings.

GENERAL GUIDELINES

MMC will follow these general guidelines for building design within the IOZ boundary:

1. New buildings will be designed to contribute to the campus vision and organizational goals identified in the Master Facility Plan and the Transportation Plan (see Chapters 2 and 3), and best practice design standards for healthcare.
2. The overall composition and experience of the campus will be considered for cohesive identity from approaches along Congress St and I-295.
3. Building entrances will be oriented toward, located adjacent to, or accessible from, a sidewalk in a public right-of-way to create a pedestrian-oriented environment.
4. Buildings designs will relate to and be compatible with the existing, or—in areas of change—planned character of residential and commercial neighbors. Design elements and characteristics to consider include:
 - » Building placement and relationship to the street
 - » Overall massing and scale
 - » Roof forms
 - » Proportion, directional expression, and composition of facades
 - » Rhythm of solids to voids
 - » Rhythm and proportion of openings
 - » Rhythm of entries and projections
 - » Relationship of materials, texture, and color
5. Façade materials of buildings will be of high quality, and contribute to an attractive public realm.
6. The design process will consider long views of new buildings including roofs and associated structures to minimize visual impacts and provide visual interest. Rooftop appurtenances will be either screened from view or integrated into the building design, and will not be visible from adjacent streets, Western Promenade, or the Congress Street approach. (The helipad cannot be screened for safety reasons.)
7. Vibrant, contributing and sustainable active ground floors will be provided to add activity and a sense of place to the priority node

Fig.5.14 Typologies of Public Streets in and around MMC IOZ



identified in the City's Comprehensive Plan.

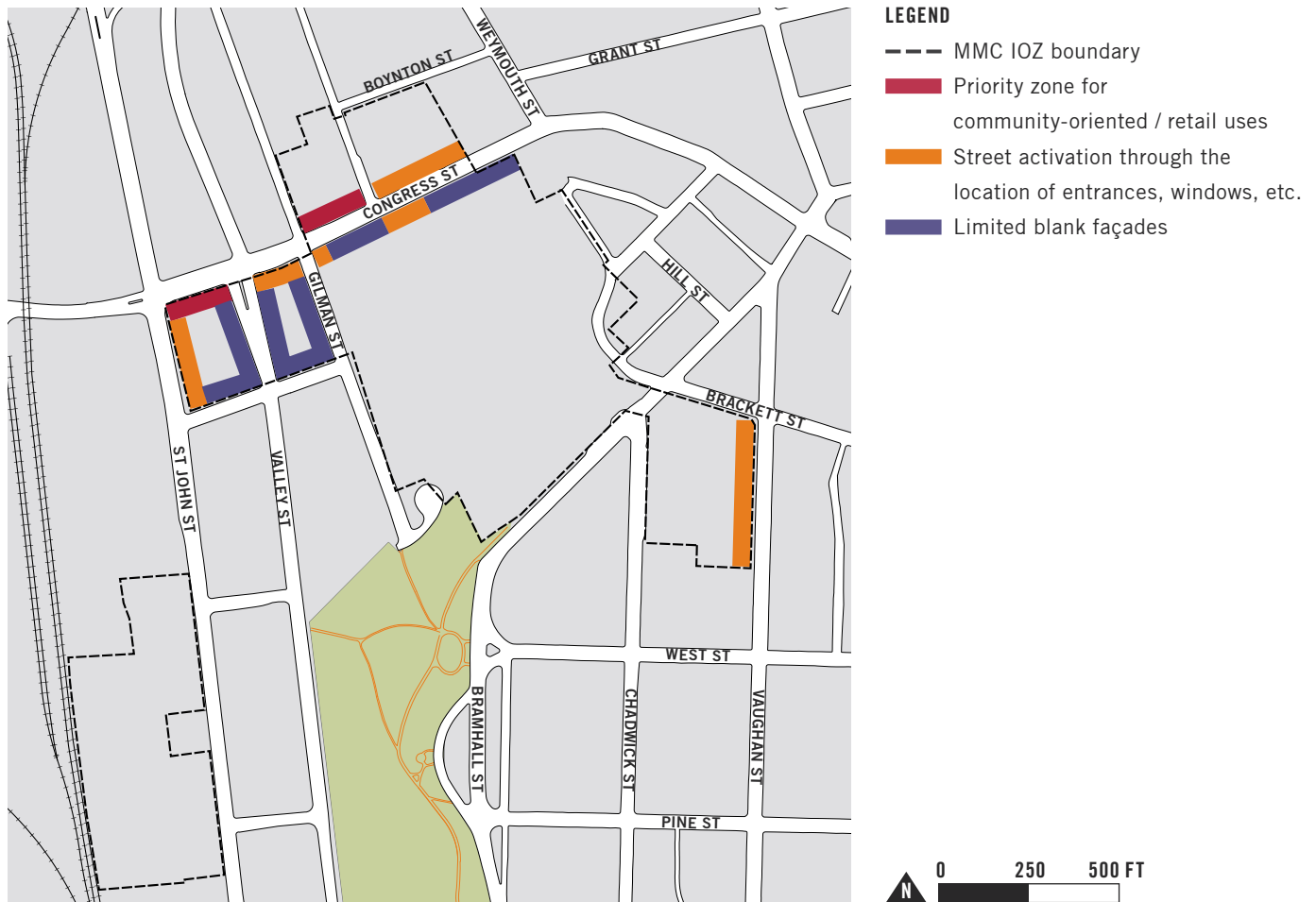
Fig.5.15 on page 118 illustrates zones along Congress St deemed to be most suitable for community-oriented uses / retail.

8. In areas where the occurrence of limited blank façades along public right-of-ways are unavoidable due to changes in topography or building use requirements, the following strategies

will be used to mitigate visual impact:

- » providing elements of visual interest along any blank walls facing public streets, and,
- » working with the City of Portland to ensure adequate lighting of public sidewalks to create a safe pedestrian experience.

Fig.5.15 on page 118 illustrates potential locations of blank walls within the IOZ boundary.

Fig.5.15 Frontage: Types of Activation

9. Any parking structure within the IOZ will:

- » screen views of cars from public rights-of-way;
- » provide elements of architectural interest on upper floors to contribute positively to long views and gateway approaches; and,
- » for garage structures within 20' of the public right-of-way, meet street activation intent according to street type (see **Fig.5.15** above).

BUILDING RELATIONSHIP TO PUBLIC STREET

In walkable urban environments, buildings are designed with pedestrian scale and uses in mind. Buildings contribute to the public realm through the siting and design of street-facing façades, and of lower floors that engage with street-level activity.

A building's relationship to a public street should be informed by the typology of that street, which in turn is defined by the character of existing or planned development lining the street. MMC has identified three distinct typologies of streets within the MMC's IOZ boundary (see **Fig.5.14 on page 117**). Design guidelines for future redevelopment along these street types are outlined below.

1. Urban Main Street (Congress Street)

Congress St is considered by many to be Portland's "main street". The winding street is defined by "zero-lot line" developments that border the sidewalk, and a series of civic monuments and squares distributed along its length. The IDP planning process has identified an opportunity to extend this "main street" feel from the emergent Bramhall Square (at Bramhall and Congress Sts) all the way to the railroad crossing where Congress St emerges from the influence of the I-295 interchange. MMC aims to contribute positively to the regeneration of Congress St in this area by ensuring orderly redevelopment of abutting IOZ parcels.

MMC buildings abutting Congress St will be designed to:

- provide urban-levels of density;
- create an urban street wall that provides a sense of enclosure to the public realm;
- have their primary orientation towards Congress St;
- activate the public sidewalk with building entrances, lobbies, etc.;
- to the extent possible, given programmatic needs, provide visual interest and ensure pedestrian safety with views into and out of the building along the public sidewalk;
- to the extent possible, given programmatic needs, provide space for community-oriented uses such as services or retail that can be shared between MMC users, neighbors and the broader Portland community; and,
- support the existence of neighborhood amenities such as restaurants and other retail uses providing services to local residents and employees both during the day and evening hours.

The topography and orientation of Congress St in this zone, however, poses significant challenges to achieving some of these design goals. The steady, steep climb of the street makes it impractical for large footprint buildings to align ground floor windows with the rising profile of the sidewalk (see

Fig.5.5 on page 106 for an analysis of building ground elevations). The east-west orientation of the street, combined with the more than 50-ft rise of Bramhall Hill south of Congress St, makes it challenging to provide an urban street wall that does not shade Congress St for most of the time (see shadow studies on page 124). To the extent possible, MMC buildings will utilize the general guidelines related to blank façades to mitigate these conditions (see page 117).

In addition to the guidelines listed above, buildings that have frontage on Congress St and that include parking components will activate portions of or place liner buildings along the ground floor facing Congress St. MMC has no plan to develop a stand-alone garage on Congress St as of the date of this IDP.

2. Urban Commercial Arterial (St John Street)

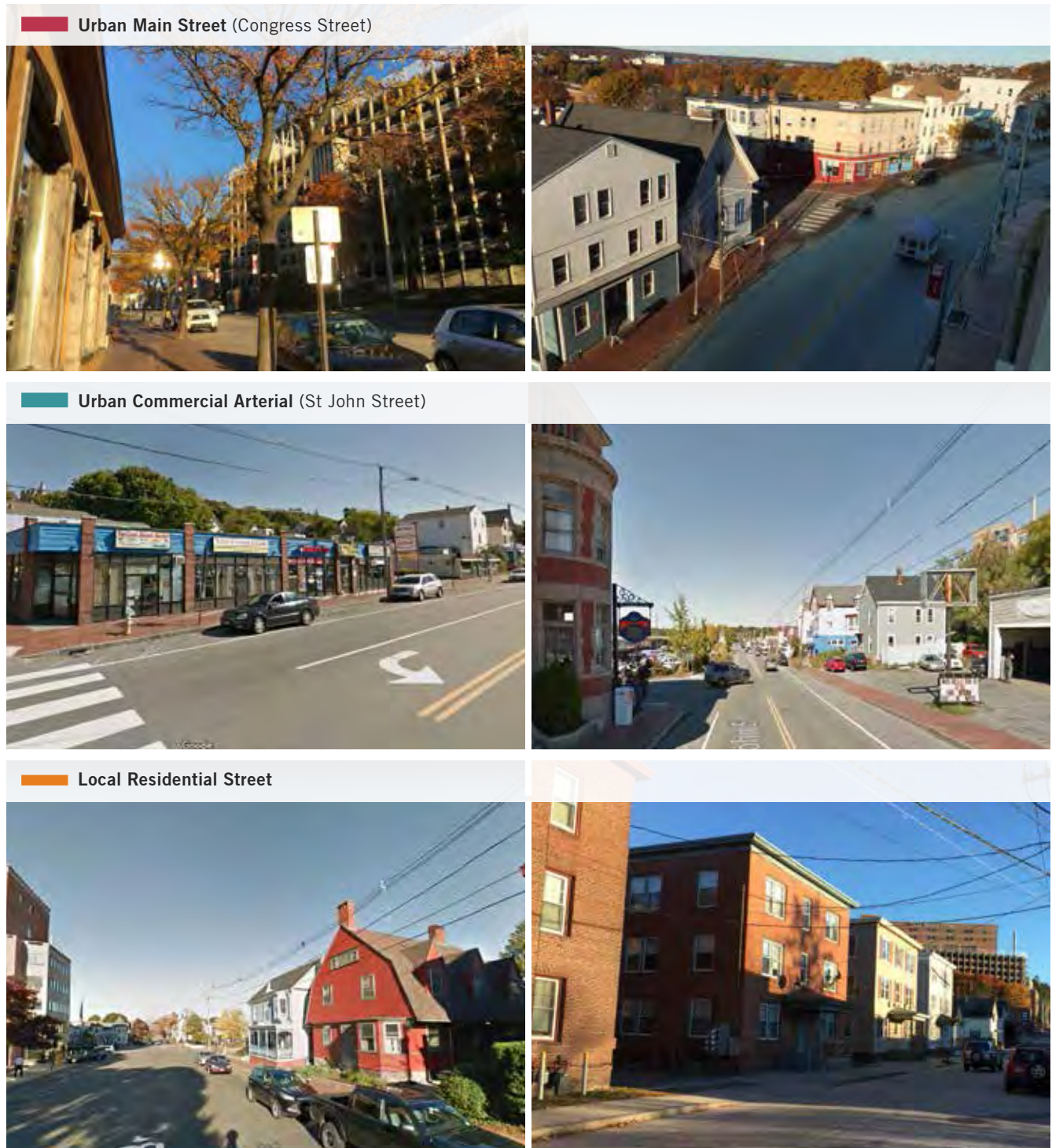
St John St is a significant arterial linking vehicular traffic between I-295 / Park Drive / Congress Street to the north, and Veterans Memorial Bridge / W Commercial Street to the south. The commercially-zoned street is flanked by a wide variety of uses that hint at its railroad-era origins (warehouses and workers' homes) as well as its current-day arterial use (strip centers and fast food restaurants). While it has some elements of a walkable street such as sidewalks and on-street parking, large stretches of the street prioritize the car with frequent curb-cuts, and street-facing parking lots.

MMC's IOZ boundary abuts St John Street between Congress and A Streets. MMC envisions this block to be redeveloped, in the long-term, in accordance with the Congress St design guidelines outlined on the previous pages. The new development will aim to provide architectural definition to the corner of Congress and St John Streets, and—to the extent possible—extend the character developed for the Congress St frontage along St John St.

3. Local Residential Street

The MMC IOZ boundary is crossed by and abuts a number of local streets that are lined with a wide variety of residential structures ranging from 3-4 story multi-family apartments on Boynton St to single-family mansions along the Western Promenade. During the IDP process, MMC has worked with the City of Portland planning staff, the Planning Board, and neighborhood representatives to identify a balanced approach to redevelopment along local streets that provides appropriate height transition from institutional to residential character. This approach is outlined in detail under "Transitional Zones" on page 110.

Fig.5.16 Photographs illustrating existing character of streets in and around the MMC IOZ



CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

MMC aims to create a safe environment for all in and around its campus. MMC will incorporate the following design strategies that have been demonstrated to deter crime:

- Providing a clean and aesthetically pleasing campus environment that is designed with vandal-resistant materials
- Providing clear and properly-sized signs in safe locations to ensure safe wayfinding
- Ensuring that paths from transit stops, bike storage areas, and parking areas to main pedestrian entrances are well-lit, with clear sight lines
- Designing street-level elevations to minimize potential hideouts
- To the extent possible, given clinical program demands, providing views in and out of building ground floors populated by users to serve as "eyes on the street"
- Generating foot traffic on public sidewalks with pedestrian entrances

MITIGATING IMPACTS THROUGH DESIGN

MMC is committed to addressing any perceived negative impacts that campus development may have on adjoining neighborhoods. This includes actions to mitigate impacts of daily campus operations, which are discussed under "Operational Sustainability" on page 93. A plan for mitigating construction impacts is outlined, along with a plan for continuous neighborhood input and engagement, in the "Neighborhood Engagement" chapter on page 128. This section summarizes strategies that may be used, as appropriate, to minimize negative impacts of proposed new development.

Minimizing Shadow Impacts

In order to understand the potential shadow impact of proposed campus projects on surrounding properties, MMC has prepared detailed shadow studies during the Master Facility Planning process (see **Fig.5.17** through **Fig.5.20** on the following pages). The overall building heights were kept to a minimum to minimize shadow impacts in areas such as Congress St where street alignment and topographic changes contribute to longer shadows. The proposed Congress St Development (see "Short-Term Projects on page 44) was pulled back from the street to the extent possible to minimize this impact, while also providing a more generous public sidewalk that supports pedestrian activity in front of this new gateway structure.

Context-Sensitive Lighting Design

The location and context of buildings are considered in the design of artificial lighting for new development. While a majority of this work is completed later during the design process and presented during Site Plan review, MMC has already incorporated some preliminary concepts related to lighting intensity into its Master Facility Plan. A key example is the concept design for the Congress St Development, which is intended to animate the Congress St frontage 24/7 with light emanating from its glazed circulation and waiting areas facing the street on the lower floors.

Mitigating Wind Impact

Upon final design of applicable site plans, MMC will consult with the City of Portland's Arborist to selectively determine the placement of trees or other landscape features on any new landscape areas to minimize any wind impacts created by the mass of new development.

Preserving and Enhancing Viewsheds

MMC understands the significance of historic and gateway viewsheds to the Portland community. The Maine General Hospital, a landmark civic building situated atop a hill, was designed to complement the sweeping views of the Fore River from the Western Promenade. Likewise, MMC will design new buildings along Congress St to provide an aesthetically pleasing gateway experience for all entering into the peninsula at this point.

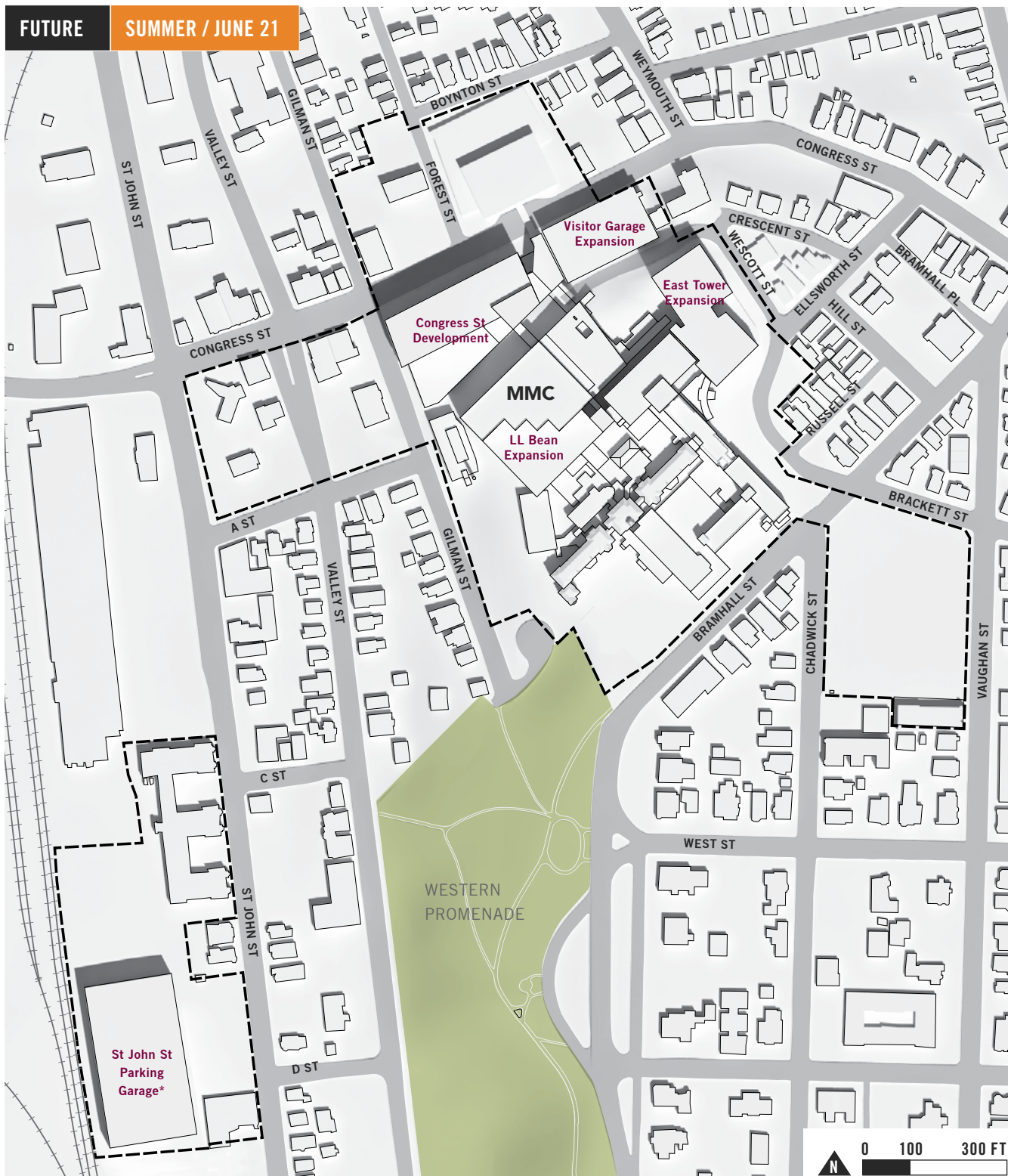
MMC embraces the historic Western Promenade as a site from which to take in views of the countryside and the White Mountains, and a valuable open space amenity for campus users as well as for the broader community.

MMC has met with the Parks Department to review the potential impact of the proposed 222 St John St Garage to public views from the Western Promenade towards the White Mountains, and will work to mitigate potential impacts through design. MMC will also work to minimize potential impacts to the Maine Central Railroad Building as a designated historic landmark.

Fig.5.17 Computer-generated shadow study / Existing conditions on June 21, noon



Fig.5.18 Computer-generated shadow study / Proposed long-term projects on June 21, noon

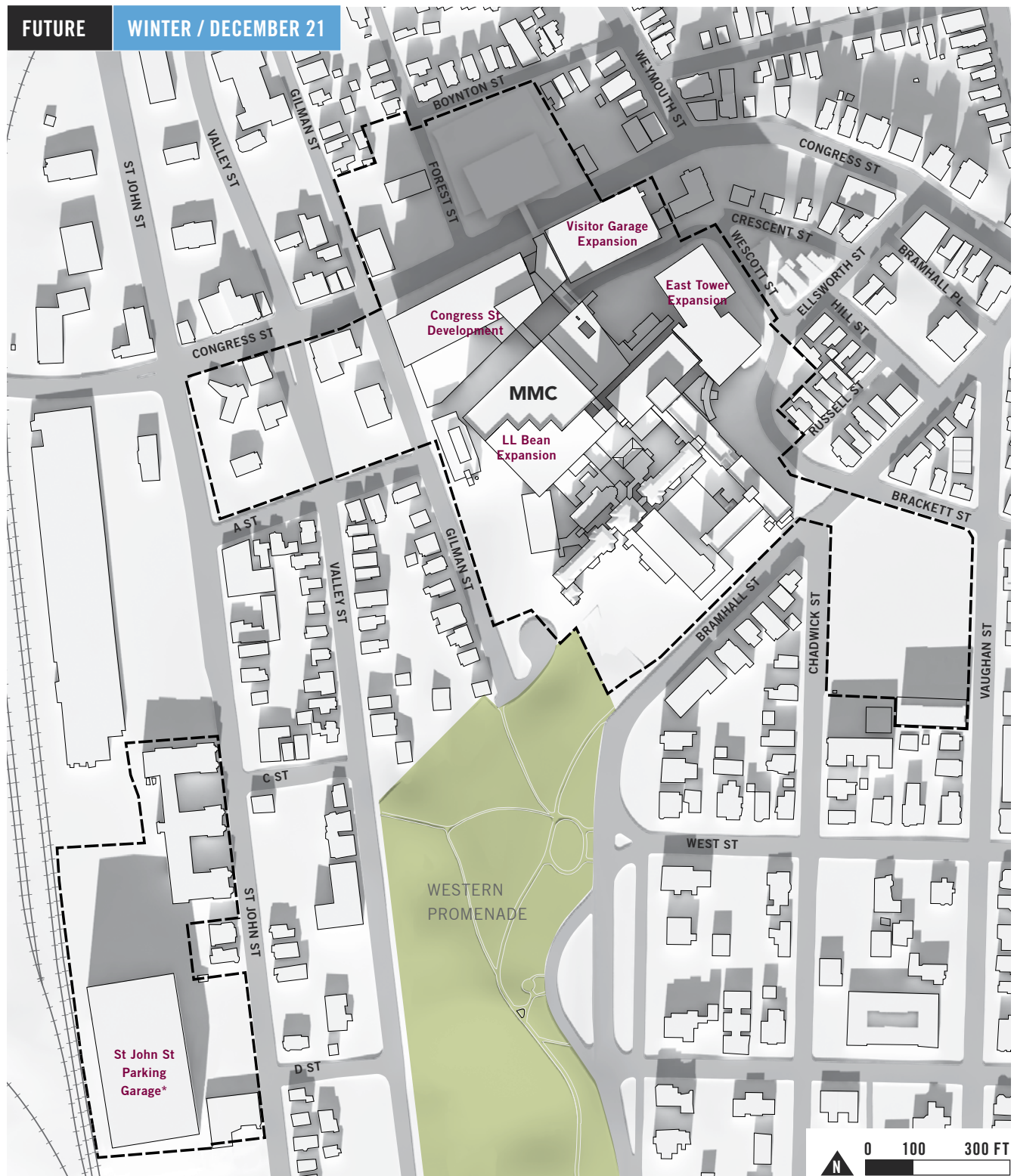


* NOTE: Exact garage location and footprint to be determined during detailed design.

Fig.5.19 Computer-generated shadow study / Existing conditions on December 21, noon



Fig.5.20 Computer-generated shadow study / Proposed long-term projects on December 21, noon



* NOTE: Exact garage location and footprint to be determined during detailed design.

NEIGHBORHOOD ENGAGEMENT

Maine Medical Center strives to be a good neighbor to surrounding communities. Ongoing dialogue and exchange of information and ideas is a core tenant of MMC's neighborhood engagement plan.



ONGOING COMMUNITY ENGAGEMENT

MMC's number one priority is superior patient care. In order to achieve this goal, it must address its employees' needs. However, MMC also recognizes that realizing its vision depends on its success as a corporate citizen and a neighbor.

MMC's main campus is situated at the intersection of several diverse residential and mixed-use neighborhoods. MMC considers itself a part of the West End, Western Promenade, Parkside, St John Valley, and Libbytown neighborhoods (see **Fig.1.5 on page 19**). MMC values its role in these neighborhoods and seeks to be a productive force in maintaining their health and quality of life. To this end, MMC endeavors to maintain an open dialogue with its neighbors, to quickly and fairly resolve disputes, and to ensure that its growth enhances its neighborhoods' vibrancy, economy, and livability. Building and maintaining trust is essential to successfully achieving these shared goals. MMC commits to building and maintaining trust not only by providing superior care to its neighbors and the larger community, but by clearly communicating and consistently engaging its neighbors on both the institution's core mission and neighborhood concerns.

It is important for MMC, its neighbors and the City to maintain the dialogue that has been established during the development of MMC's IDP. As a result, MMC proposes the following ongoing community

engagement to ensure the surrounding neighbors are kept apprised of MMC's future development plans, and to understand any neighborhood issues related to the operations of the MMC campus, the following engagement process shall be established:

- On a quarterly basis, MMC's Chief Operating Officer shall host a group meeting comprised of the following members:
 - » the President or Chair (or a designee of the same) of the following Neighborhood Associations: St John Valley, Western Promenade, West End, Parkside, and Libbytown
 - » The Director of Planning at the City of Portland, and,
 - » The District 2 Portland City Councilor
- The group shall develop a Charter by which these quarterly meetings shall be conducted and minutes shall be made of each meeting. The Charter and the minutes shall be delivered to the City's Neighborhood and Island Liaison within 30 days of their adoption.
- In addition, the group shall annually complete a "checklist of actions" to be addressed by the group and the completed checklist shall also be filed with the City's Neighborhood and Island Liaison.

- To further an open dialogue, MMC will engage neighbors in more routine dialogue during major planning efforts. These meeting invitations shall also be extended to the Director of Planning at the City of Portland and to the District 2 Councilor.
- During construction, MMC shall provide contact information for a designated community liaison on its website for day-to-day inquiries and comments. Inquiries and comments shall be logged by MMC and responses shall be provided by MMC in a timely fashion.
- MMC shall also employ social media to make information about a pending project readily available to the public. This shall include a dedicated website page and a dedicated email address for residents to ask questions, provide suggestions or voice concerns.
- Finally, MMC will set up a text alert system to notify any subscriber of advance construction impacts which may be necessary during construction.

CONSTRUCTION MANAGEMENT PRINCIPLES

The following section provides an overview of the construction management principles that MMC has identified to minimize impacts from noise, vibrations, ground movement, truck traffic, and other construction related factors to the surrounding buildings and communities. It is MMC's full intent to schedule and conduct operations in a manner that will minimize, to the extent feasible, the disturbance to the public in areas adjacent to the work and to occupants of buildings in the vicinity. MMC will adhere to the Construction Management Template requirements attached to the IDP as Appendix A.

COMMUNICATION INITIATIVES

MMC will provide a method of communication between City of Portland, neighbors, and the construction team based on the anticipated impact of the construction project. For large construction projects, MMC will use its website, social media, and provide a dedicated email address to enable communication with its neighbors.

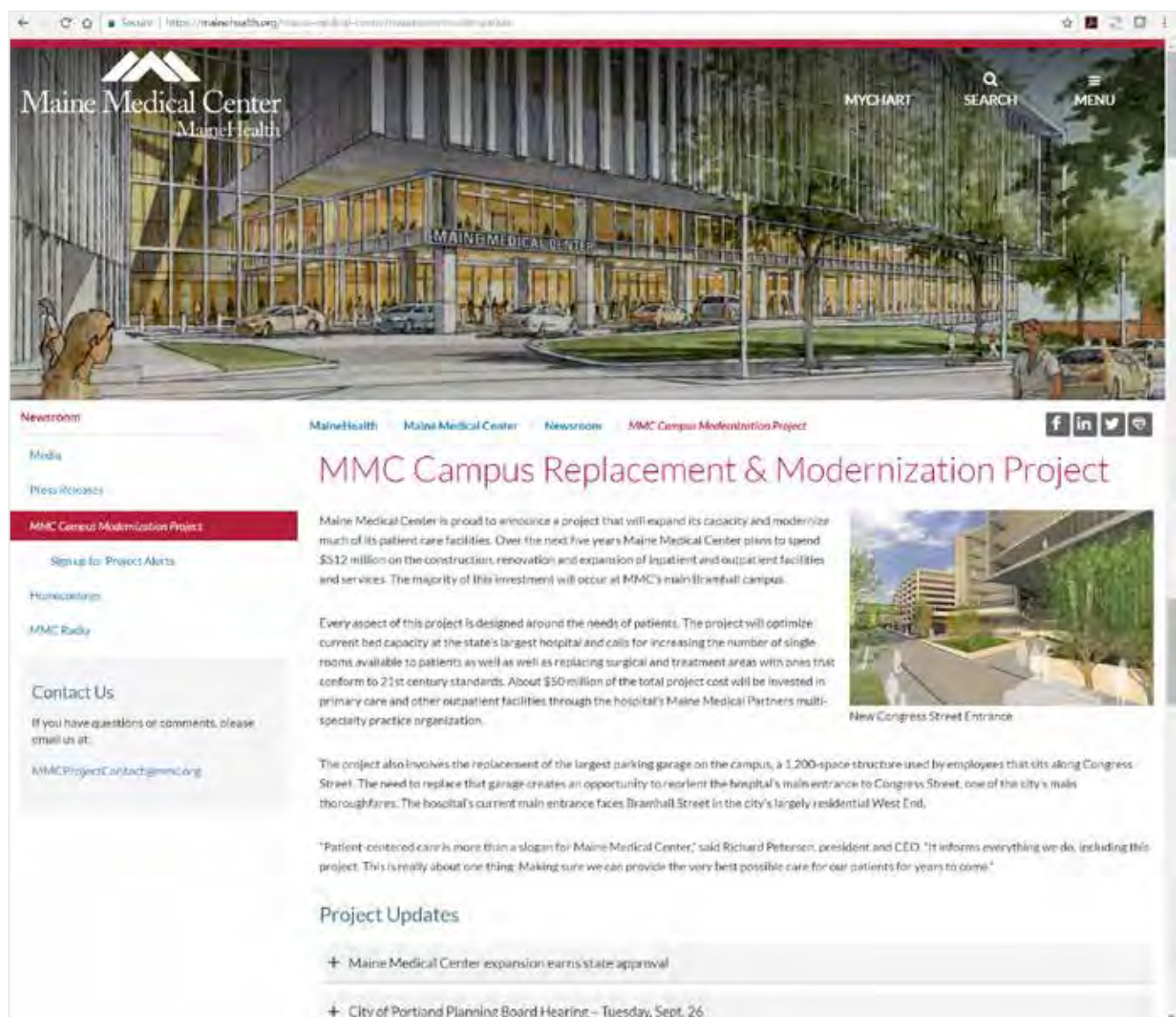
For short-term projects identified in the Master Facility Plan, MMC will implement a communication strategy using social media and texting to alert surrounding neighbors of activities that may cause disruption.

MMC has created a dedicated webpage on its website devoted to the short-term projects to inform the public of important information related to the Project (<http://www.mmc.org/modernization>).

Information and updates on the Project are regularly posted including project updates, neighborhood meeting minutes, Portland Planning Board information related to the project, news releases, fact sheets and frequently asked questions. As construction commences, important alerts regarding

construction activity such as activities impacting roadways, potential creation of dust, vibration, or noise, etc. will also be posted. To the extent possible, MMC will provide two week advance notice of such activities.

Fig.6.1 Screenshot of MMC Website dedicated to the Project at <http://www.mmc.org/modernization>.



MMC has created a dedicated email address that allows members of the public to ask questions and provide information. These emails will be answered in a timely fashion by the people directly involved in the construction activities.

Information about the construction project will be proactively shared on a regular basis for the duration of the project.

CONSTRUCTION SCHEDULE

MMC will provide an estimated project schedule at the beginning of a construction project and provide regular updates through-out construction. The frequency of construction schedule updates will be determined by the project's estimated impact on the surrounding area.

CONSTRUCTION MANAGEMENT PLAN

Prior to construction, MMC will develop comprehensive Logistics and Safety Program. Maintaining normal campus operations and public safety, and minimizing impacts to areas surrounding the campus, will be the primary considerations in this process. MMC will utilize the City's Construction Management Plan template to develop a Construction Management Plan that will be submitted with a Site Plan application.

PROJECT WORK HOURS

Construction work hours will be predetermined before the start of any construction project and limited in order to minimize impact on the areas surrounding campus and to complete the project expediently.

PUBLIC SAFETY AND ACCESS

Pedestrian walkways and business access will be clearly marked and maintained through-out the construction period.

In general, secured fencing will be used to isolate construction areas from pedestrian traffic and Police Details will be provided, when necessary, to facilitate traffic flow. MMC will work to ensure the sidewalk protection minimizes impact to pedestrian and vehicular flow. The specific configuration of sidewalk protection and pedestrian access around the site will vary depending on the phase of the work being performed. Construction procedures will be designed to meet all OSHA safety standards for specific site construction activities. MMC will provide sufficient temporary site lighting to ensure the safety of all pedestrians accessing the sidewalks around the site, including lighting at all covered pedestrian walkways, until permanent street lights are installed. Residents will be able to contact MMC at a designated email posted prominently on the project website (see **Fig.6.1 on page 132**). MMC will also provide regular updates to the Fire Department regarding any detours necessitated by construction.

CONSTRUCTION NOISE IMPACTS

MMC is committed to mitigating construction noise impacts. Increased community sound levels, however, are an inherent consequence of construction activities. When these events are scheduled, advance notice will be provided.

CONSTRUCTION TRAFFIC AND PARKING IMPACTS

Construction Workers

For Short-Term Projects, the number of workers required during the construction will vary with an estimated average daily workforce of 150 during the peak of construction. Jobsite personnel shall park at an off-site parking area and will be shuttled to the construction site. MMC will work with the Construction Management Company to identify an off-site parking location and shuttle service. No personal vehicles will be allowed to park at the project construction site or in the adjacent residential streets. The construction company and its subcontractors shall encourage the use of public transportation by their workers, if available.

Truck Routes and Volumes

Truck routes shall be as far away as possible from residential and other sensitive uses.

MMC may install wayfinding signage at strategic locations identifying no travel zones for construction vehicles. Once at the site, all vehicles will be brought within the fence line and will make every attempt to avoid queueing on public roadways, unless during specific times, as addressed on the site logistics plans.

Construction Staging Areas

Construction staging areas shall be as far away as possible from residential and other sensitive uses.

CONSTRUCTION AIR QUALITY IMPACTS

To reduce emission of fugitive dust and minimize impacts on the local environment, MMC will adhere to a number of strictly enforced mitigation measures. These include the use of wetting agents to control and suppress dust; covering stock piles of soils and trucks transporting debris; managing construction practices to reduce unnecessary transfers of loose materials; periodic cleaning of streets and sidewalks; and, use of wheel wash stations.

IMPACT TO SURROUNDING BUILDINGS AND RESIDENCES

Foundation surveys of surroundings buildings and homes will be completed within a reasonable distance from the anticipated center of construction and in accordance with current regulations. The results of foundational surveys will be shared with the City of Portland and the property owner.

MMC COMMUNITY BENEFITS

MMC provides much to the City of Portland community including employing over 2,000 Portland Residents. These benefits are not only to our adjacent neighbors but also to the residents elsewhere in the City and the state of Maine.

SMOKING POLICY AND RELATED INITIATIVES

MMC, as a health care institution, understands that smoking is an addiction that has harmful effects—effects from directly inhaling nicotine, as well as the effects of second hand smoke. The effects are serious and can be life threatening. In order to advance its vision to make the people in Maine the healthiest in America, MMC, like other businesses in the City of Portland—including the City itself—has instituted a no smoking policy on its premises.

But the hospital also recognizes that addiction is difficult to overcome and the ability to quit smoking is often difficult. That is why MMC offers assistance to its employees, patients and visitors to quit smoking and to reduce and eliminate noxious fumes in the environment. MMC provides free smoking cessation classes to its employees. It offers free nicotine gum to visitors to the hospital in an effort to reduce the desire to smoke. MMC has conducted periodic "walk-about" in the neighborhood to talk with people about smoking and its health impacts.

Neighborhoods throughout the City all deal with unwanted smoke. MMC has heard the concerns of its neighbors relating to people walking on the public sidewalks in their neighborhoods while smoking.

Whether or not people smoking in MMC's adjacent neighborhoods are affiliated with the Hospital, MMC has taken significant measures to respond in a positive fashion to these concerns. MMC provides education about smoking and resources to assist in quitting (such as providing the hotline telephone number for the Center for Tobacco Independence). The Hospital has taken steps to alleviate the unsightliness of cigarette butts on public streets near its campus. As documented in its MMC Neighborhood Council Meeting minutes of June 23, 2016, MMC has purchased 30 "butt butlers" for use by the City in areas around the MMC main campus. In 2016, MMC and the neighbors collaboratively walked the neighborhood and identified areas for installation of the butt butlers.

At the request of the neighborhood representatives, MMC also modified its smoking policy as follows:

- Limits the distance from entrances within which individuals can smoke from 50 feet to 20 feet;
- Remove MMC Tobacco Free signs installed along the perimeter of the open "South Lot" (Bramhall, Chadwick, Vaughan, and Brackett Sts).
- Letter to employees sent by the MMC CEO and COO regarding these changes and the expectations for employees to abide by them
- MMC has hired a trash removal vendor to collect cigarette butts and trash in the areas surrounding the hospital. This vendor

provides such service between April 1 and first snow, on M, W, and F at 4–6 hours per day.

- MMC has a telephone line dedicated to the receipt of concerns from neighbors regarding MMC related events in their neighborhoods.

MMC is committed to its ongoing efforts to address this public health issue of tobacco use.

NEIGHBORHOOD GARDEN

The St John Valley Neighborhood (SVNA) requested the use of property owned by MMC at 268-270 Valley St. In an effort to respond to the neighbors, MMC contacted the City for guidance on how it permitted use of public property for such community gardens. MMC fashioned an agreement with SVNA which mimicked the Agreement used by the City for use of its land by gardening neighbors. As of June 2016 SVNA was looking into procuring insurance of the same type required by the City.

NEIGHBORHOOD CLEAN UP DAYS

MMC has sponsored neighborhood clean-up days in the past in an effort to partner with its adjacent Neighborhood Associations to beautify the neighborhood. It has supplied lunch, trash bags, gloves and water for those participating.

SNOW BAN PARKING

MMC allows its neighbors the use of its parking garage at 887 Congress St on those days when the City calls a snow ban.

CITY-WIDE BENEFITS

MMC is actively involved in giving back to the City of Portland. The following initiatives provide some examples of the actions undertaken by MMC to give back to the community.

- MMC-Preble St Learning Collaborative: MMC nurse practitioners, primary care residents, medical students, and MMC Homeless Health Partners, have provided services to the most vulnerable underserved people in Portland, allowing them access to quality, barrier-free health care.
- Portland School Based Health Clinics were successful due to the partnership between MMC and Portland Public Health.
- Portland School Athletic Contributions: The Sports Medicine division at MMC's Family Medicine Center provides physical exams and training room support for area school teams, marathons and other sports events.
- MMC RN Health Fairs: MMC RN's routinely hold community health fairs on MMC's time to benefit vulnerable populations. Locations of health fairs include: the Preble St Teen Center, Boys and Girl's Club of Portland, and the Florence House, a permanent shelter for chronically homeless women. The events are frequently accompanied by a collection of supplies.

- Sagamore Village Health Center: MMC has provided staff and support at the Sagamore Health Resource Center, a community-based nurse managed clinic that provided public health, primary care and mental health services to residents. MMC collaboration with the USM School of Nursing and Portland Housing Authority in providing these services. In addition to staff and administrative support, MMC provided direct financial support to the Health Clinic.
- MMC Care Partners: A "safety net" program designed to provide care for those who cannot afford commercial insurance but are not eligible for government programs. CarePartners provides administrative support to help serve the target population, including comprehensive eligibility assessment, care management, and access to low cost or free pharmaceuticals.
- Virology Treatment Center: A resource to patients and physicians caring for patients with HIV / AIDS; it also provides education and conducts clinical trials, including many that otherwise would not be available in the community.
- International Clinic: Provides services and healthcare education to immigrants and refugees from around the world who have settled in Portland.
- Northern New England Poison Center: MMC is the home of the NNEPC. The NNEPC provides a 24x7 hotline and chat service to provide 24x7 consultation with healthcare professionals and the public regarding accidental pediatric or geriatric poisonings, therapeutic errors and adverse effects/ interactions, management of drug- or poison-related suicide attempts and substance abuse misadventures, environmental exposure, food poisoning and other toxic exposures. The Center also provides education for the public and healthcare professionals, including school nurses and law enforcement, assists with preparedness and toxic-surveillance for events including food or water contamination/ tampering, weapons of mass destruction, regional antidote management, and infectious disease.
- Sexual Assault Response Services of Maine (SARSSM): MMC, through its Emergency Department, teaches classes to support SARSSM. Emergency department members present at meetings and conferences in support of these services.
- The Maine Medical Center Research Institute (MMCRI) is the largest hospital-based biomedical research facility in northern New England. Many clinicians author scholarly work or participate in various studies and research activities, and the institute offers a summer

student program. Residents and community members participate in clinical trials to manage and treat diseases and medical conditions, which would otherwise not be available in the community.

- MMC Classroom Facilities at the MMC Dana Center are used by health care mission focused community groups for meetings and educational sessions. Local Chapters of Alcoholics Anonymous, Al-Anon, the National Alliance for the Mentally Ill and Take Off the Pounds Sensibly meet weekly at the Dana Center. HOPE Support Group, Making Strides against Breast Cancer, an Autism Parent Support Group, and Survivors of Suicide are some of the organizations that make use of MMC's facilities on a weekly basis throughout the year.
- MMC's Certified Nursing Assistant (CNA) Program: In affiliation with Portland Adult Education this program has graduated approximately 1,200 graduates to date. Offered 3 times a year at no charge to students, this state-approved 180-hour course incorporates experienced MMC nursing staff as faculty/mentors within classroom presentations, skills labs, and supervised clinical experiences. Clinical nurses and others throughout MMC instruct and mentor these student team members, highlighting MMC's belief in CNAs as integral to the comfort, care, and outcomes of our patients and services. An average of 75 participants attend per session. Near the end of this eleven-week program, students take the state certification examination during the course at no cost to the student.
- Medical Explorers: Provides opportunity for High School students to experience a combination of lecture, experiential learning, and hand-on skills practice. MMC also offers summer internships and opportunities through the school year for High School students to meet, observe and interact with many disciplines in the medical profession.
- Doc for a Day: MMC provides students, chosen from underrepresented minority groups or educationally or economically disadvantaged backgrounds, an overview of what is involved in becoming a physician, and participate in hands on clinical activities in the simulation lab.
- Disaster Preparedness and Emergency Services: MMC is deeply involved in disaster planning at the local and State levels. It is one of three state Regional Resource Centers for Emergency Preparedness, and the hospital has a full-time Director of Emergency preparedness. Additionally, MMC is a member Southern Maine Regional Resource Center for Health Emergency Preparedness, which coordinates all Emergency Preparedness Activities of the Southern 4 Counties of Maine including: York, Cumberland, Sagadahoc and Lincoln. These Public Healthcare Emergency services include

Fig.6.2 Photographs from Community Benefit Events Supported by MMC



The Annual Maine Children's Cancer Program (MCCP) Walk



Tobacco Cessation Program



Park Clean-Up

services and support to other local Hospitals and Medical Centers, Laboratories, Clinics and Ambulatory Centers, Assisted Living and Long Term Care Facilities and Home Health Agencies in the greater Portland Community.

- Financial Support to Community Agencies:
MMC supports financially and provides in kind services to various community agencies and

sponsors events throughout the City, including the Heart Walk; American Cancer Society walk, Hospice of Southern Maine, Let's Go Program, Ronald McDonald House, March of Dimes and National Multiple Sclerosis Society. MMC and its employees participate in the United Way, which donations benefit numerous local agencies.

APPENDICES

Appendix A / Construction Management Plan Template

Appendix A: Construction Management Plan Template

*DRAFT 7-31-2017 General Construction
Management Plan Template*

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, accessibility (including preserving accessible pedestrian, bicycle, and vehicular modes of transport throughout the city), and welfare during construction. In addition, the construction management plan shall minimize construction impacts in their duration and magnitude to the surrounding area and develop an effective communication process for resolving concerns and conflicts.

The Construction Management Plan will be submitted as part of the Site Plan Review and it shall address the construction logistics for a project. The Construction Management Plan shall include the following submissions: 1) a construction management site plan, 2) a construction schedule (time frame); and 3) a written narrative addressing the categories below.

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 building/construction site 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.
3. **Building Code:** Employ the best practices, as applicable, of Chapter 33 Safeguards During Construction, from the 2009 International Building Code.

D. Construction Administration and Communication

[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, particularly work anticipated to cause significant noise, vibrations, or dust. The final construction management plan shall provide for the following:

1. Contact Person and contact information for the [applicant and contractor] and who is available 24 hours
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](#)).
3. Extended Hours or Night Work: Pursuant to Section 17-18, this section not apply to emergency utility work or "Situations where the public works authority or the office of building inspections determines that the construction activity is of a unique character which cannot reasonably be completed or performed during the permitted hours and which is not of a recurring nature, provided that prior to engaging in such activity the contractor or his representatives gives notice of the time and scope of such proposed activity, the notice to be given in a manner approved by the public works authority."
4. Material Deliveries: Schedule and designated location for delivery of materials and boxed goods.

F. Security & Public Safety

1. The Construction Management Plan will depict all proposed fencing or other barriers and access gates (with knox locking devices) with the intent of separating pedestrian and vehicle circulation from the construction site.
2. Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 1 Chapter 16. *Safeguarding Construction, Alteration, and Demolition Operations*.
3. Fire Safety Program. An overall construction of demolition fire safety program shall be developed. Essential items to be emphasized include the following:
 - o Good Housekeeping
 - o On-site security

- Installation of new fire protection systems as construction progresses
 - Preservation of existing systems during demolition
 - Organization and training of an on-site fire brigade
 - Development of a pre-fire plan with the local fire department
 - Rapid communication
 - Consideration of special hazards resulting from previous occupancies
 - Protection of existing structures and equipment from exposure fires resulting from construction, alteration, and demolition operations
4. 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.
 5. Any proposed temporary security lighting shall be shown on CMP and all fixtures shall be full cutoffs.

G. Construction Permitting and Traffic Control Plans

1. Construction Activity in Public Streets: 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 Works. At no time can construction activity including delivery vehicles close or block streets or affect public safety access without prior notice and approval of the Department of Public Works.
2. Sewer and Stormwater: 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 Works. 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.
3. 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. MOT plans may be required for projects that have impacts on local streets.

Maintenance of Traffic (MOT) plans shall provide for the safe passage of the public through or along the construction work zone. On a case-by-case basis, applicants may be allowed to close a street and/or detour a mode of traffic when absolutely necessary for safety. MOT plans shall employ the appropriate techniques and devices as called for in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). In addition:

- Construction speed signing may be used as needed to slow traffic
- Traffic Control signs shall not be placed where they are an obstruction to bicycles or pedestrians.
- In extreme situations, flaggers may be required.

- Police detail is required at lighted intersections and may be requested by the City's transportation engineer or his designee.

All existing modes of travel in 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. The MOT should also address on-street parking impacts, including deliveries and parking for adjoining businesses and property owners, analysis of roadway capacity or diversion capacity if street closure or change to roadway capacity is required, and coordination with other on-going or future construction or utility projects in the vicinity.

- Traffic control bicycle and pedestrian facilities or routes through work zones shall be maintained until the bicycle and pedestrian facilities or routes are ready for safe operation. Traffic control will not be removed to allow auto travel at the expense of bicycle and pedestrians.
- Barrier systems utilized to separate the construction activity from the public street and /or sidewalk shall not inhibit sight distances, particularly for visibility of pedestrians and bicyclists.
- ADA compliance shall be maintained.

Use of public parking spaces or the blockage of any portion of sidewalk for the purpose of construction activity shall require an occupancy permit and appropriate fee as assessed by the Department of Public Works.

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 and consistent with Chapter 22 of the City Code.
6. Snow Removal: Pursuant to Section 25-173 Contractors to ensure a safe means of travel within the work zone.
 - 1) Snow/ice removal or commence automatically from (1" of snow and up) or Ice
 - 2) Remove snow as needed within the work zone, including parking spaces & not to block any driveways or site lines with the piles of snow.
 - 3) Clear all walks & ramps with the work zone
 - 4) Sand or Salt as needed
 - 5) Clear all basin or drainage to help snow melt
 - 6) This would include Monday-Friday Sat/Sunday/Holidays

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, no less than weekly and after significant storm events, and maintain any installed temporary or permanent stormwater management systems in working order. The contractor shall document all inspection activities and corrective actions and be prepared to provide these documents for inspection by the City, Maine Department of Environmental Protection or the U.S. Environmental Protection Agency upon request.
2. The [contractor] shall maintain all tree and landscaping preservation measures as depicted on the landscaping plan (Exhibit) within the area of construction.
3. The storage of materials shall be identified and avoid being located under/near trees.

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 will 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.

L. Special Measures as Necessary

For construction work that will take place over a long period (e.g. 12 months or more), involve major demolition/ deep excavation/ piling and/or special construction techniques, or are located near sensitive uses (e.g. medical care facilities, schools), the Construction Management Plan should provide details and demonstrate that all appropriate special measures have been taken to avoid, minimize, or possibly compensate for potential impacts. This may include taking baseline measurements before construction, such as arranging to

photograph the foundations of nearby properties upon consent of the owners, in order to assess any future impacts of vibration, noise, etc.

DRAFT





Institutional Overlay Zone (IOZ) Regulatory Framework

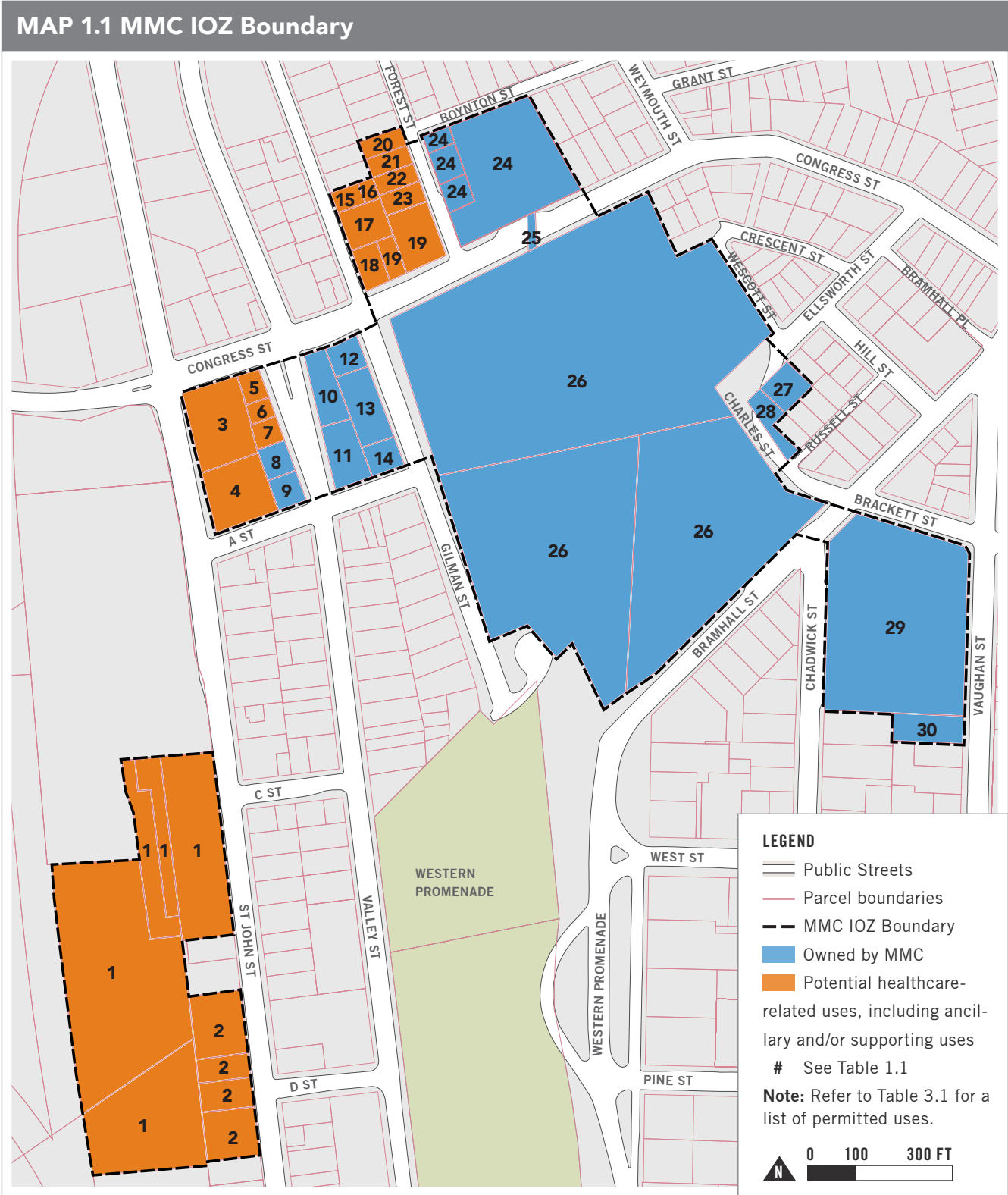
FINAL / September 22, 2017

Submitted to the City of Portland for Planning Board Review

APPLICABILITY

All development proposed by Maine Medical Center (MMC) within the boundary of the Institutional Overlay Zone (IOZ) shall be consistent with the approved Institutional Development Plan (IDP), consistent with the Comprehensive Plan, and meet applicable standards of the land use code, unless such standards are superseded by the following Regulatory Framework. This Regulatory Framework shall govern future development by MMC within the IOZ unless amended by the Portland City Council upon formal application of MMC.

1. BOUNDARY



1. BOUNDARY

TABLE 1.1 List of Properties Included in the MMC IOZ

Map#	Legal Description	Address	Acreage	Ownership
1	64-A-2-8-9-11 74-A-7 / 75-A-6	222 St John St	4.6516	Owned by others
2	68-D-1-3-13-14-16	180 St John St	0.9494	Owned by others
3	65-G-1	950 Congress St	0.4628	Owned by others
4	64-B-1	275 St John St	0.4163	Owned by others
5	65-G-2	942 Congress St	0.0659	Owned by others
6	65-G-3	940 Congress St	0.0482	Owned by others
7	65-G-4	274 Valley St	0.0667	Owned by others
8	65-G-5	268-270 Valley St	0.0978	MMC
9	64-B-2	262-266 Valley St	0.0895	MMC
10	65-H-1	932 Congress St	0.1864	MMC
11	65-H-9	261 Valley St	0.2185	MMC
12	65-H-2	930 Congress St	0.1040	MMC
13	65-H-5	52 Gilman St	0.2384	MMC
14	65-H-8	44 Gilman St	0.1128	MMC
15	65-E-22	85 Gilman St	0.0565	Owned by others
16	65-E-32	85 Gilman St	0.0282	Owned by others
17	65-E-24	81 Gilman St	0.1653	Owned by others
18	65-E-28	919 Congress St	0.1059	Owned by others
19	65-E-29-30	909 Congress St	0.3233	Owned by others
20	65-E-19	22 Forest St	0.0826	Owned by others
21	65-E-21	18 Forest St	0.0831	Owned by others
22	65-E-23	14 Forest St	0.0826	Owned by others
23	65-E-25	12 Forest St	0.0883	Owned by others
24	53-I-1-2-3-12	887 Congress St	1.3400	MMC
25	53-X-1	Congress St Air Rights and Pedestrian Walkway	---	MMC
26	53-D-7 54-H-1 64-C-1	22 Bramhall St	12.563	MMC
27	54-C-6	34 Ellsworth St	0.1341	MMC
28	54-C-10	40 Ellsworth St	0.1155	MMC
29	54-I-1	308 Brackett St	2.5200	MMC
30	63-B-8	214 Vaughan St	0.1983	MMC

Notes:

1. Properties owned by MMC are listed under MMC or MMC Realty Corp.
2. MMC will not extend its functionally-related Bramhall campus hospital operations beyond the boundary of the IOZ within the City of Portland without further amendment to the IDP. This includes any expansion of functionally-related operations that displace residential uses outside of the IOZ boundary. A functional relationship is defined as uses or activities that are traditionally or customarily linked to the day-to-day operations of the MMC Bramhall Campus that would relocate a significant proportion of the total employee population or activities.

2. UPDATES AND AMENDMENTS

A. It is intended that the IDP will be updated on a regular basis to ensure that the data is current and that the document remains accurate. Accordingly, monitoring reports will be filed every three years and shall include a summary of progress on IDP implementation and of acquisitions and divestment since the date of IDP approval. At the time of the submission of the monitoring report, MMC shall identify any updates to the IDP which may result from updated master planning, changes in baseline information, or changes in the adjacent neighborhoods which affect MMC, to allow the IDP to remain current. Updates and minor amendments not described below shall be reviewed administratively by the Planning Authority.

B. Minor amendments that impact phasing of the long-term development blocks or change the approach to parking, transportation, neighborhood engagement or design shall be reviewed by the Planning Board for consistency with the objectives of the IDP. In addition to consistency with the objectives of the IDP, review of phasing and development program amendments shall focus on integration with the campus and impacts on transportation or infrastructure. This review may occur simultaneously with the site plan review of an anticipated project.

C. Major amendments shall be reviewed by the Planning Board and are required under the following circumstances:

- i. a change to the Regulatory Framework is required;
- ii. the IDP is no longer representative of the institutional mission or approach to community as a result of redevelopment in the area or City upgrades to neighborhood planning (such as roadway changes, infrastructure upgrades, community design, lighting, etc.); or,
- iii. development proposed by MMC is inconsistent with the master facility plan, transportation plan intent, design plan intent, or environment and infrastructure plan intent identified in the IDP.

D. Annual monitoring reports will be submitted for MMC's Transportation Demand Management (TDM) Plan. TDM monitoring reports shall include a summary of progress toward targets established in the TDM Plan.

3. USES

TABLE 3.1 List of Uses Permitted by Right within the IOZ

In addition to the uses permitted in the underlying zone, the following uses are permitted as a matter of right.

Healthcare facilities including but not limited to the following ancillary and/or supporting uses:

- Hospital
- Medical Office / Clinic
- Laboratory Center / Services
- Research and Development (R&D) Laboratory or Facility
- Educational Facility / Conference Center
- Administrative / Business Office
- Accessory Service or Trade Uses
- Guest House
- Multi-family Housing for Healthcare Staff and Students
- Rehab / Skilled Nursing Facility

- Retail Facility
- Restaurant / Cafe
- Employee Service Amenities
- Day Care Center
- Fitness Center or Gymnasium
- Parking Lot
- Parking Garage
- Bicycle Storage
- Heliport
- Antenna Station
- Outdoor use areas, such as green areas, parks, gardens, art installations, and other active and passive non-commercial recreation spaces

A. Mixed Uses: In recognition that Maine Medical Center is part of a mixed-use area of the City, with important existing services and businesses that serve the local and wider community, healthcare facility development fronting onto Congress Street and St. John Street shall activate the public realm, to the extent able, with uses such as service and retail/restaurant, landscaping, active building entrances, pocket parks, etc, on the ground or other publicly accessible level, consistent with the design intent contained in the approved Institutional Development Plan. Such uses, where constructed or facilitated as part of a healthcare related development, are expressly permitted whether ancillary or supporting the healthcare facility or not, and shall be open and welcoming to the general public in addition to employees or visitors of Maine Medical Center.

4. DIMENSIONAL REQUIREMENTS

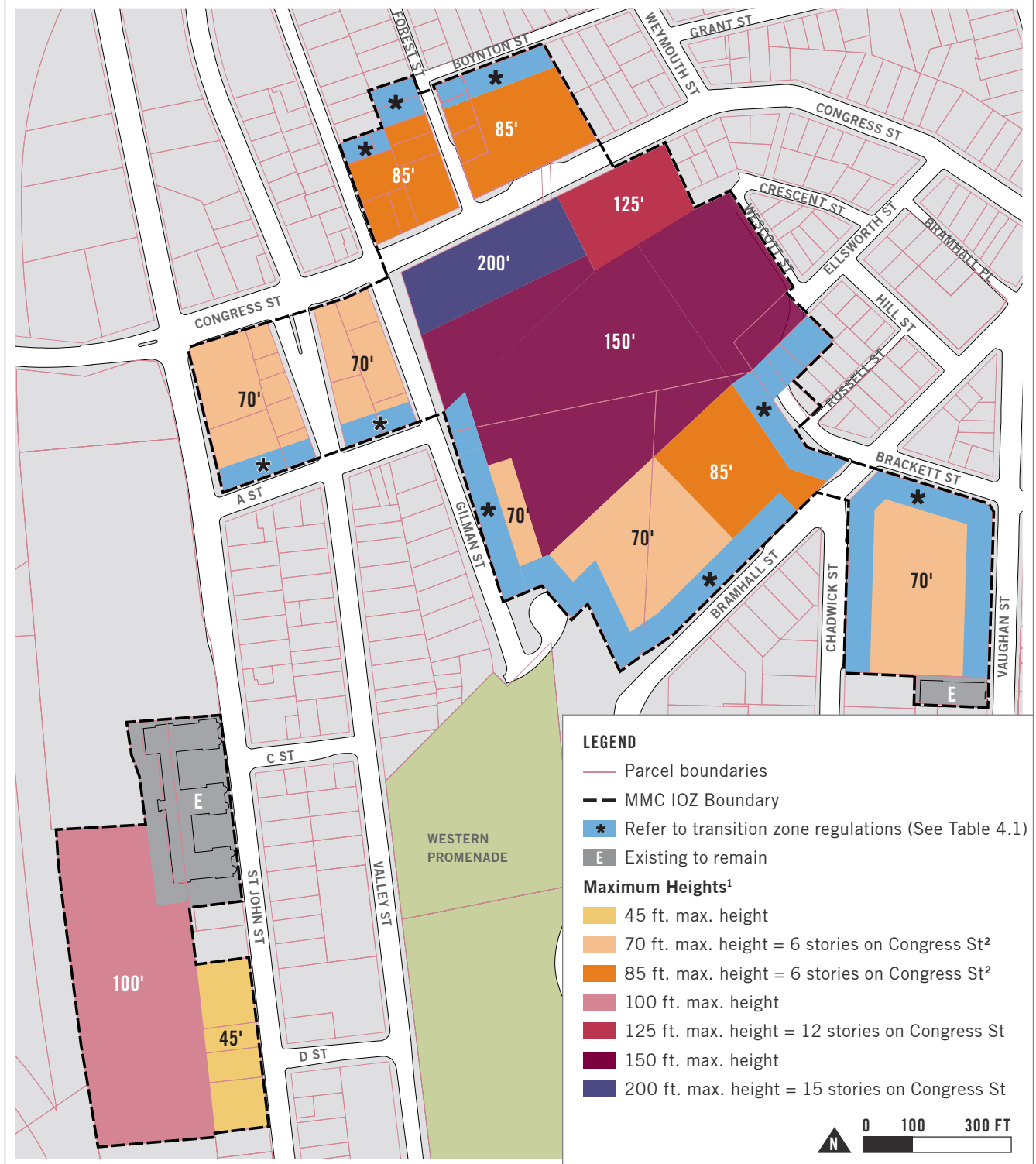
TABLE 4.1 Dimensional Requirements

Max. Building Heights	Max. building heights for new buildings within the IOZ shall be governed by Map 4.1, or by the Transition Zones clause of this table (see below) for those buildings located in Transition Zones. Refer to IDP “Chapter 5. Design” for methodology on determining heights.
Minimum Building Heights	Three stories, except in transition zones, where the minimum building height shall be two stories. Minimum building heights shall not apply to building awnings, associated kiosks, pavilions or similar building components.
Maximum Building Length	Length of proposed parking garage at 222 St John St shall not exceed 500 feet as measured roughly parallel to St John St.
Minimum Building Setbacks	Minimum building setbacks shall be governed by Map 4.2. Additional requirements are listed in the Transition Zones and Congress Street Build-to-Zone sections of this table.
Congress Street Build-to-Zone*	A Build-to-Zone is identified for some properties that abut Congress Street. See Map 4.2 for the location of Build-to-Zone. i. The Congress Street Build-to-Zone extends between 0 to 40 feet from the right-of-way boundary. ii. Buildings located in these parcels must have a minimum of 70% of the façade facing Congress Street located within the Build-to-Zone.
Transition Zones	Transition zones are identified inside the IOZ boundary in areas where the IOZ abuts or is located across a public right-of-way from a residential zone or a historic-designated district. See Map 4.1. for location of transition zones. i. Transition zones shall extend 50 feet into the parcel from the parcel boundary. ii. Transition zones that abut a Residential zone with or without an intervening public right-of-way shall have a maximum height limit that matches the maximum height permitted within that Residential zone. iii. In areas where the IOZ abuts a Residential zone without an intervening public right of way, minimum side and rear yard requirements of the abutting Residential zone apply within the IOZ boundary, unless noted otherwise in Map 4.2.

***A "build-to zone" is the area on the lot where all or a portion of the street-facing building facade must be located, measured as a minimum and max. yard (setback) range from the public right-of-way boundary.**

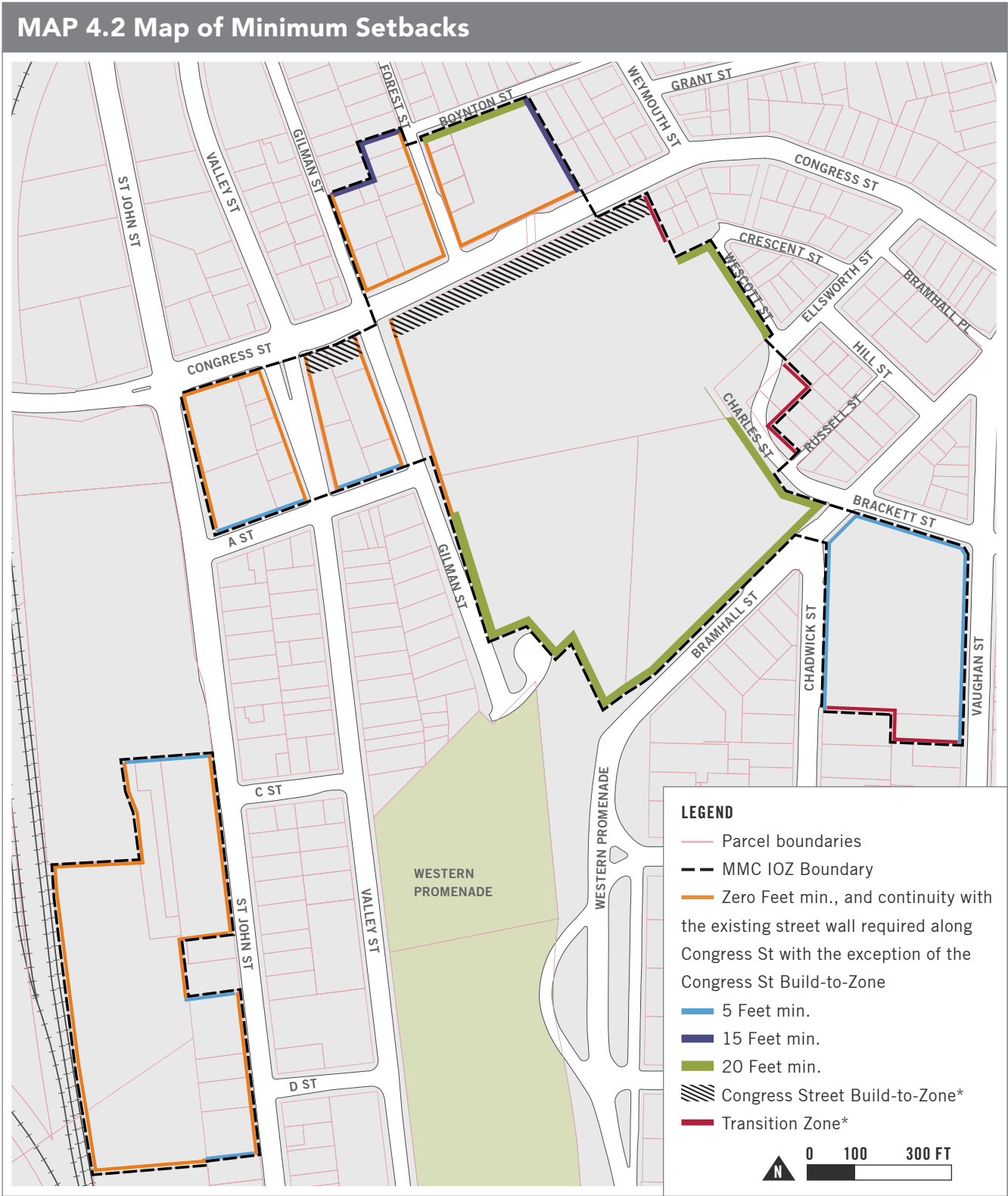
4. DIMENSIONAL REQUIREMENTS

MAP 4.1 Max. Building Heights



Notes: 1. Minimum building heights also apply. Refer to Table 4.1.
2. For buildings with residential use above the ground floor, the following height maximums apply:
70 ft. maximum height = 7 stories, and 85 ft. maximum height = 8 stories.

4. DIMENSIONAL REQUIREMENTS



* **Note:** See Table 4.1 Dimensional Requirements.

5. DESIGN

A. New buildings within the IOZ shall adhere to the Design Guidelines set forth in Chapter 5: Design of the IDP and the site plans standards of the City of Portland.

6. SIGNS

A. At the time of first site plan review following IDP approval, a unified campus-wide Signage Plan shall be submitted for review and approval by the Planning Authority. Any update to such plan due to a change in name or logo shall not require amendment to the IDP.

B. Signs shall be designed in accordance with the campus-wide Signage Plan. All signs shall be designed in proportion and character with building facades and adjacent street typology. All signs shall be coordinated with the building and landscaping design and be constructed of appropriate permanent, high quality materials and finishes.

7. TRANSPORTATION

A. Transportation Demand Management (TDM):

- i. At the time of the first site plan review following IDP approval, MMC shall submit a campus-wide TDM Plan substantially in accordance with those TDM objectives and strategies identified in the approved Institutional Development Plan. The TDM Plan may be phased into short-, mid-, and long-term actions to allow for progressive implementation over time.
- ii. The TDM Plan shall be designed to provide transportation choice with the goal of reducing parking demand and single-occupancy vehicle trips to and from MMC by employees and visitors.
- iii. The TDM Plan shall establish parking and trip reduction targets associated with the short-term (0-2 years), mid-term (2-5 years), and the long-term (5+ years), as well as a data collection plan.

B. Parking:

- i. Parking requirements in the IOZ shall be established at the time of site plan review based on a parking study that includes a campus-wide analysis of demand and supply. The parking demand study shall determine parking requirements and shall be sufficient to alleviate parking pressure on surrounding neighborhoods.
- ii. Parking studies developed by MMC shall integrate parking and trip reduction achievements and data contained in the TDM Plan.

8. ENVIRONMENT

A. Development proposed by MMC shall be designed to integrate with the surrounding context, including open space and pedestrian networks and infrastructure.

9. MITIGATION MEASURES

A. MMC shall mitigate site plan impacts to off-premise infrastructure in a manner proportionate to those impacts. Mitigation may include financial or in-kind contributions to existing or planned City projects focused on mitigating the impacts of MMC development. Mitigation contribution shall be determined based on the City's standard procedure in effect at the time of site plan review.

10. NEIGHBORHOOD INTEGRATION

A. Neighborhood Engagement:

- i. For the purpose of keeping surrounding residential areas apprised of its future development plans, and to address any neighborhood issues related to the operations of the MMC Bramhall campus, MMC shall adhere to the ongoing community engagement principles identified in the approved Institutional Development Plan.
- ii. MMC shall conduct ongoing community engagement, including the formation of a Neighborhood Advisory Committee comprised of representatives of MMC, the Parkside neighborhood, the West End neighborhood, the Western Promenade Neighborhood Association, the St. John Valley neighborhood, the Libbytown neighborhood, and the City.

11. CONSTRUCTION MANAGEMENT

A. Construction Management:

- i. At the time of site plan review, MMC shall submit a Construction Management Plan substantially in accordance with those construction management principles identified in the approved Institutional Development Plan for review and approval by the Planning Authority.
- ii. The Construction Management Plan shall include a construction schedule, as well as strategies for managing neighborhood communication and noise, air quality, traffic, and parking impacts associated with the construction as set forth on the Construction Management Template developed by the City and attached and incorporated to the IDP as Appendix A.

12. OTHER REQUIREMENTS

A. Helipad:

- i. MMC shall be governed by the provisions of the Helistop Overlay Zone with with the following exceptions:
 - 1. Setback requirements of Section 14-327(3); and,
 - 2. Fencing requirements of Section 14-327(4).

B. Snow Ban Parking: When the City of Portland declares a Snow Parking Ban, MMC shall make parking available to neighbors in a designated parking area on or near its campus upon the following condition:

- i. Hours: Due to the patterns of patient flow in the hospital, the hours of snow ban parking for registered vehicles during an announced City of Portland Snow Parking Bans are 6:00pm until 6:00am. Vehicles that are not moved out of these parking areas by the applicable time each morning are subject to towing at the owner's expense.

C. Housing Replacement: MMC shall be governed by the City of Portland Housing Replacement Ordinance.

End of section.



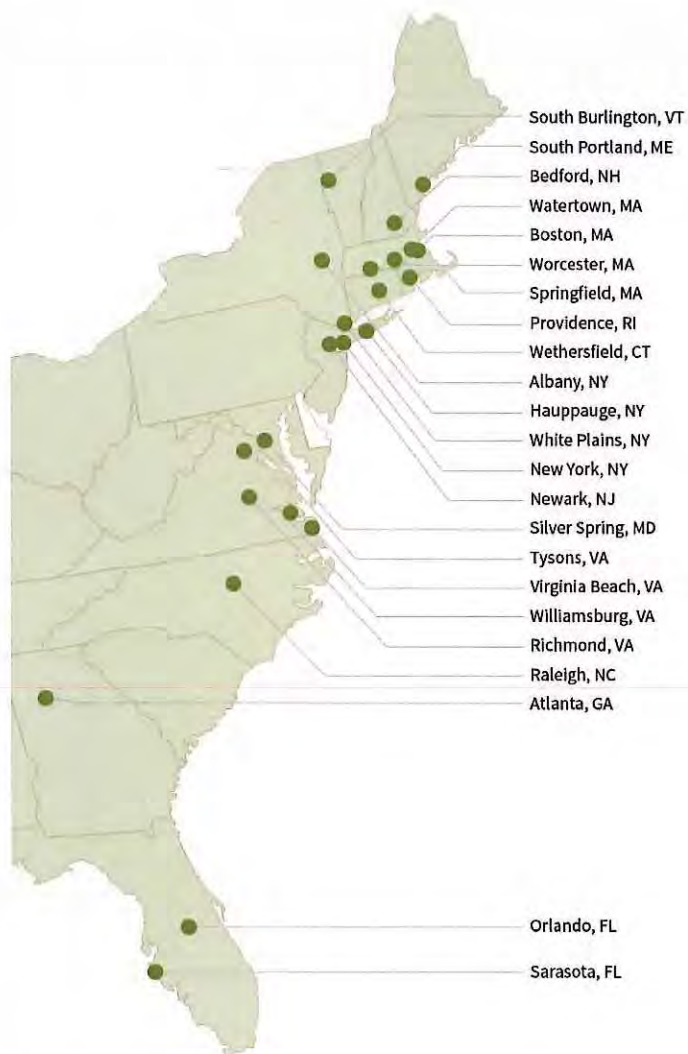
Maine Medical Center City of Portland Coordination Meeting

April 5, 2017



Maine Medical Center
MaineHealth

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1,300 professionals in 23 offices including engineers, scientists, planners, and designers with a core team of higher education-focused practitioners

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 Land development
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VHB Support to Maine Medical Center

- Focused institutional practice – academic medical centers and higher education
- Local knowledge/National expertise
- Deep understanding of parking and transportation
 - Studies
 - Design
 - Construction
 - Operations and Management



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MMC Parking Plan and TDM Initiatives

IDP Goals and Objectives

- Understand Existing On-campus Parking Demand and Supply Conditions.
- Evaluate Maine Medical Center future parking needs in connection with their proposed Master Plan Projects.
- Identify issues, challenges and opportunities to improve overall parking operations and support a premiere patient arrival experience.
- Demonstrate that the intended parking supply, in connection with the administration of a robust TDM Plan, will accommodate expected future demands.



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MMC Patient/Visitor Parking Summary

- Existing Peak Parking Demand = 875 parkers
- Existing MMC Parking Supply = 850 spaces
- Current Patient/Visitor Shortfall = (-25) spaces
- Future Patient/Visitor Parking Demand = 175 spaces
- Total New Patient/Visitor Parking Spaces Needed to alleviate existing shortfall and to accommodate anticipated growth = 200-250 spaces



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MMC Comparable Inpatient Parking Demand Ratios

	Facility Name	Location	Total Beds	Total Patient Parking Spaces	Parking Ratio (space/bed)
Adult	Maine Medical Center	Portland, ME	637	850	1.33
	Beth Israel Deaconess Medical Center	Boston, MA	632	1,302	2.06
	Brigham and Women' Hospital	Boston, MA	793	1,564	1.97
	New Spaulding Rehabilitation Hospital	Boston, MA	132	230	1.74
	Washington University Medical Center/BJHN	St. Louis, MO	220	402	1.83
	University of Pennsylvania Health System	Philadelphia, PA	695	1,155	1.66
	Florida Hospital Orlando – Ginsburg Tower	Orlando, FL	440	1,726	3.92
	Advocate Illinois Masonic Medical Center	Chicago, IL	211	292	1.38
	Rush University Medical Center	Chicago, IL	674	1,249	1.85
	Loyola University Medical Center	Maywood, IL	536	1,018	1.89
	Central DuPage Hospital	Winfield, IL	361	965	2.67
	Edward Hospital	Naperville, IL	357	1,425	3.99
	VCU Health	Richmond, VA	1,125	1,830	1.63
	Massachusetts General Hospital	Boston, MA	902	2,057	2.28

- Gross on-campus patient parking spaces to total inpatient beds.
- Includes any related outpatient demand at each respective facility.
- Ginsburg Tower (Orlando) includes some staff parking on-campus. Unable to separate out.



MMC Patient/Visitor Peer Comparison

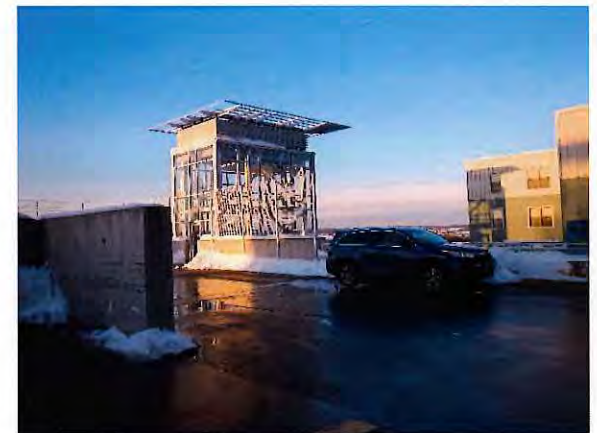
- MMC Space/Bed Ratio = 1.33
- Peer Space/Bed Ratio Median = 1.87
- Additional Patient/Visitor Spaces Needed to achieve peer median = 344 spaces
- Total New Patient/Visitor Parking Spaces Needed to alleviate existing shortfall and to accommodate anticipated growth = 200-250 spaces



Key Parking Management Actions

Patient/Visitor Parking

- Prohibit Staff Parking in Patient/Visitor Parking facilities
- Install security gates and ticket dispensers.
 - Implement a campus-wide patient parking validation program
 - Patients pull ticket for validation
- Improved staff parking policy procedures



MMC Physician/Staff Parking Summary

- Existing Peak Parking Demand = 2,247 parkers
- Existing MMC Parking Supply = 2,027 spaces
- Current Physician/Staff Shortfall = (-220) spaces

- Future Physician/Staff Parking Demand = 270 spaces

- Total New Physician/Staff Parking Spaces Needed to alleviate existing shortfall and to accommodate anticipated growth = 500-600 spaces

MMC Comparable Employee Parking Demand Ratios

	Facility Name	Location	Total Beds	Total Employee Parking Spaces	Parking Ratio (space/bed)
Adult	Maine Medical Center	Portland, ME	637	2,027	3.18
	Washington University Medical Center	St. Louis, MO	986	3,569	3.61
	University of Virginia Health System	Charlottesville, VA	600	2,895	4.83
	Elliot Hospital	Manchester, NH	296	1,852	6.26
	Florida Hospital Orlando – Ginsburg Tower	Orlando, FL	440	1,726	3.92
	VCU Health	Richmond, VA	1,125	7,063	6.28

- Gross employee parking spaces to total inpatient beds.
- Includes any related outpatient demand at each respective facility.
- Elliot Hospital includes patient and visitor parking. Unable to separate out.
- Ginsburg Tower (Orlando) includes some staff parking on-campus. Unable to separate out.



MMC Physician/Staff Peer Comparison

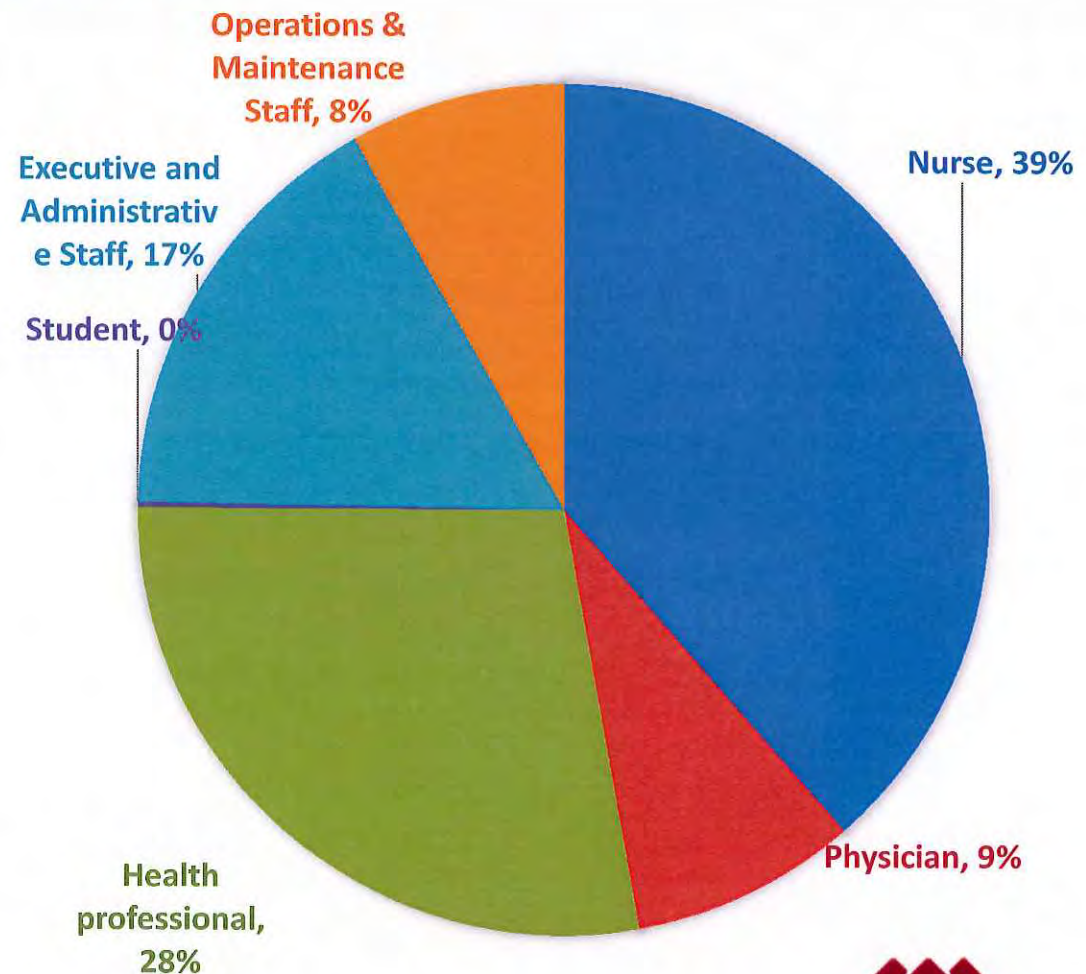
- MMC Space/Bed Ratio = 3.18
- Peer Space/Bed Ratio Median = 4.38
- Additional Physician/Staff Spaces Needed to achieve peer median = 764 spaces
- Total New Physician/Staff Parking Spaces Needed to alleviate existing shortfall and to accommodate anticipated growth = 500-600 spaces



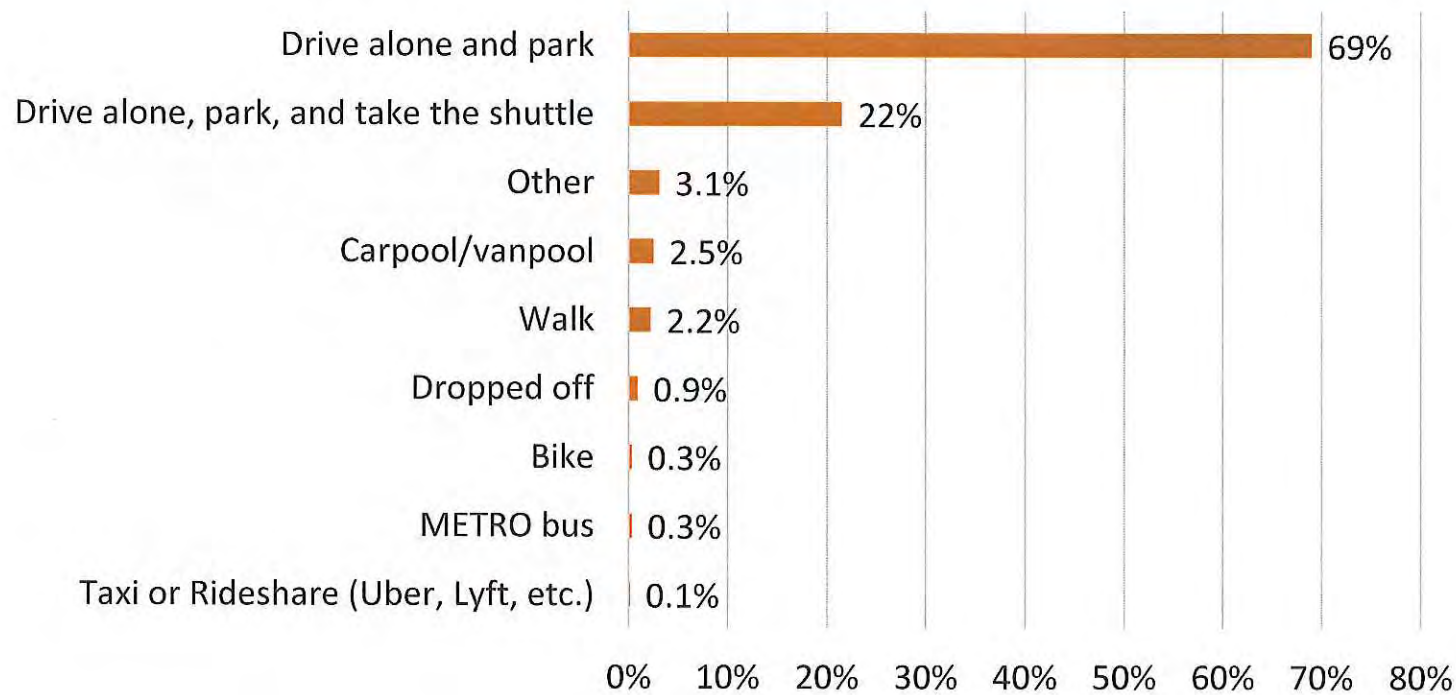
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Survey Respondents

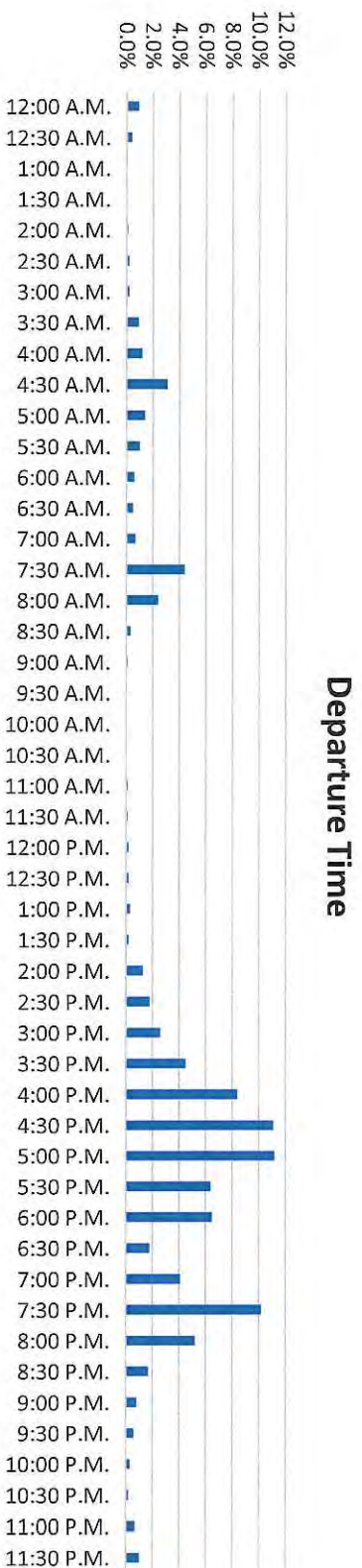
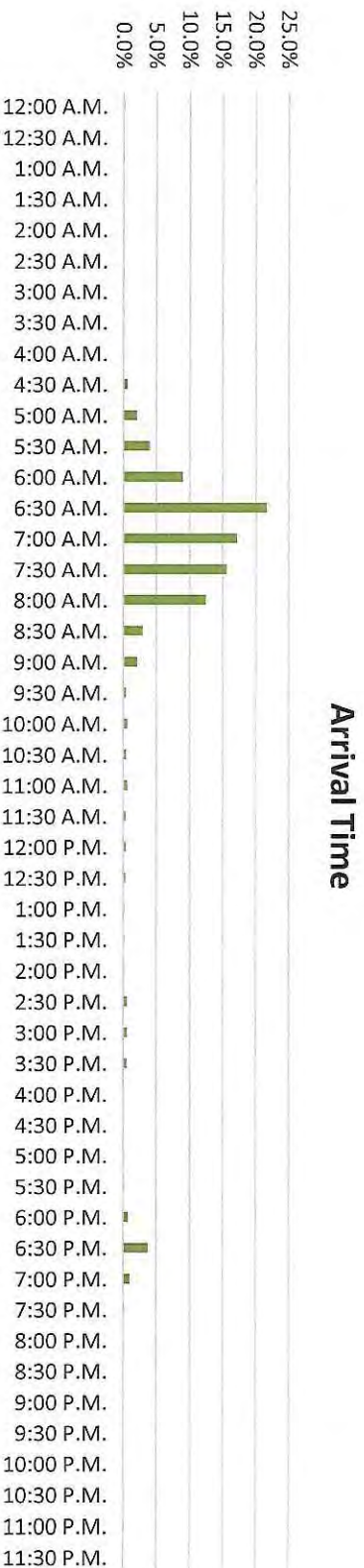
- 1,583 total respondents
- 81% (1,283 respondents) work at Bramhall Campus
- Diverse spectrum of participants



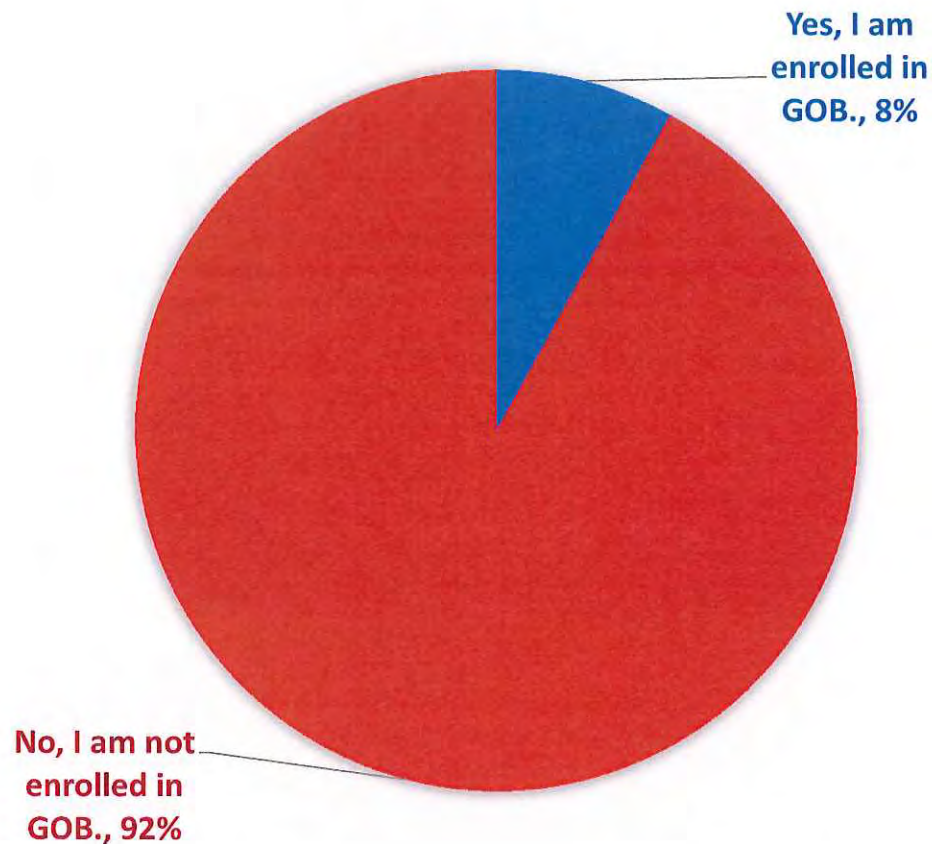
How do you get to work?



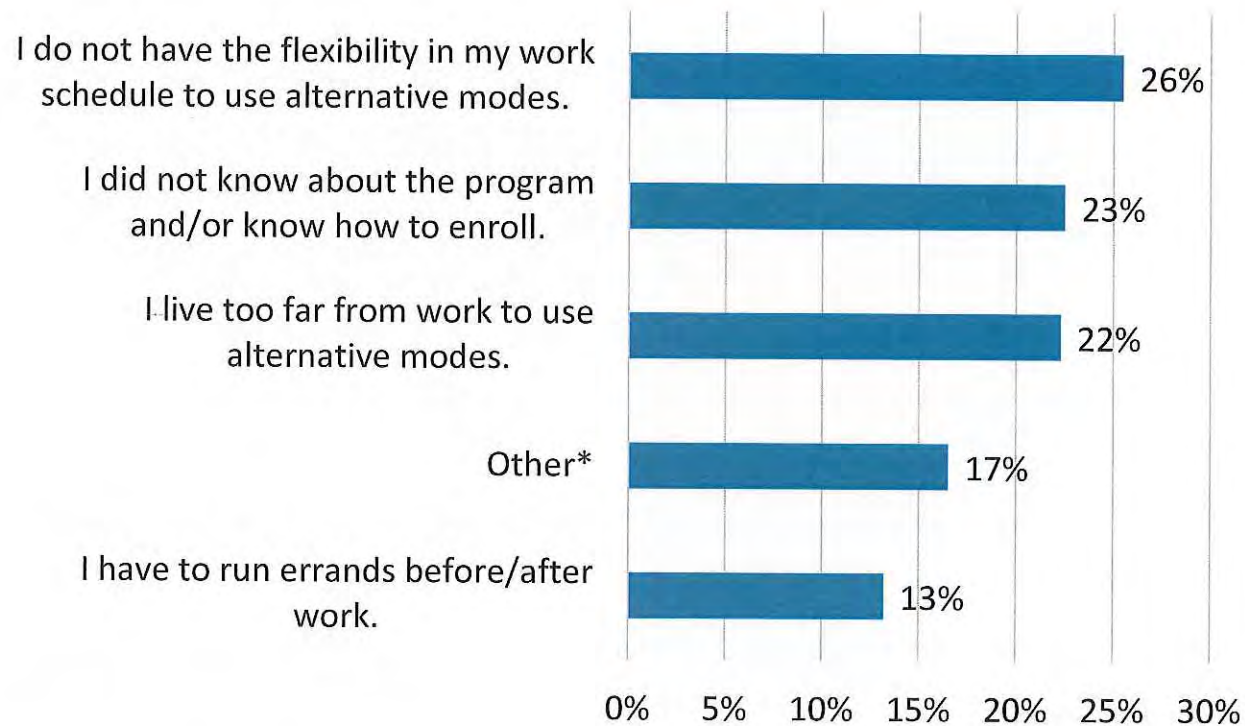
What time do you arrive at/depart from work?



Do you participate in Get on Board (GOB)?



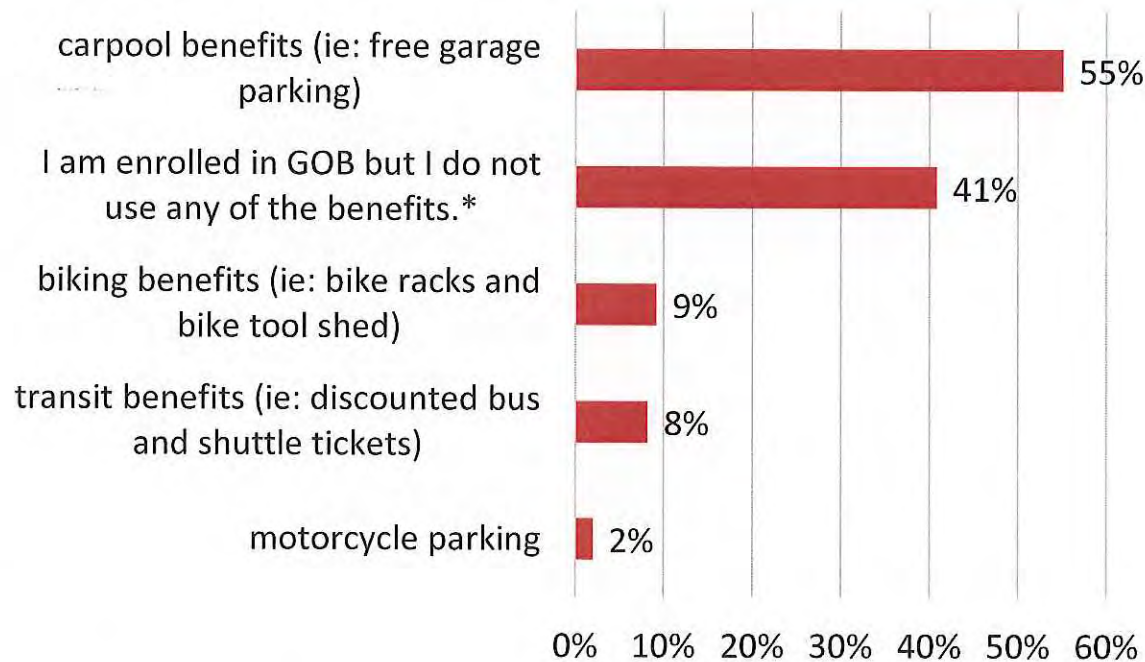
What has discouraged you from participating in GOB?



* Other Reasons

- fluctuating schedule
- off-site meetings and/or appointments
- no carpool partner
- have to rotate between campuses or sites
- enrollment was confusing/ cumbersome

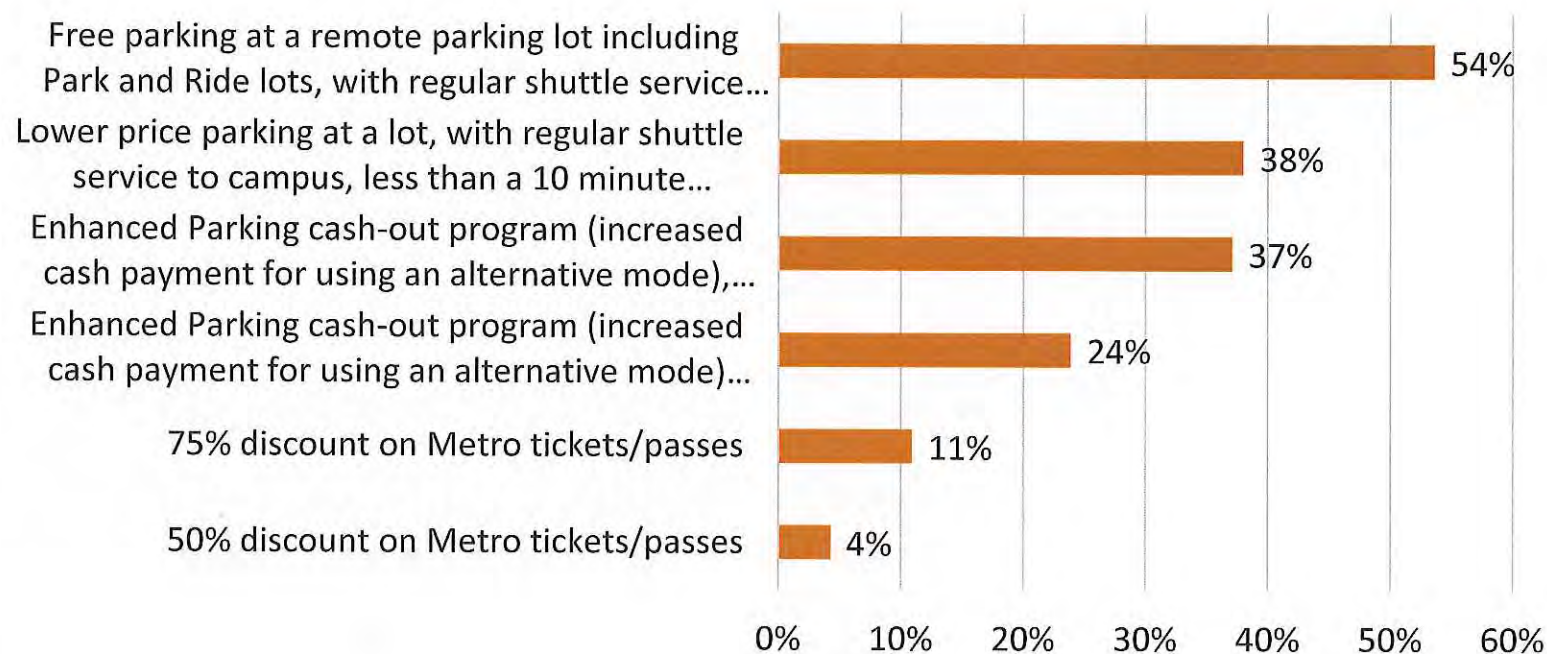
Which GOB benefits do you use?



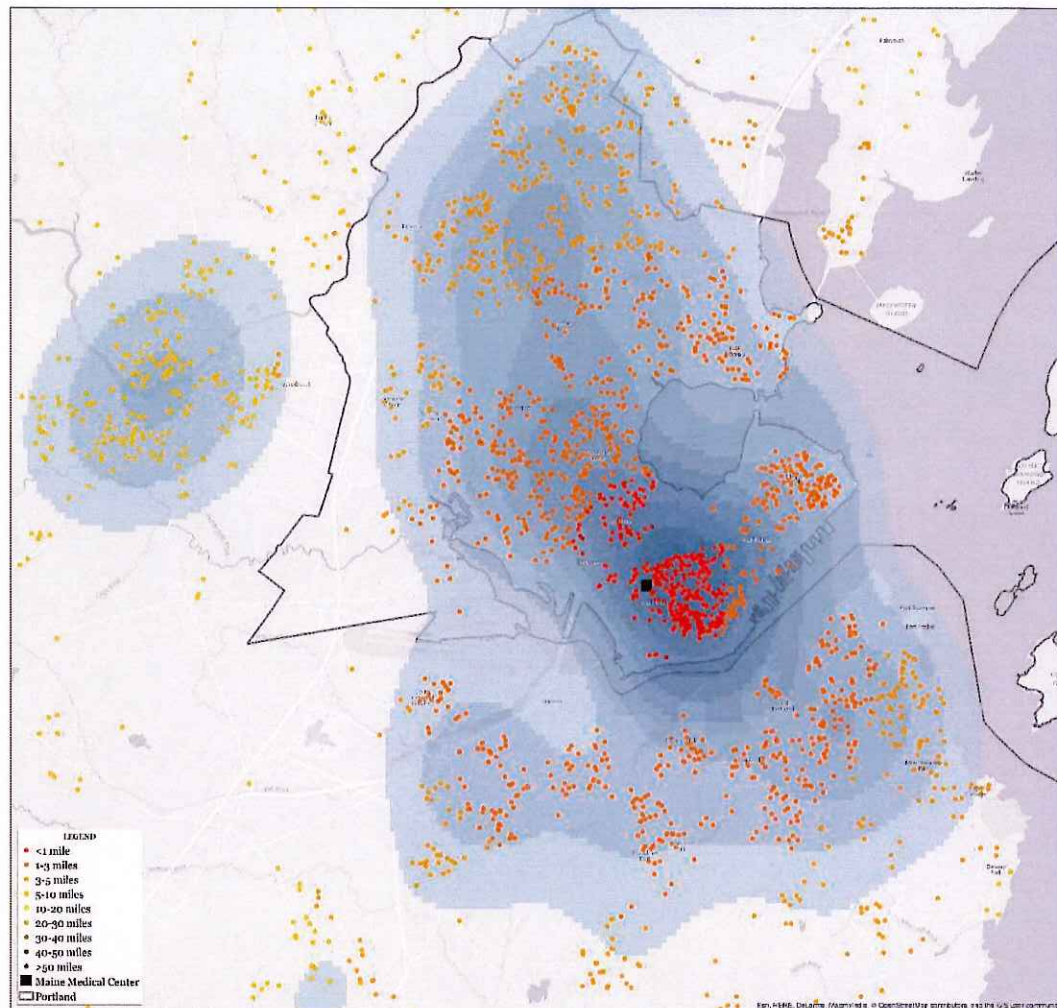
* Explanations

- no carpool partner
- fluctuating schedule
- parking reimbursement process is cumbersome

Potential TDM Strategies



Bramhall Employee Residence



Bramhall Employee Address Locations
Maine Medical Center

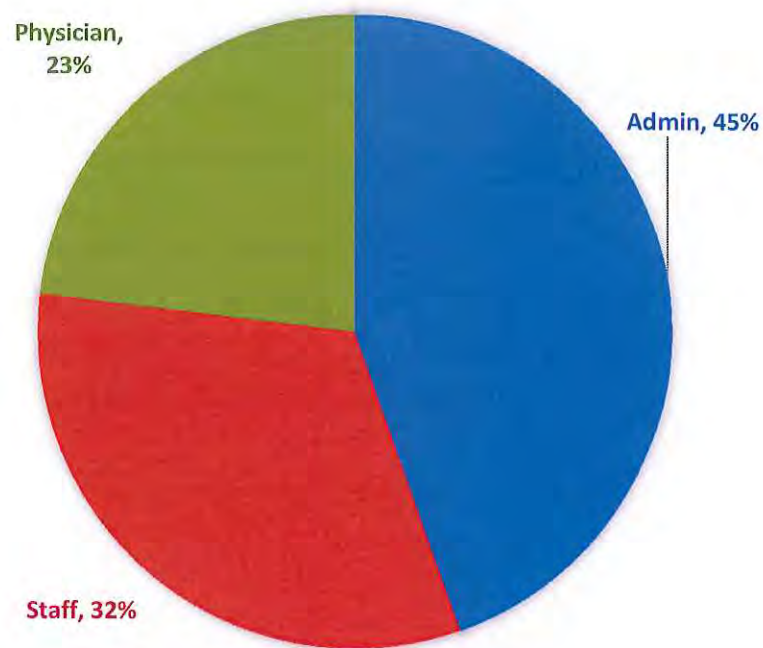


Walking

Mode	Total Universe (<1 mi)	Already Walk	New Possible Walkers
Walking	424	173	251

- Over 400 employees live within 1 mile of MMC
- Number of current walkers based on permit ownership

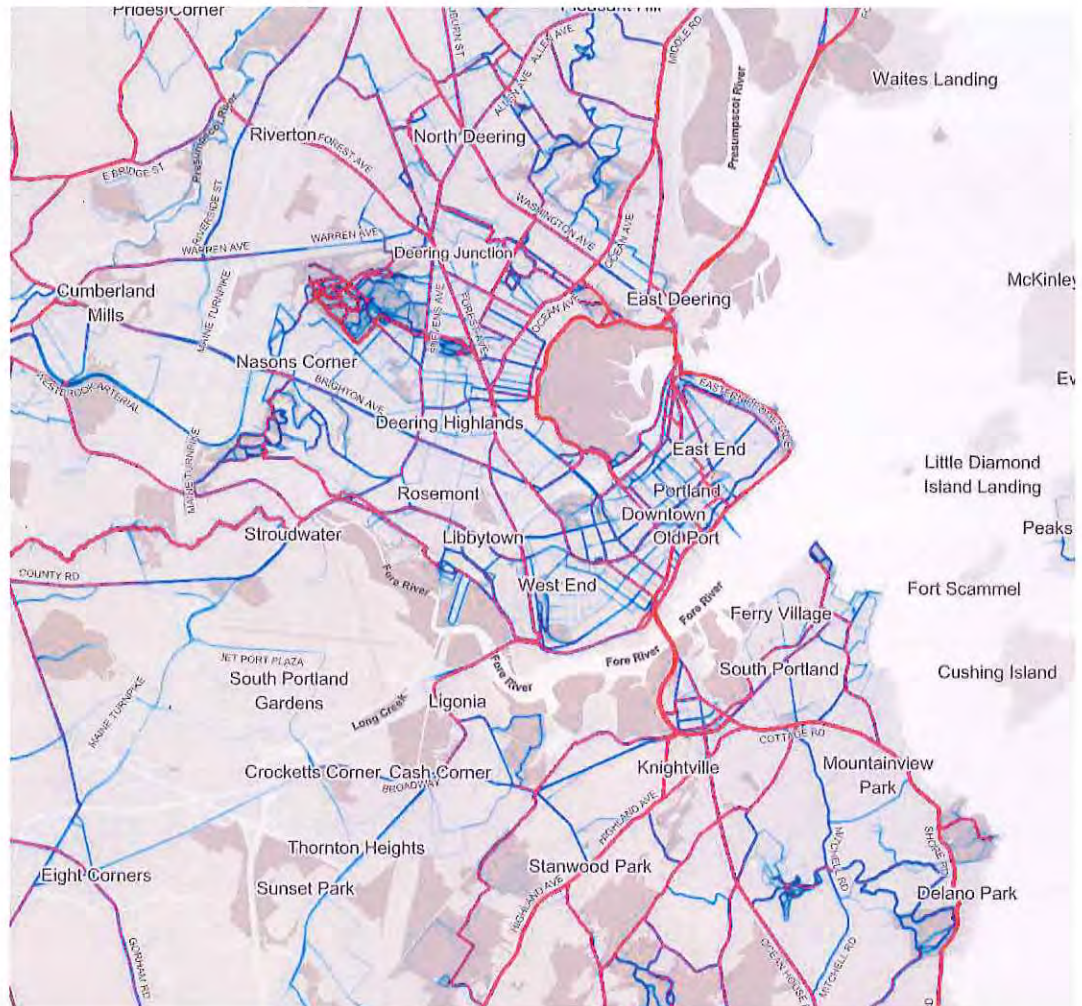
EMPLOYEES WITHIN 1 MILE



Biking

Mode	Potential Cyclists (1-3mi)	Already don't drive	New Possible Cyclists
Biking	1119	259	860

- Minimal bike infrastructure is a barrier to bike commuting in South Portland Gardens and Thornton Heights.
 - About 120 employees live in this area.

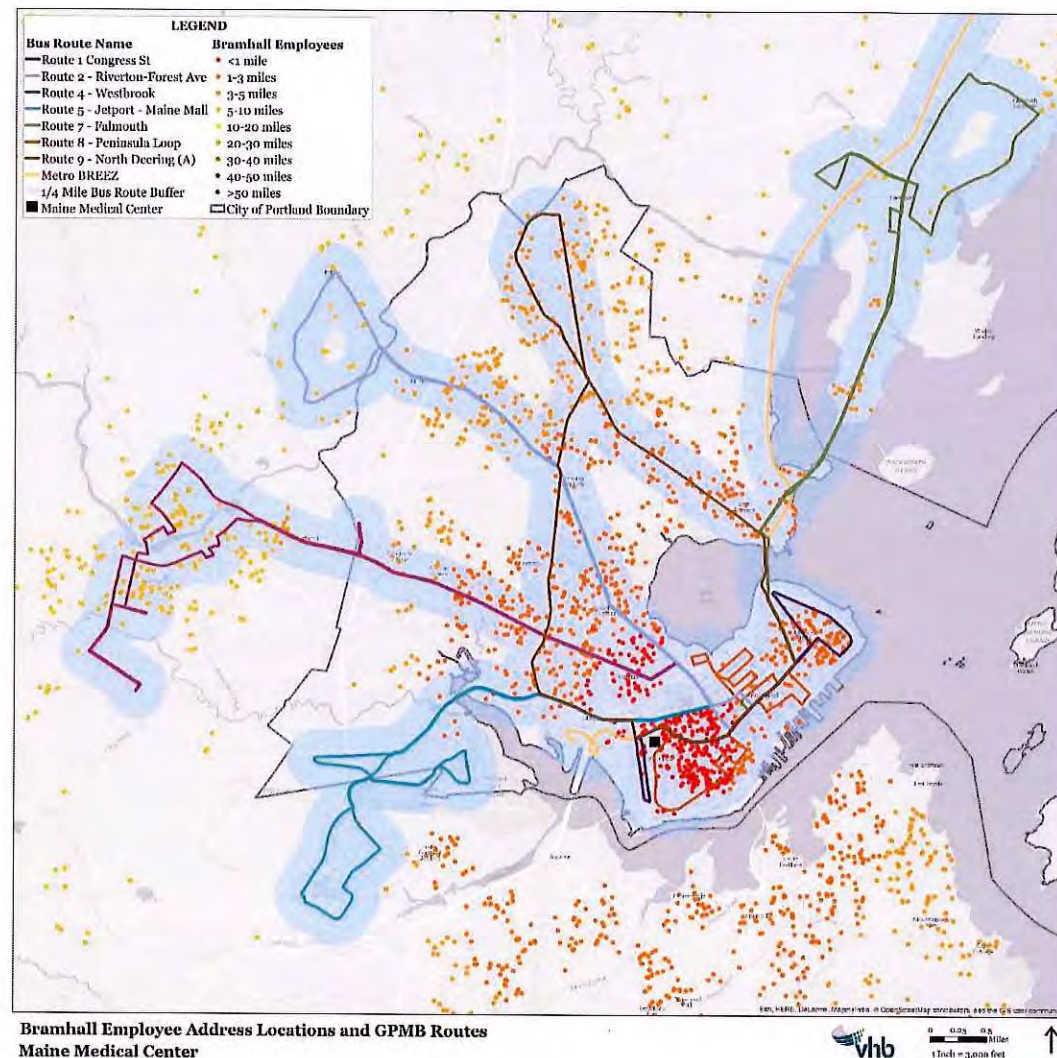


Map source: Strava Labs

Public Transit

Mode	Potential Transit Riders (>1mi)	Already Don't Drive	New Possible Riders
Transit	1154	282	872

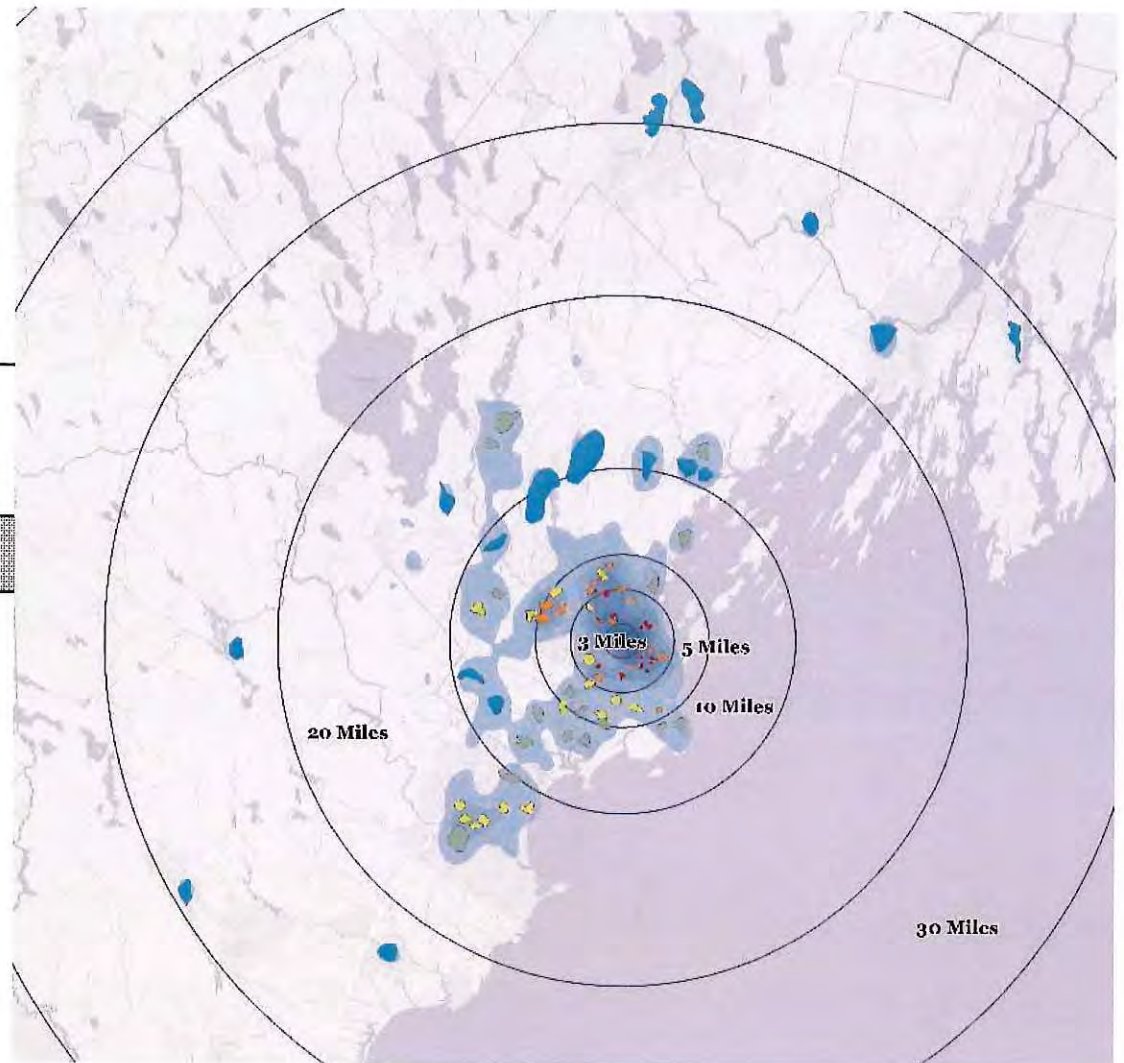
- 1,154 employees live near METRO bus route (within ¼ mile beyond 1 mile of MMC)
- Number of non-drivers based on permit ownership



Vanpool

Mode	Potential Participants (>1mi)	Already Don't Drive	New Possible Riders
Vanpool	1997	424	1573

- 1,997 employees live in potential vanpool clusters (13 or more employees living in close proximity outside of 1-mile buffer of MMC)
- Number of non-drivers based on permit ownership



Trip Reduction Estimation

- Modeled using TRIMMS
 - Researched-backed tool to estimate travel behavior change
- Applied capture estimates to residence analysis using professional judgment
- Averaged results



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Estimated Participation

- Biggest potential gain from walking
- Shared growth in shared ride, transit, cycling
- Short-term:
 - 20-25 without parking increase
 - 60-75 with parking increase
- Long-term
 - Depends on MMC and City improvements
 - 25-35 without parking increase
 - 80-100+ with parking increase



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Other Important Transportation Issues Pertinent to the Forthcoming IDP Process

- Managing Hospital key access/circulation plan concerns
 - Chadwick Street: Hospital traffic on local West End neighborhood streets
 - Congress Street: Acceptable design plan for new main entrance and drop-off that supports premier patient arrival experience and limits disruptions and adverse impacts
- Community Access Circulation: Focus on logical traffic flow, pedestrian access and safety, bicycle access and on-street parking



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Offices located throughout the east coast



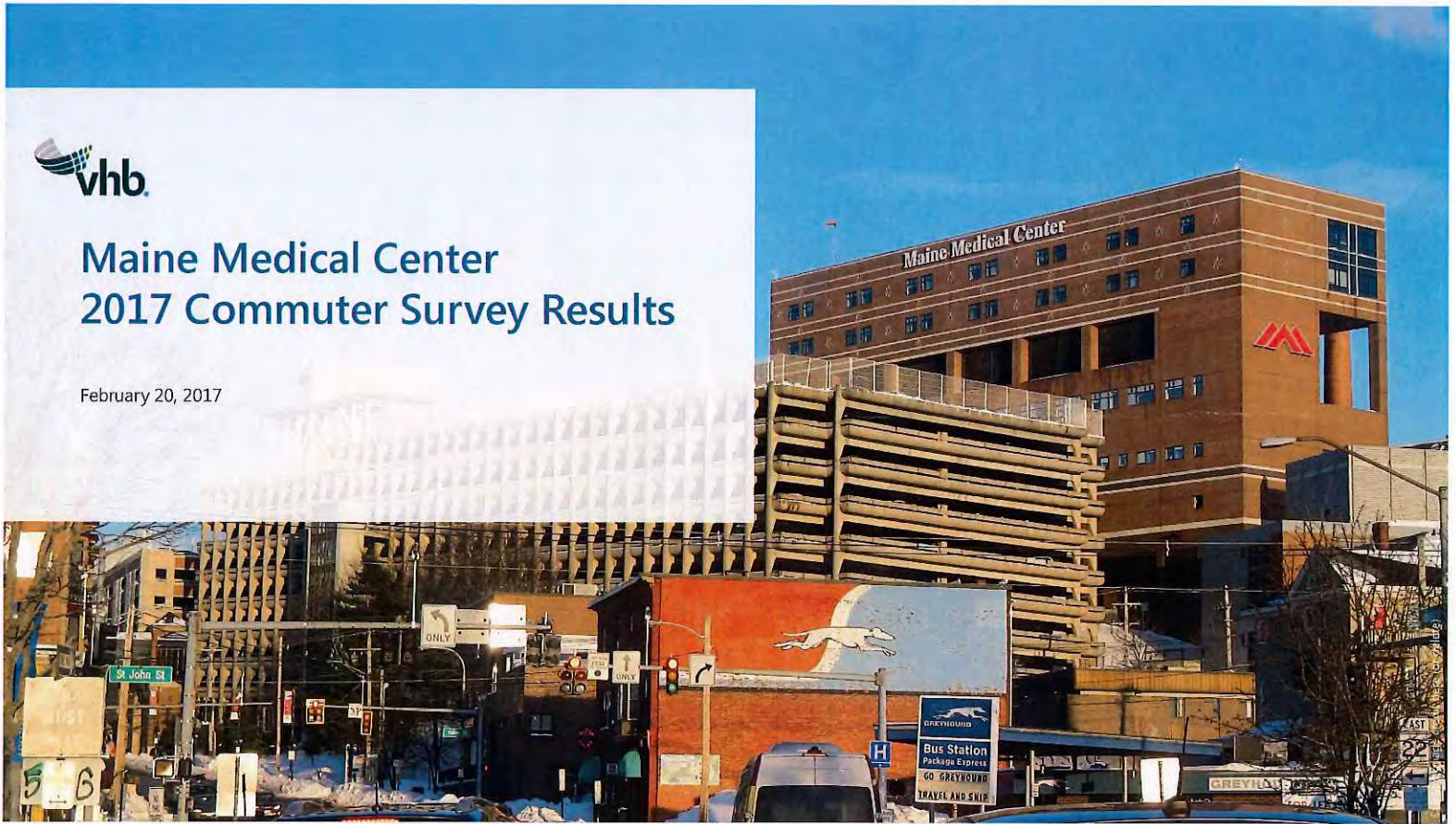
Maine Medical Center
MaineHealth

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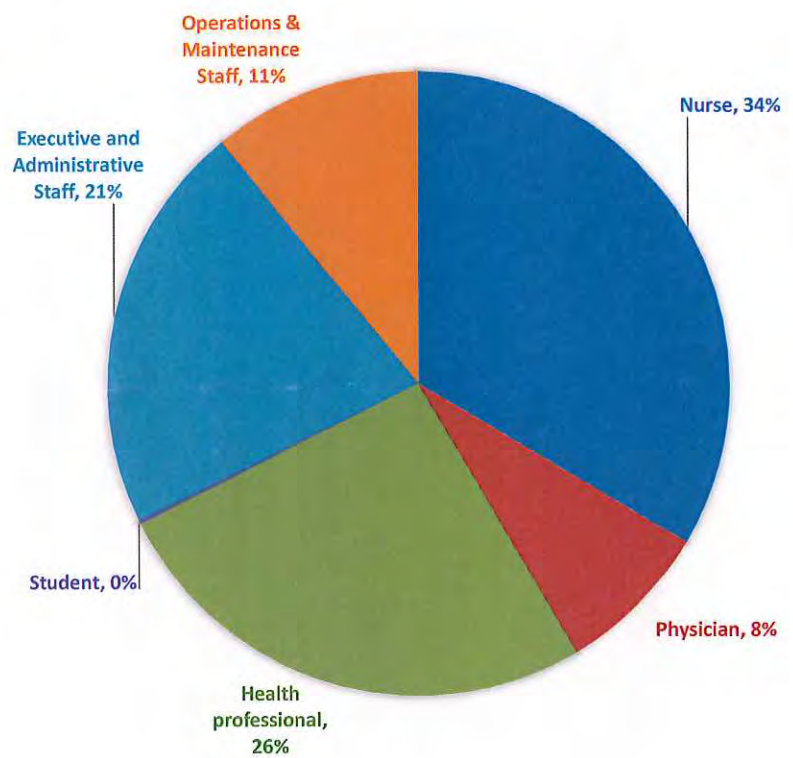
Maine Medical Center 2017 Commuter Survey Results

February 20, 2017

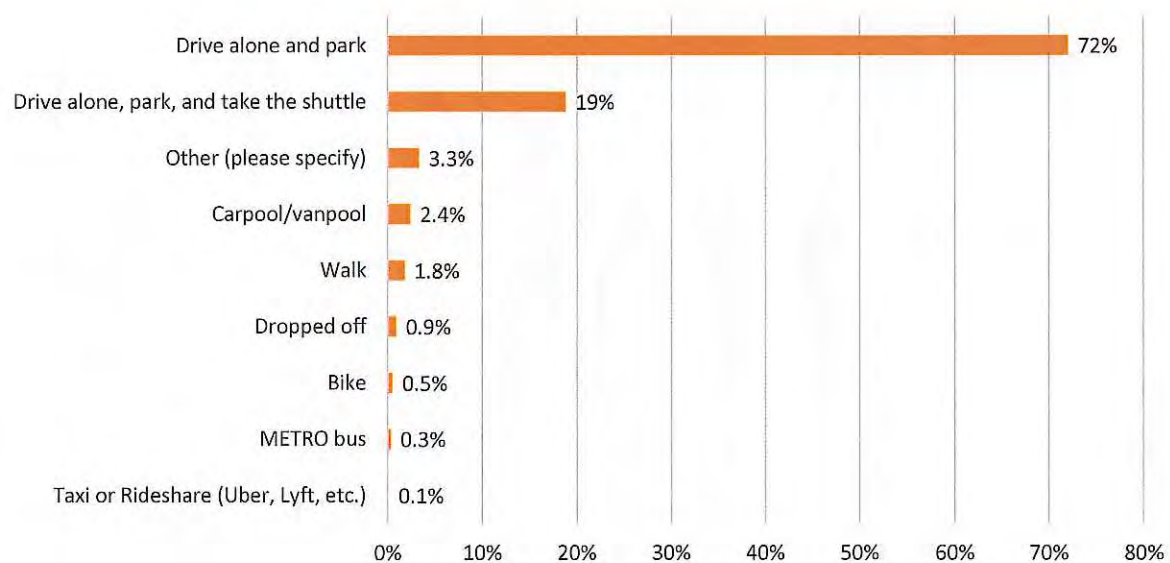


Survey Respondents

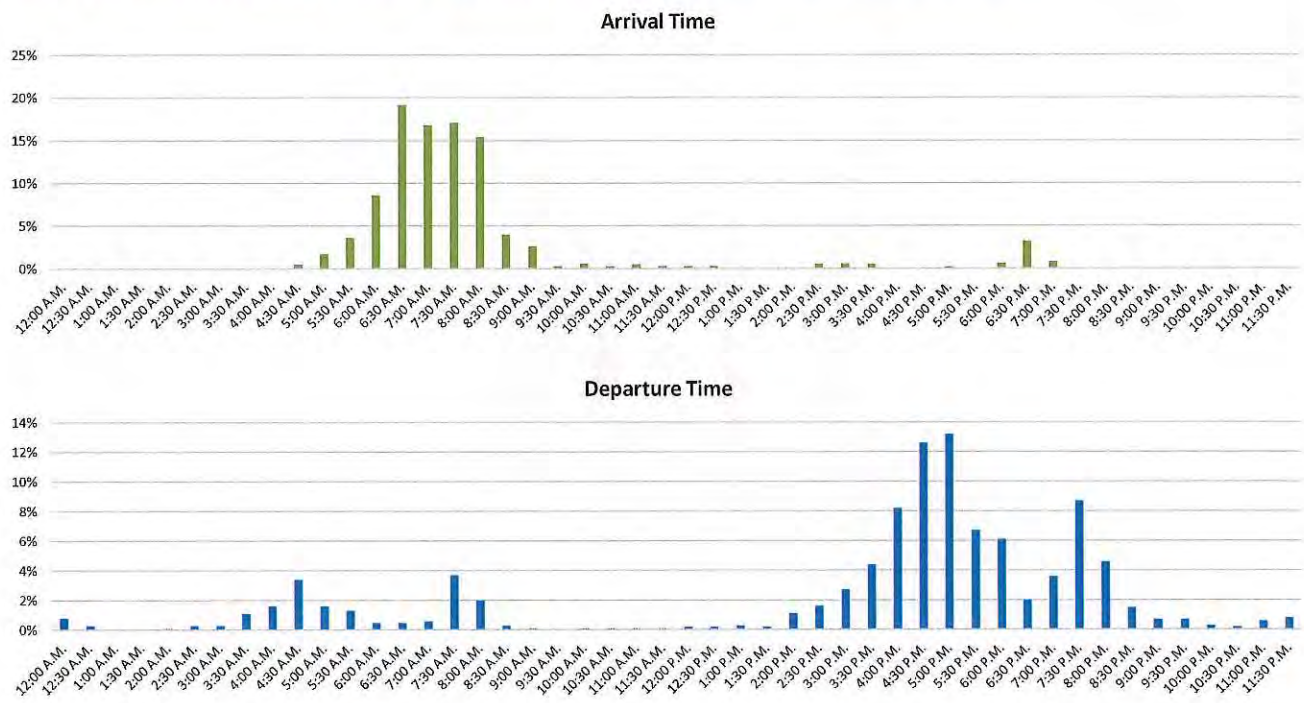
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- Diverse spectrum of participants
- 82% work at Bramhall Campus



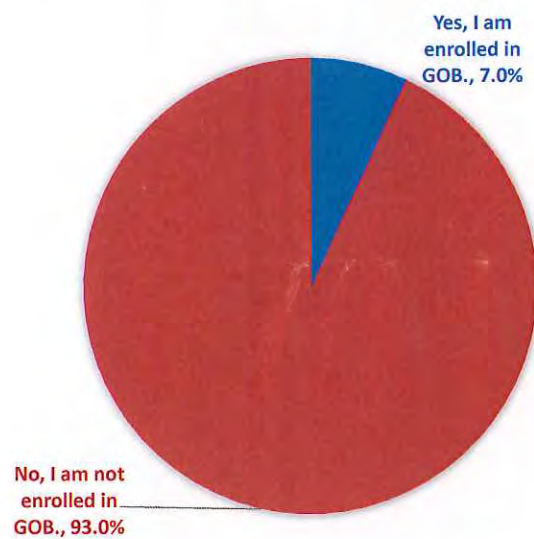
How do you get to work?



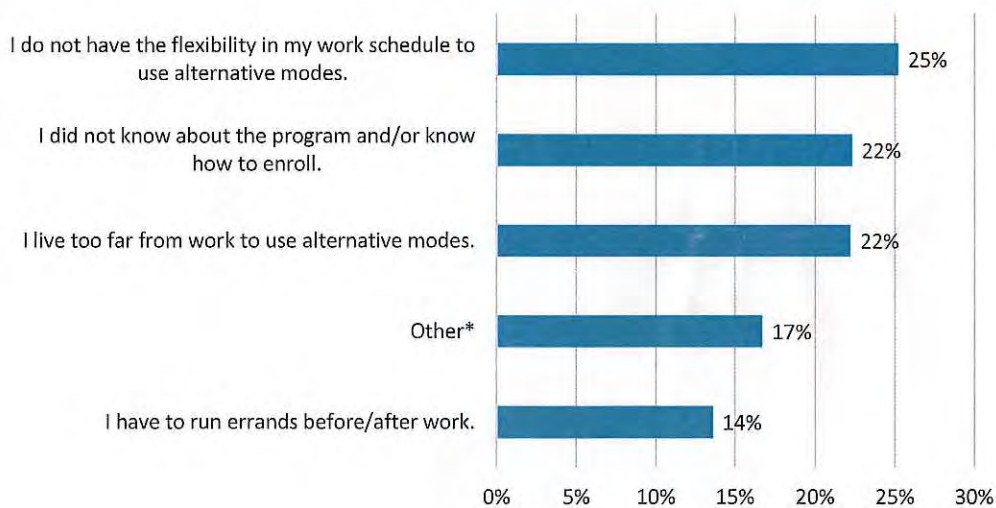
What time do you arrive at/depart from work?



Do you participate in Get on Board (GOB)?



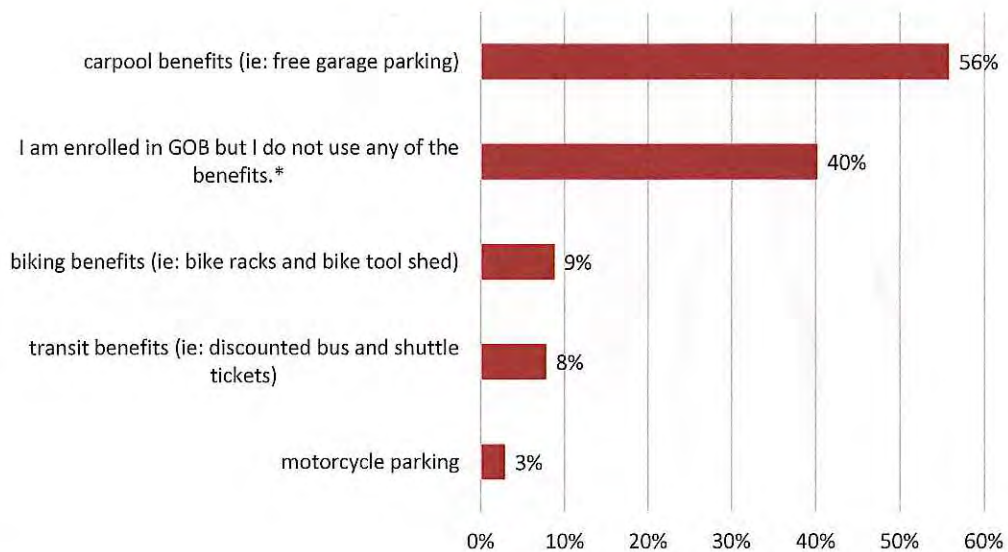
What has discouraged you from participating in GOB?



* Other Reasons

- fluctuating schedule
- off-site meetings and/or appointments
- no carpool partner
- have to rotate between campuses or sites
- enrollment was confusing/cumbersome

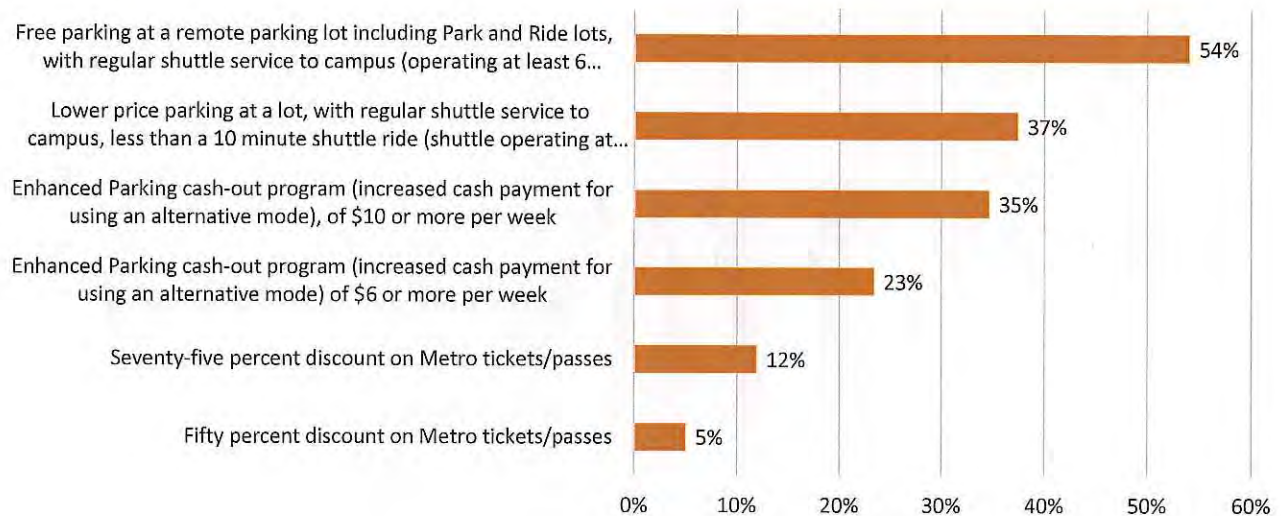
Which GOB benefits do you use?



* Explanations

- no carpool partner
- fluctuating schedule
- parking reimbursement process is cumbersome

Potential TDM Strategies





Memorandum

To: Alexander M. Green,
Penelope E. St. Louis

Date: May 16, 2017

Project #: 55141.00

From: VHB

Re: TRIMMS 3.0 Modeling

The following memo provides additional documentation on the TRIMMS modeling used to test the potential impact of Maine Medical Center's (MMC) proposed TDM program. It is important to understand that the outputs of the TRIMMS modeling was only one of several factors used to identify the potential gains from MMC's proposed TDM programming. TRIMMS mimics individual travel behavior based on economic elasticities, but it is not able to account for situational factors such as access to transportation infrastructure or employee distance from workplace. For this reason, VHB considered the TRIMMS modeling results in conjunction with other factors, including industry knowledge and expertise.

VHB used the latest version of the TRIMMS program, available via <http://trimms.com/>. The website contains additional documentation on the model and its inputs.

This memorandum is being provided for informational purposes only and will not be included as part of the IDP narrative.

Assumptions Concerning Existing Conditions within Region and City

The TRIMMS model was customized to the extent possible to establish the existing environment surrounding MMC. Fuel prices, current mode share, population density, and household income were customized based on a review of census data. The remaining model inputs were set at the default parameters for the Boston-Worcester-Lawrence, MA-NH-ME-CT metropolitan statistical area. These parameters are not normally adjusted without further detailed study and research to justify a change.

- The fuel pricing was customized to match the prevailing fuel prices in Maine (\$2.70 per gallon of diesel, and \$2.40 per gallon of gasoline).
- The population density for Cumberland County, ME (337 persons per square mile¹) was used in lieu of the regional population density.
- The median household income for Cumberland County, ME (\$60,051²) was used in lieu of the regional household income.
- The default mode share was customized to align with MMC's employee mode split data collected through the 2017 transportation survey. The mode split was defined as:
 - o Auto-drive alone 90.5%

¹ Source: US Census Bureau 2010 census data

² Source: 2011-2015 American Community Survey 5-year Estimates

- Auto-rideshare 2.5%
 - Vanpool 0.1%
 - Public Transport 0.3%
 - Cycling 0.3%
 - Walking 2.2%
 - Other 4.1%
- All analyses were conducted for the MMC site only, and are not area-wide.

Assumptions Concerning Existing Conditions at MMC

Additional customizations were made to reflect the conditions on the Bramhall campus. These customizations reflect that:

- Carpool subsidies, transit subsidies, and vanpool subsidies are currently offered by MMC to employees
- The MMC Bramhall Campus possesses the following characteristics:
 - Bus or train station within ¼ mile
 - Dedicated sidewalk onsite
 - Restaurant within ¼ mile
- MMC engages in marketing and project management activities
- Transit fare is \$0.80 per ride, based on the current Get on Board offer of \$8.00 for a ten-ride pass.

TRIMMS Analysis

Short-term scenario (no parking fee increase)

Under this scenario, the transit fare is reduced by 50% for each trip, from \$0.80 to \$0.40. It also assumes that the following programs will be in place:

- biking and walking subsidies
- carpool matching
- emergency ride home
- appointment of a TDM Coordinator who dedicates 20 hours per week to program management and promotional efforts

The baseline conditions outlined in the *Assumptions* section above also apply.

	Baseline	Final	Change
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Mode	Share	Share	Share
Auto-Drive Alone	90.5%	90.3%	-0.3%
Auto-Rideshare	2.5%	2.5%	0.0%
Vanpool	0.1%	0.1%	0.0%
Transit	0.3%	0.5%	0.2%
Bike	0.3%	0.3%	0.0%
Walk	2.2%	2.2%	0.0%
Other	4.1%	4.2%	0.1%
Total	100.0%	100.0%	

Long-term scenario (includes parking increase)

Under this scenario, the transit fare is reduced by 50% for each trip, from \$0.80 to \$0.40. The daily parking fee is also doubled from \$0.60 per day to \$1.20 per day. It also assumes that the following programs will be in place:

- biking and walking subsidies
- carpool matching
- emergency ride home
- bike lanes onsite or within ¼ mile
- appointment of a TDM Coordinator who dedicates 40 hours per week to program management and promotional efforts

The assumptions outlined in the *Assumptions* section above also apply.

	Baseline	Final	Change
Mode	Share	Share	Share
Auto-Drive Alone	90.5%	89.1%	-1.4%
Auto-Rideshare	2.5%	2.8%	0.3%
Vanpool	0.1%	0.1%	0.0%
Transit	0.3%	0.5%	0.2%
Bike	0.3%	0.3%	0.0%
Walk	2.2%	2.5%	0.3%
Other	4.1%	4.6%	0.5%
Total	100.0%	100.0%	

Long-term scenario (includes parking increase and fuel price increase)

Under this scenario, the transit fare is reduced by 50% for each trip, from \$0.80 to \$0.40. The daily parking fee is also doubled from \$0.60 per day to \$1.20 per day, and the fuel price is increased to \$3.80 per gallon of gasoline and \$4.20 per gallon of diesel. It also assumes that the following programs will be in place:

- biking and walking subsidies
- carpool matching
- emergency ride home
- bike lanes onsite or within ¼ mile
- appointment of a TDM Coordinator who dedicates 40 hours per week to program management and promotional efforts

The assumptions outlined in the *Assumptions* section above also apply, except where noted.

	Baseline	Final	Change
Mode	Share	Share	Share
Auto-Drive Alone	90.5%	89.1%	-1.4%
Auto-Rideshare	2.5%	2.8%	0.3%
Vanpool	0.1%	0.1%	0.0%
Transit	0.3%	0.5%	0.2%
Bike	0.3%	0.3%	0.0%
Walk	2.2%	2.5%	0.3%
Other	4.1%	4.6%	0.5%
Total	100.0%	100.0%	

**Preliminary Traffic Assessment
Maine Medical Center Expansion – Portland, Maine
September 2017**

Date: September 5, 2017
Subject: Preliminary Traffic Assessment
Maine Medical Center Expansion
To: Maine Medical Center
From: Randy Dunton, Gorrill Palmer (JN 2866.01)

Gorrill Palmer (GP) has prepared this memorandum as a preliminary assessment of the traffic impacts of the proposed Maine Medical Center (MMC) expansion. It should be noted that this information is preliminary in nature. Projects like those identified in MMC's IDP will require a MaineDOT Traffic Movement Permit (TMP) in which the City has delegated review authority. In going through the TMP process, an in-depth Traffic Impact Study will be completed in coordination with the City. The following is a summary of our project understanding, our conclusions, and the supporting information.

Project Understanding

The proposed initial development is estimated to have short-term and potential longer-term components. As part of the initial development, the existing employee parking garage is proposed to be dismantled and 345,000 sf of additional hospital space, including new operating rooms and patient rooms, is proposed to be constructed. The total number of patient beds is proposed to remain the same, since this expansion is primarily to decompress the existing space and provide increased private patient space. However, there is forecast to be an increase of approximately 76 individuals (patients and visitors combined) per day. The expansion may add 324 employees/students to the campus. The short-term expansion also proposes an updated solution to employee parking.

The longer-term expansion may include an additional 420,000 sf expansion to hospital space, including additional services and patient beds. It may add 394 employees, although this number is preliminary and could be decreased. It is assumed that any longer-term expansion will utilize the employee parking solution created for the short-term expansion.

For the purposes of this assessment, it has been assumed that parking for all employees (for the short-term and potential longer-term expansion) will be accommodated in a new parking garage at 222 St. John Street, and that approximately 1,200 spaces in the employee Gilman Garage will



be eliminated. It is also assumed that the 222 St. John Street site will have a parking garage containing no less than 2,220 parking spaces with a 118 space surface lot that is replacing the existing 283 space surface lot that is currently utilized by MMC employees. This is a total increase to the St. John site of 2,055 employee parking spaces, with approximately 1,200 spaces eliminated at the Gilman Garage.

The following is a summary of the conclusions of the preliminary traffic assessment for the short-term and possible longer-term MMC projects.

Traffic Volumes

GP completed turning movement counts at the intersections of St. John Street with Congress Street and Valley Street with Congress Street on December 13, 2016 from 7:00 AM to 9:00 AM and 3:00 PM to 6:00 PM. The count times were chosen to capture the typical commuter peak hour. The results of these counts are shown on the attached Figure 2.

GP completed turning movement counts at the 222 St. John Street driveway (which will also be the garage access to St. John Street), just north of Margaritas Restaurant on St. John Street on May 17, 2017 from 6:00 AM to 8:00 AM and again from 5:00 PM to 8:00 PM. However, the final access point to the 222 St. John Street garage has not been identified. Turning movement counts were also completed on May 18, 2017 from 3:00 PM to 5:00 PM and May 19, 2017 from 7:45 AM to 9:00 AM. The times for the counts were chosen based on the shift times of the majority of employees provided by Al Green with Maine Medical Center. The primary shift times are as follows:

- Shift 1 – 6:00 AM to 6:00 PM, 5% of employees (clinical)
- Shift 2 – 7:00 AM to 7:00 PM, 45% of employees (clinical)
- Shift 3 – 7:30 AM to 7:30 PM, 10% of employees (clinical)
- Shift 4 – 8:00 AM to 5:00 PM, 25% of employees (administrative)
- Shift 5 – 7:00 PM to 7:00 AM, 15% of employees (clinical)

The shift time with the largest percentage of employees is Shift 2 (7:00 AM to 7:00 PM), so the times for the counts were chosen to capture that shift traffic and the adjacent roadway network peak traffic. The peak hours of the driveway, which currently serves a portion of the Maine Medical Center employees, were 6:15 AM to 7:15 AM and 6:55 PM to 7:55 PM. The results of the counts are shown on the attached Figure 2.



222 St. John Street Garage Traffic

Since the new traffic from the proposed expansion will consist largely of additional employees, this evaluation is based on the traffic impacts of the 222 St. John Street parking garage. The 222 St. John Street parking garage traffic has been used for both the short-term and long-term expansion, since no additional employee parking is proposed as part of the long-term expansion.

The anticipated increase in peak hour trip generation for the parking garage has been based on the increase in parking spaces and the distribution of employees in each shift. The parking garage is anticipated to be approximately 2,220 spaces with an additional approximately 118 spaces in a surface lot. This will replace an existing approximately 283 space parking lot, which yields a total increase on the site of approximately 2,055 spaces.

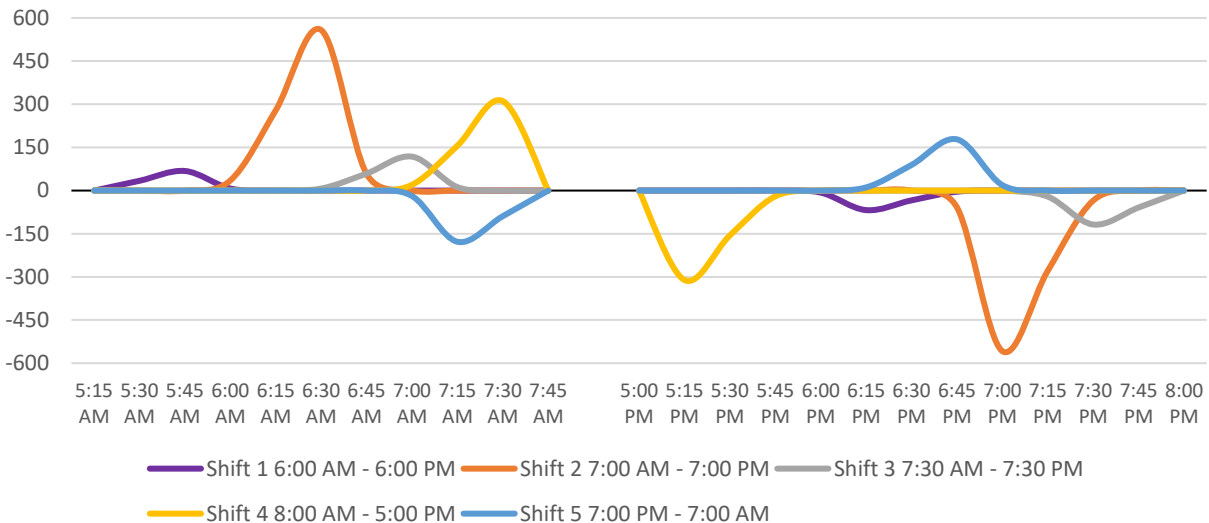
GP used the shift times and the increase of approximately 2,055 spaces to estimate the trip generation for each 15 minute interval. The estimated increase in trip generation for the garage has been based on the following assumptions:

- All 2,055 additional parking spaces will be occupied
- 60% of the employees arrive 15-30 minutes before their shift begins
- 30% of employees arrive 30-45 minutes before their shift begins
- 10% of employees either arrive one hour before their shift begins or within the last 15 minutes before their shift begins
- 60% of employees leave within the first 15 minutes after their shift ends
- 30% of employees leave 15-30 minutes after their shift ends
- 10% of employees leave more than 30 minutes after their shift ends

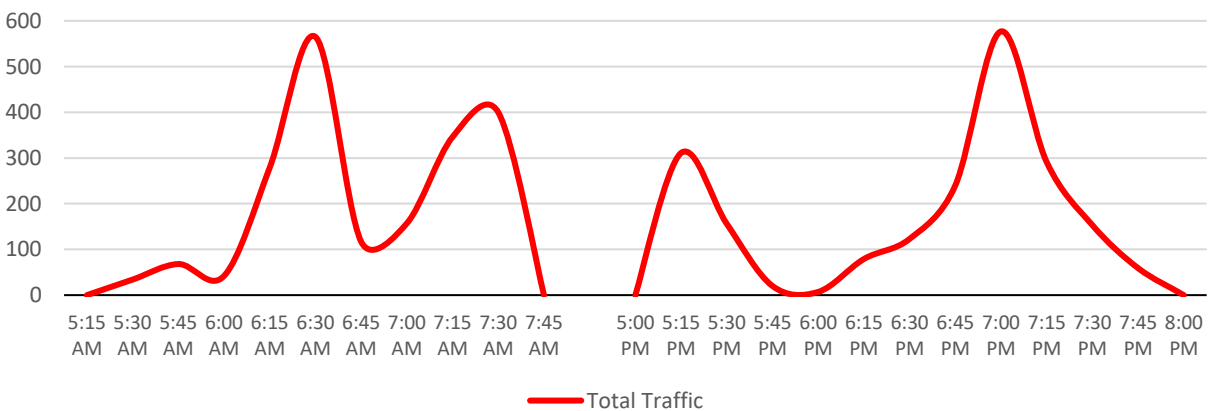
These preliminary assumptions are based on conversations with MMC and hospital staff and are expected to reasonably reflect existing operations. We recognize the importance of these assumptions and more detailed review and analysis of actual employee check in / out times will be completed prior to the TMP / Traffic Impact Study in order to refine these initial assumptions as necessary. GP created two trip generation graphs showing the anticipated increase in traffic throughout the morning and afternoon shift times. The first graph shows the anticipated entering and exiting traffic by shift and the second graph shows the total entering and exiting volume at each period. The following graphs are a visual representation of the anticipated trip generation for the site and actual volumes vary slightly.



222 St. John Street Employee Parking Garage Estimated Traffic by Shift



222 St. John Street Employee Parking Garage Estimated Total Entering and Exiting Traffic



The AM peak hour of the garage is anticipated to occur from 6:30 AM to 7:30 AM and generate an increase of 1069 trip ends (891 in / 178 out). The PM peak hour of the garage is anticipated to occur from 6:30 PM to 7:30 PM and generate an increase of 1138 trip ends (267 in / 871 out). A trip end is defined as a trip into or out of the site, so a round trip is equal to two trip ends.

Although the short-term expansion is forecast to add 76 patients or visitors each day, the traffic from this increase is anticipated to be negligible since the trips would likely occur over the course of the entire day and not concentrated during a peak hour.



The AM peak hour of the adjacent roadway network occurs from 7:30 AM to 8:30 AM. The 222 St. John Street parking garage is forecast to generate 400 trip ends (311 in / 89 out) during this peak hour. The PM peak hour occurs from 3:15 PM to 4:15 PM in front of the site, from 4:00 PM to 5:00 PM at the intersection of Congress Street with St. John Street, and from 4:45 PM to 5:45 PM at the intersection of Congress Street with Valley Street. The 222 St. John Street garage is forecast to generate very little traffic during the 3:15 PM and the 4:00 PM peak hours, but is forecast to generate 467 trip ends (0 in / 467 out) during the 4:45 PM peak hour. To be conservative, the trip generation for the 4:45 PM hour (467 trip ends) has been considered the PM peak hour of the adjacent street trip generation for the adjacent roadway network.

The increase in trip generation for the parking garage and new surface lot has been assigned based on the Travelshed Analysis completed by VHB for MMC's Institutional Development Plan (IDP). The trip assignment for the 222 St. John Street parking garage is shown on the attached Figures 10 and 11. It should be noted that approximately 27% of the 222 St. John Street parking garage traffic is forecast to go to or from the South of the site on St. John Street.

ITE Trip Generation

In addition to forecasting the impact of the proposed hospital expansion by forecasting the trips generated by the proposed employee parking garage, GP also used the Institute of Transportation Engineers' (ITE) publication, *Trip Generation*, Seventh Edition, Land Use Code (LUC) 610 – Hospital to calculate the trip generation for the short-term and potential longer-term expansion.

Short-Term Expansion

The ITE trip generation has been based on the following information from the MMC Institutional Development Plan (IDP):

- 345,000 sf expansion
- Increase of 324 employees / students (4,595 existing, 4,919 proposed)

The trip generation for the hospital expansion has been calculated based on both the size of the expansion and the proposed increase in employees / students and the results of the two have been averaged. It should be noted that the IDP indicates that there will be an increase of 76 patients and visitors, cumulative, daily. This increase is not anticipated to have a significant impact on any peak hour, because any additional trips would likely occur throughout the day and not all during one peak hour.

The following table summarizes the trip generation for the expansion:



Short-Term Expansion ITE Trip Generation

	AM Adj St	PM Adj St	AM Gen	PM Gen
Expansion Size				
345,000 sf	414	407	507	555
Employees / Students				
Proposed – 4,919	1672	1623	1918	2312
Existing – 4,595	1562	1516	1792	2160
Expansion – 324	110	107	126	152
Average	262	257	317	354

As shown in the table, the proposed short-term expansion is forecast to generate 262 trip ends during the AM peak hour of the adjacent street and 257 trip ends during the PM peak hour of the adjacent street. This level of trip generation would require a MaineDOT Traffic Movement Permit (TMP). It should be noted that the ITE trip generation does not consider that the expansion will not be adding a significant number of patients and visitors to the site, so it is likely that the trip generation summarized above is conservative.

Potential Longer-Term Expansion

The ITE trip generation for longer-term expansion has been based on the following:

- 420,000 sf expansion assumed (In addition to Short Term Expansion)
- 394 additional employees / students (In addition to Short Term Expansion)

The trip generation for the hospital expansion has been calculated based on both the size of the expansion and the proposed increase in employees / students and the results of the two have been averaged.

The following table summarizes the trip generation for the expansion:

Longer-Term Expansion ITE Trip Generation

	AM Adj St	PM Adj St	AM Gen	PM Gen
Expansion Size				
420,000 sf (assumed)	504	496	617	676
Employees / Students				
Long-Term Proposed – 5,313	1806	1753	2072	2497
Short-Term Proposed – 4,919	1672	1623	1918	2312
Expansion – 394	134	130	154	185
Average	319	313	386	431



As shown in the table, the proposed longer-term expansion is forecast to generate 319 trip ends during the AM peak hour of the adjacent street and 313 trip ends during the PM peak hour of the adjacent street. This level of trip generation also requires a MaineDOT TMP.

Total Expansion

GP has combined the trip generation for the short-term and potential longer-term expansion to evaluate the trip generation for the entire expansion of the campus. The following table summarizes the total expansion trip generation:

Total Expansion ITE Trip Generation

	AM Adj St	PM Adj St	AM Gen	PM Gen
Short-Term	262	257	317	354
Longer-Term	319	313	386	431
Total Expansion	581	570	703	785

As shown in the table, the total expansion is forecast to generate 581 trip ends during the AM peak hour of the adjacent street and 570 trip ends during the PM peak hour of the adjacent street.

222 St. John Street Expansion Capacity

The trip generation for the proposed expansion has been based on the assumption that the 222 St. John Street parking garage will be able to accommodate all employees after both the short-term and longer-term expansions. To ensure that this is a reasonable assumption, GP estimated an existing parking rate based on the existing number of employee parking spaces and the existing number of employees. Based on information from the MMC IDP, there are 2,027 employee parking spaces on and off campus and 4,595 existing employees and students. This yields an existing parking rate of 0.44 spaces per employee. The short-term expansion is proposed to add 324 employees, which would require 143 additional parking spaces. The long-term expansion is proposed to add an additional 394 employees, which would require another 174 parking spaces. This yields a total increase of 317 parking spaces after both the short-term and long-term expansions are complete. Combining the existing employee parking spaces (2,027) with the estimated required increase in spaces (317) yields a total of 2,344 employee parking spaces.

The 222 St. John Street parking garage is proposed to have 2,220 spaces and a 118 space surface lot, which yields a total of 2,338 spaces. This is six spaces less than the estimated required employee parking spaces. Given the small difference between the estimated requirement and the proposed spaces is only six spaces, and the Transportation Demand Management (TDM) Plan anticipated to be used by MMC, this conclusion supports the assumption that the proposed 222



St. John Street parking garage will be able to accommodate the employees for the short-term and longer-term MMC projects.

Short-Term Predevelopment Volumes

The short-term expansion is proposed to be completed by 2023. GP has evaluated both the peak hours of the adjacent street and the peak hours of the proposed 222 St. John Street parking garage. The raw volumes for the peak hours of the adjacent street are shown on the attached Figure 2.

The peak hours of the proposed garage are forecast to be 6:30 AM to 7:30 AM and 6:30 PM to 7:30 PM. Since the Congress Street intersections were not counted during the peak hours of the proposed garage (off peak from adjacent roadway network), a peak hour adjustment was determined based on the St. John Street through traffic in front of the proposed site access and applied to the volumes at the two Congress Street intersections. This resulted in an adjustment of 0.634 for the AM peak hour of the garage of both Congress Street intersections, 0.560 for the PM peak hour of the garage at the St. John Street intersection, and 0.575 for the PM peak hour of the garage at the Valley Street intersection. The peak hour volumes of the garage are shown on the attached Figure 3.

The traffic volumes in front of the site driveway were collected in May 2017, while the traffic volumes at the two Congress Street intersections were collected in December 2016. The traffic volumes were adjusted to the 30th highest hour of the year using MaineDOT weekly group mean factors. This adjustment increases the volumes to those that may be experienced during the peak summer months. It should be noted that at the proposed site access, only the St. John Street through traffic has been seasonally adjusted, since traffic entering and exiting the 222 St. John Street driveway is not anticipated to experience significant seasonal variation. The seasonal adjustment resulted in an increase of 1.1% on St. John Street at the proposed site access and an adjustment of 11.4% at the Congress Street intersections.

In addition to seasonally adjusting the traffic volumes, they are also increased by an annual growth to estimate traffic volumes for the build out year of the short-term expansion. The short-term expansion is anticipated to be completed by 2023. MaineDOT traffic counts in the vicinity of the site show a decrease in volumes over the past five years. However, to be conservative, GP applied a growth rate of 0.5% per year to the seasonally adjusted volumes.

The seasonally and annually adjusted volumes are shown on the attached Figures 4 and 5. It should be noted that these figures include the traffic currently generated by the existing MMC surface parking.



Longer-Term Predevelopment Volumes

The longer-term expansion is proposed to be completed by 2038. GP has applied the same annual growth rate of 0.5% per year to the 2023 predevelopment volumes on Figures 4 and 5 to estimate the traffic volumes for 2038. The 2038 Predevelopment Volumes for the adjacent street peak hours and the proposed garage peak hours are shown on the attached Figures 6 and 7.

Seasonal Adjustment Evaluation

As discussed in previous sections, the traffic counts at the site driveway on St. John Street and at the two Congress Street intersections were collected during May and December, respectively. The December counts were collected to meet the deadlines at that time. Since December is off-peak time of year to collect counts, GP compared the 2038 Predevelopment Design Hourly Volumes on St. John Street at the intersection of Congress Street / St. John Street (counted in December and seasonally / annually adjusted) to the 2038 Predevelopment Design Hourly Volumes on St. John Street at the intersection of St. John Street / Site Driveway (counted in May and seasonally / annually adjusted). Based on this review, the seasonal adjustment applied to the December volumes resulted in higher volumes than the May volumes that were seasonally adjusted volumes by approximately 27%. This is not uncommon and based on discussions with the City on past projects, the MaineDOT seasonal adjustment factors tend to be high for the City. This results in conservative volumes at the two Congress Street intersections.

Union Station Plaza Cut-Through Traffic

The existing driveway on St. John Street can also be accessed at two points by the Union Station Plaza parking lot. As part of the proposed parking garage driveway modifications, this interconnection could potentially be removed, so the Union Station parking lot traffic would no longer be able to access the driveway. If the access is not removed or modified, it can be expected that cut-through traffic through the Union Plaza parking lot would increase due to the construction of the new garage, creating a potential safety issue for those in the Union Plaza parking lot. Traffic volumes were collected at the intersection of the driveway with the Union Station parking lot and the 222 St. John Street parking lot. These volumes were collected on May 17, 2017 from 6:00 AM to 8:00 AM and 5:00 PM to 8:00 PM, the same date and time when the intersection of the driveway with St. John Street was counted. The peak hours for the driveway with Union Station intersection are the same as the peak hours for the driveway, 6:15 AM to 7:15 AM and 6:55 PM to 7:55 PM. The Union Station intersection peak hour volumes are shown on the attached Figure 2.



It should be noted that from the Union Station Plaza accesses, there was on average one U-turn completed per peak hour. This means a vehicle exited a drive aisle from the Union Plaza parking area onto the driveway and then back into the adjacent Union Plaza parking lot drive aisle. Upon the closure of the accesses, accommodations for the U-turning vehicles should be made.

Since the access to the driveway from the Union Station parking lot may be eliminated with the construction of the 222 St. John Street parking garage, the volumes using the access have been redistributed to the adjacent intersections based on existing traffic patterns and the Union Station Plaza access locations. The redistributed volumes are shown on the attached Figure 8.

Existing Employee Parking Garage Traffic

GP completed turning movement counts at the existing employee garage entrance / exit on Gilman Street in December 2016. Since the MMC expansion proposes to dismantle the existing employee garage, GP has distributed the counted traffic volumes from the existing employee parking garage throughout the roadway network based on the existing traffic patterns. The existing employee parking garage trip assignment that will be relocated to the St. John Street parking garage is shown on the attached Figure 9.

2023 Postdevelopment Volumes

The 2023 Predevelopment traffic volumes for the adjacent street peak hours on Figure 4 have been combined with the redistributed Union Station parking lot traffic on Figure 8, the Redistributed Existing Employee parking garage traffic on Figure 9, and the Trip Assignment on Figure 10 to yield the 2023 Postdevelopment traffic volumes for the adjacent street peak hours shown on Figure 12. The 2023 Predevelopment traffic volumes for the proposed garage peak hours on Figure 5 have been combined with the redistributed Union Station parking lot traffic on Figure 8, the Existing Employee parking garage traffic on Figure 9, and the Trip Assignment on Figure 11 to yield the 2023 Postdevelopment traffic volumes for the proposed garage peak hours shown on Figure 13.

2038 Postdevelopment Volumes

The 2038 Predevelopment traffic volumes for the adjacent street peak hours on Figure 6 have been combined with the redistributed Union Station parking lot traffic on Figure 8, the Existing Employee parking garage traffic on Figure 9, and the Trip Assignment on Figure 10 to yield the 2038 Postdevelopment traffic volumes for the adjacent street peak hours shown on Figure 14. The 2038 Predevelopment traffic volumes for the proposed garage peak hours on Figure 7 have



been combined with the redistributed Union Station parking lot traffic on Figure 8, the Existing Employee parking garage traffic on Figure 9, and the Trip Assignment on Figure 11 to yield the 2038 Postdevelopment traffic volumes for the proposed garage peak hours shown on Figure 15.

Percent Change in Traffic

To evaluate the overall impact of the proposed garage, GP has calculated the percent change in the predevelopment volumes due to the proposed St. John Street parking garage project. This includes the impact of dismantling the existing employee garage and the redistribution of the Union Station Plaza traffic. GP has determined this percent change by calculating the total entering volume (TEV) at the intersections of Congress Street with St. John Street and Congress Street with Valley Street for the predevelopment and postdevelopment conditions and determining the difference between the two. The difference is then divided by the predevelopment TEV to determine the percent change in traffic. The following table summarizes the percent change in traffic due to the short-term and long-term expansion projects:

Congress Street / St. John Street Change in Traffic Volumes

Peak Hour		Total Entering Volume			
		Predevelopment	Postdevelopment	Difference	% Change
2023 Adjacent St (Short Term)	AM	1922	2190	268	+13.9%
	PM	2172	2399	227	+10.5%
2023 Generator (Short Term)	AM	1215	1864	649	+53.4%
	PM	1215	1917	702	+57.8%
2038 Adjacent St (Longer Term)	AM	2012	2168	156	+7.8%
	PM	2302	2515	213	+9.3%
2038 Generator (Longer Term)	AM	1309	1958	649	+49.6%
	PM	1310	2066	756	+57.7%

As shown in the table, the 222 St. John Street parking garage project is anticipated to increase the traffic volumes at the intersection of Congress Street with St. John Street by 7.8% to 57.8% depending on the year and peak hour evaluated. It is important to note the difference between the peak hours of the generator (MMC) and that of the adjacent street traffic (commuter hours). Commuter hours are typically between 7-9 AM and 4-6 PM. This is the time when intersections are typically most congested. The peak hours of the generator are when the hospital is generating the most traffic, which is during shift changes. The hospital has its major shift changes during non-commuter peak times to reduce its impact on the intersections in the area. It is important to note that the high percentage increases occur during the peak hours of the generator (MMC), not during the peak hour of the adjacent street traffic (commuter hours). It should be noted that although the percent increase in traffic is high, the total entering volume for the intersection during the postdevelopment peak hour of the generator (MMC) is less than the total entering



volume for the intersection during the predevelopment peak hours of the adjacent street. This reflects the benefits of the off-peak hour shifts of MMC and is a perfect example of using proper TDM techniques. This indicates that traffic volumes are higher during the commuter hours than when the hospital has its shift changes in the postdevelopment condition (i.e. with the St. John Street Garage and after expansion).

Congress Street / Valley Street Change in Traffic Volumes

Peak Hour		Total Entering Volume			
		Predevelopment	Postdevelopment	Difference	% Change
2023 Adjacent St (Short Term)	AM	1210	1048	-162	-13.4%
	PM	1229	1190	-39	-3.2%
2023 Generator (Short Term)	AM	766	657	-109	-14.2%
	PM	705	719	+14	+2.0%
2038 Adjacent St (Longer Term)	AM	1305	1143	-162	-12.4%
	PM	1325	1286	-39	-2.9%
2038 Generator (Longer Term)	AM	824	715	-109	-13.2%
	PM	760	774	+14	+1.8%

As shown in the table, relocating employees from the existing garage to the 222 St. John Street parking garage project is anticipated to decrease traffic volumes at the intersection of Congress Street with Valley Street by up to 14.2% for all peak hours with the exception of the PM peak hour of the proposed garage. The decrease in volumes is due to the removal of the existing employee garage on Gilman Street. The increase in traffic during the PM peak hour of the proposed garage is due to a greater amount of traffic being added to the intersection due to the new proposed garage than is being removed from the existing employee garage.

Capacity Analysis

GP completed capacity analyses for the driveway on St. John Street, the intersection of St. John Street with Congress Street, and the intersection of Congress Street with Valley Street using Synchro/SimTraffic computer analysis software. For the signalized intersections, the analysis is based on optimized timings but using the existing phasing. The intersection has been evaluated on a Level of Service scale 'A' through 'F'. Levels of service are ranked similar to the academic ranking system where an 'A' is very short control delays and an 'F' represents very poor traffic conditions. If the level of service falls below a 'D', an evaluation should be made to determine if mitigation is warranted. The following tables summarize the relationship between level of service and control delay per vehicle for both signalized and unsignalized intersections.



Level of Service Criteria for Unsignalized Intersections

Level of Service	Control Delay per Vehicle (sec)
A	Less than 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

Level of Service Criteria for Signalized Intersections

Level of Service	Control Delay per Vehicle (sec)
A	Less than 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

The capacity analysis was completed for the 2038 Predevelopment and Postdevelopment volumes for the peak hour of the generator. The intersection layout is based on the existing geometry on St. John Street and potential separate left and right turn lanes in the driveway. The results of the capacity analysis are based on the average of five SimTraffic runs and are summarized as follows. The detailed reports are attached.

Level of Service Summary

Approach	2038 Predevelopment		2038 Postdevelopment	
	AM	PM	AM	PM
St John / Driveway (U)				
Driveway EB	A	A	F	F
St John NB	A	A	F	A
St John SB	A	A	A	A
Overall	N/A	N/A	N/A	N/A
St John / Congress (S)				
Congress EB	A	A	B	B
Congress WB	A	A	B	A
St John NB	D	C	C	C
St John SB	C	C	D	C
Overall	B	B	C	B
Congress / Valley (S)				
Congress EB	A	A	A	A
Congress WB	B	B	B	C
Valley NB	B	B	B	B
Overall	A	B	B	B

(U) = Unsignalized, (S) = Signalized



As shown in the table the potential driveway on St. John Street is forecast to operate at low levels of service during the postdevelopment conditions. Additionally, the northbound approach operates at a low level of service during the AM peak hour due to the high volume of left turning vehicles.

The levels of service for some approaches of the Congress Street intersections are forecast to decrease slightly. However, they are still forecast to operate at acceptable levels of service. It should be noted that the Congress Street intersections currently operate with exclusive pedestrian phasing. This would be anticipated to lower the levels of service at the intersections when pedestrians are present.

Since the levels of service for the site driveway are anticipated to fall below a level of service 'D', mitigation options should be considered. Items such as signalization, turn lanes into or out of the site, and other items may be explored as potential mitigation items during the Traffic Movement Permit (TMP) and Traffic Impact Study (TIS) process.

Additional Parking Garage Exit

A secondary egress only may be considered for the St. John Street garage to improve site circulation and potential congestion exiting the garage. A location for the egress has not been selected and will require additional analysis during the TMP and TIS process.

Crash History

GP obtained the most recent three year crash report from MaineDOT for the area around the hospital, shown on the attached Node Map. The report is for the period from 2014-2016, the most recent period available at the time this assessment was prepared. To evaluate whether a location has a higher than average rate of crashes, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met in order to be classified as an HCL.

1. A critical rate factor (CRF) of 1.00 or more for a three year period. A CRF compares the actual crash rate to the rate for similar intersections in the state. A CRF of less than 1.00 indicates a rate of less than average, **and:**
2. A minimum of eight crashes over the same three year period.



Based on the crash data provided by MaineDOT, there are five HCLs in the vicinity of the site. The following table summarizes the location, CRF, and number of crashes for each HCL.

High Crash Location Summary

Location	CRF	# of Crashes
Nodes		
Bramhall / Congress / Deering (Signalized)	1.05	26
Congress / Gilman (Unsignalized)	3.81	22
Park / Valley (Unsignalized)	1.53	8
Segments		
Congress from Weymouth to Forest	1.37	9
St. John from Congress to Non Int. St. John	2.94	28

These high cash locations will be evaluated in detail in the Traffic Movement Permit Application and Traffic Impact Study process.

Conclusions

The following is a summary of the conclusions:

1. The St. John parking garage is proposed to add approximately 2055 parking spaces to the existing site and is forecast to generate an additional approximately 1069 and approximately 1138 trip ends during the AM and PM peak hours of the garage respectively.
2. The St. John parking garage is proposed to add approximately 400 trip ends 467 trip ends during the AM and PM peak hours of the adjacent roadway network.
3. The capacity analysis shows that the site driveway and northbound St. John Street would operate at low levels of service during the postdevelopment conditions. The Congress Street intersections are forecast to operate at acceptable levels of service.
4. Potential mitigation items such as signalization and turn lanes may be explored during the TMP and TIS process.
5. A second egress from the proposed St. John Garage may be explored during the TMP and TIS process.
6. Overall, the proposed 222 St. John Street parking garage is forecast to impact the site driveway and St. John Street. The parking garage is not forecast to have a significant impact on the operation of the Congress Street intersections. Further analysis would be required to determine the project's impact on additional areas of the adjacent roadway network.

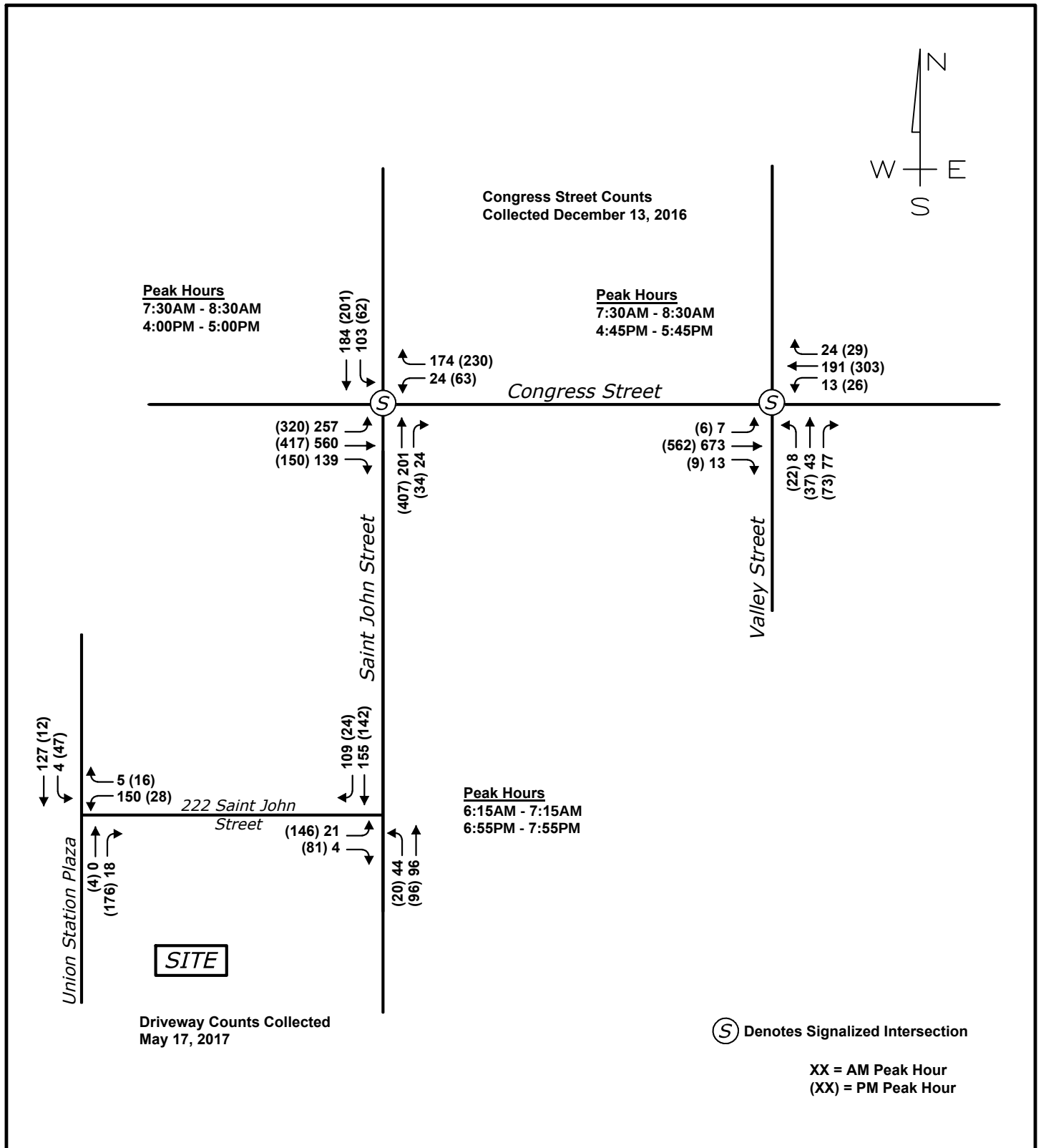


7. Based on crash data provided by MaineDOT there are five high crash locations in the vicinity of the site. These will be explored in depth during the Traffic Movement Permit and Traffic Impact Study process.

Attachments

- Turning movement figures
- ITE Trip Generation Calculations
- VHB Travelshed Figure
- Expanded Trip Assignment
- Capacity Analysis Results
- Node Map, Crash Report

Turning Movement Figures

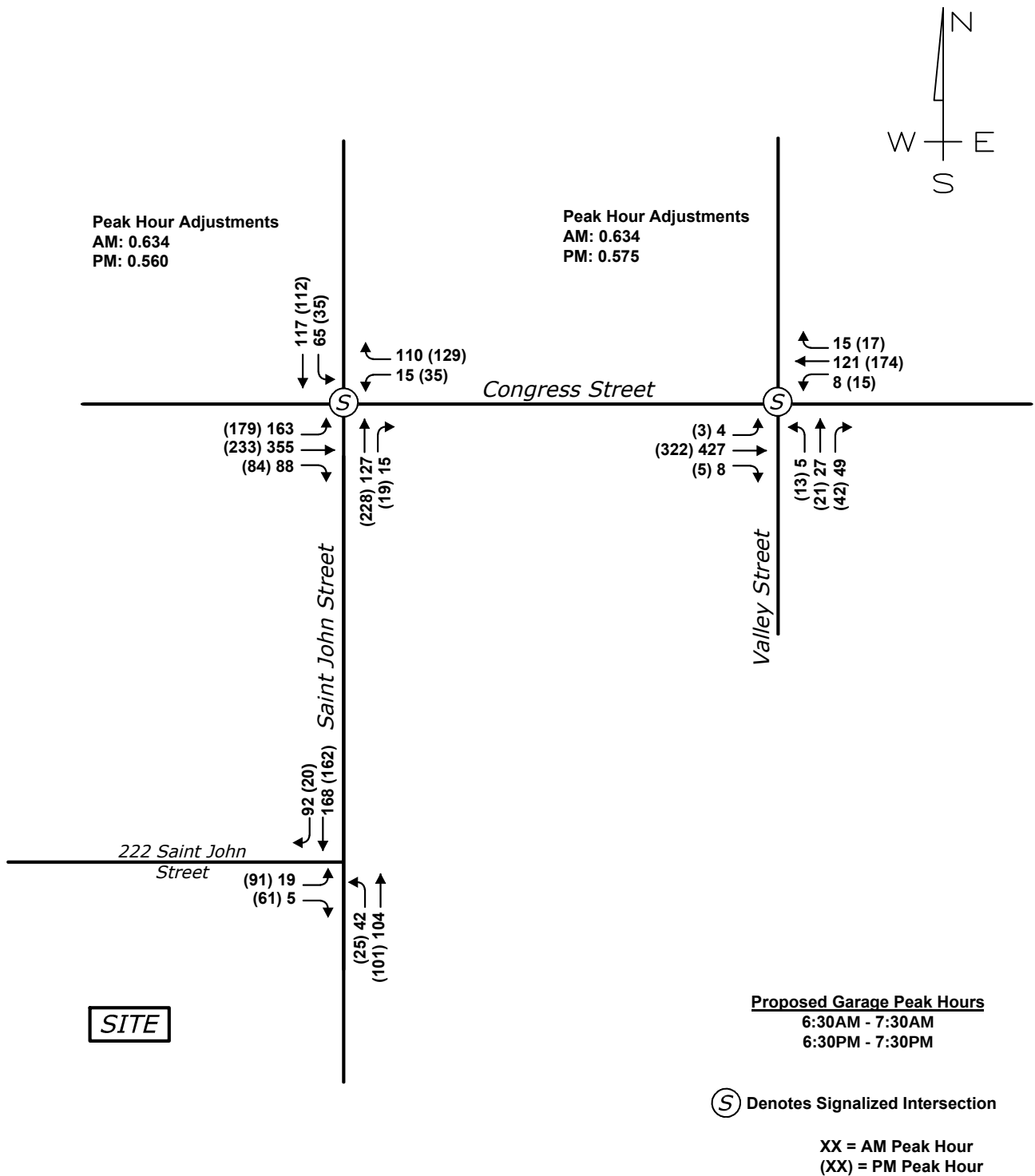


MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE

Proposed Garage Forecast Peak Hour

Figure No.

3



MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE

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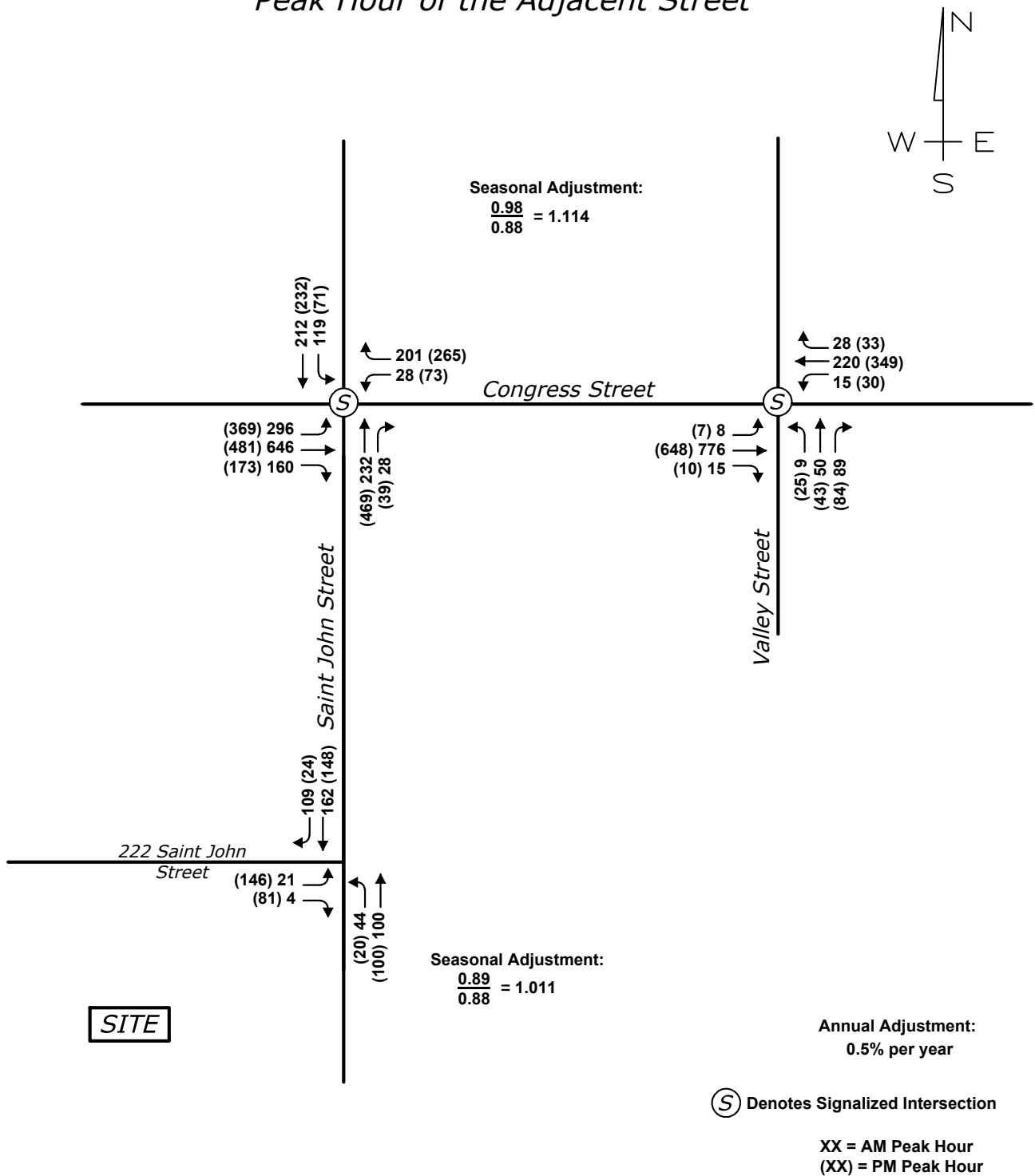
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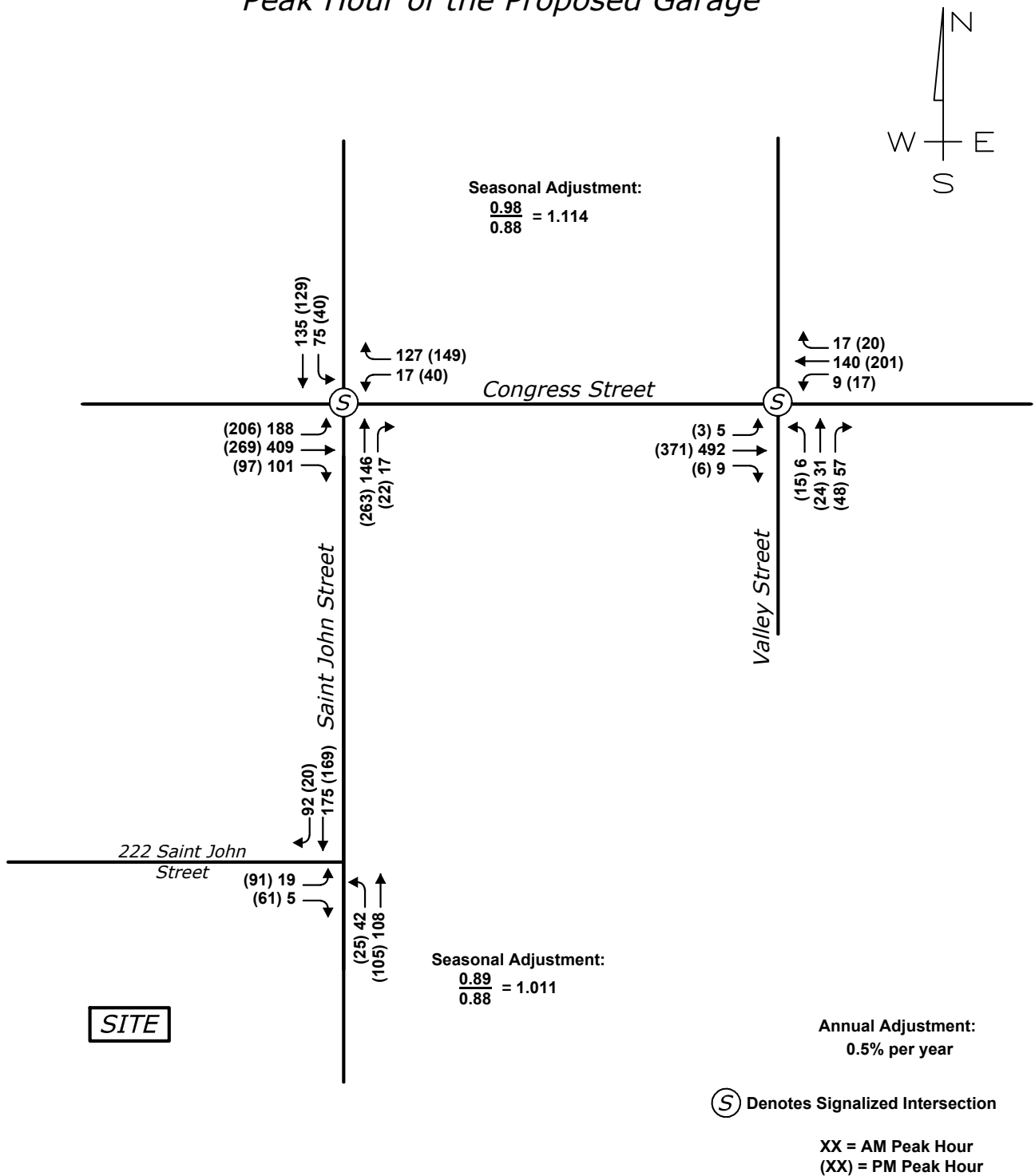
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Peak Hour of the Adjacent Street



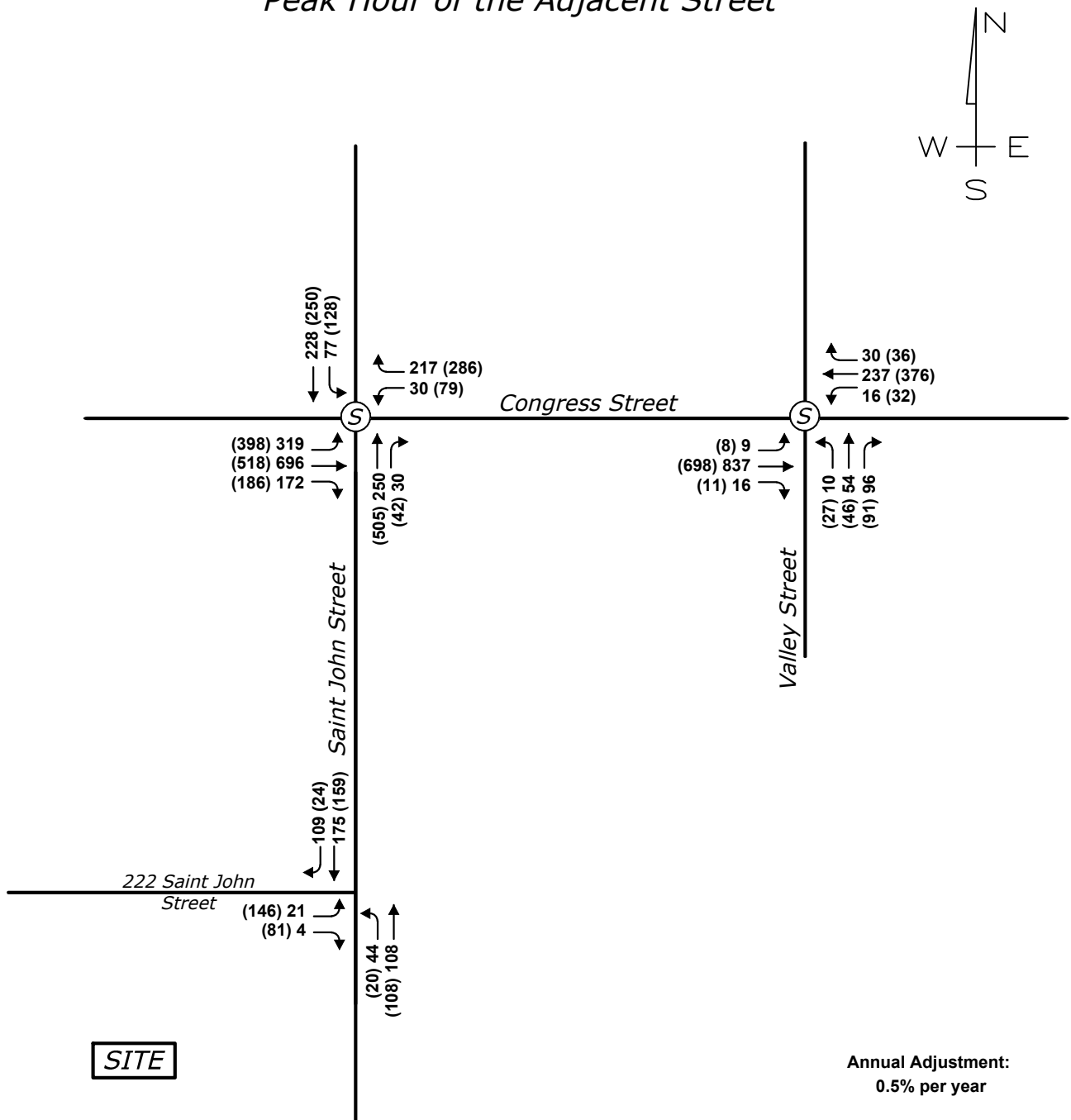
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Peak Hour of the Proposed Garage



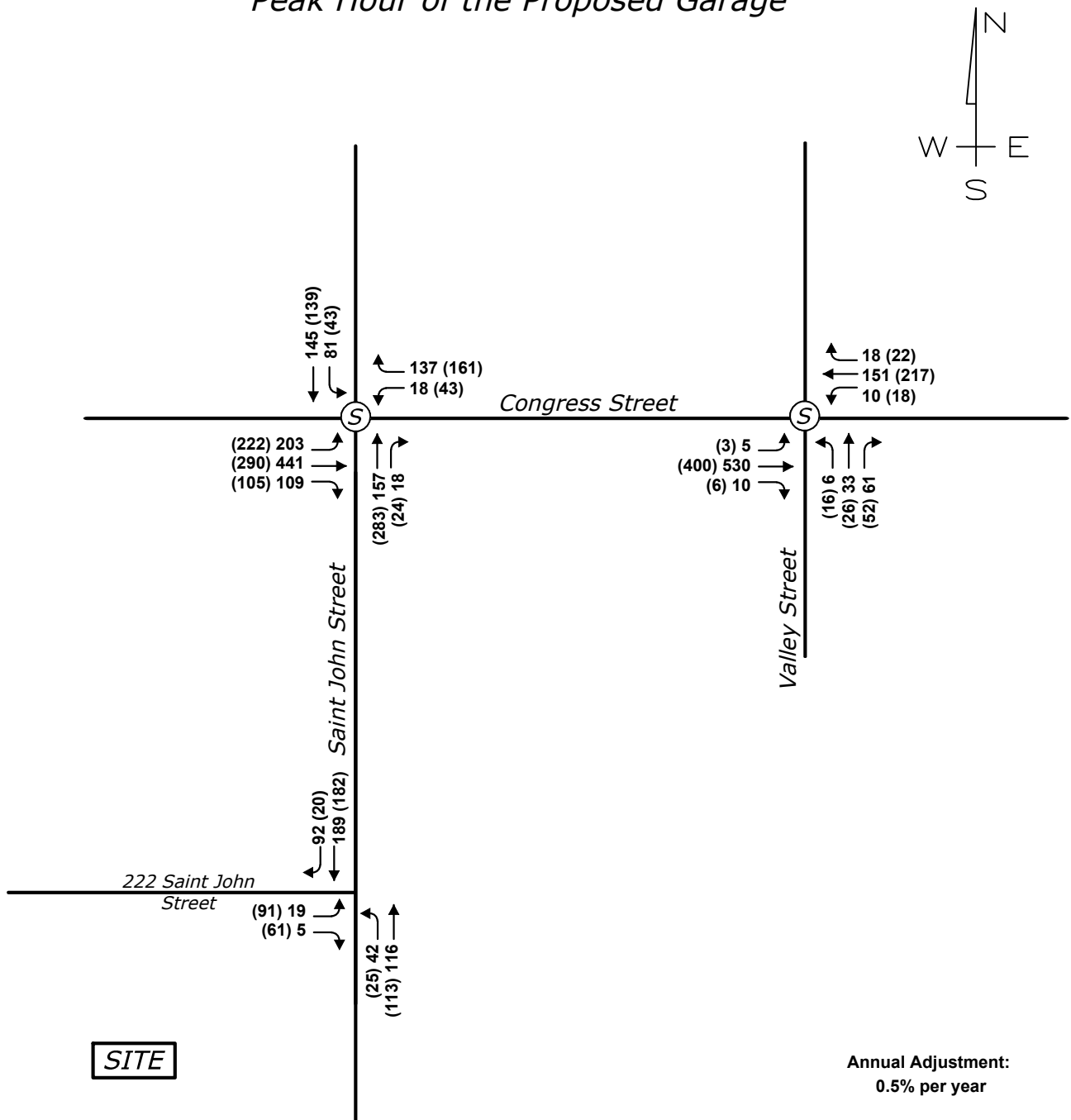
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Peak Hour of the Adjacent Street



MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE

Peak Hour of the Proposed Garage

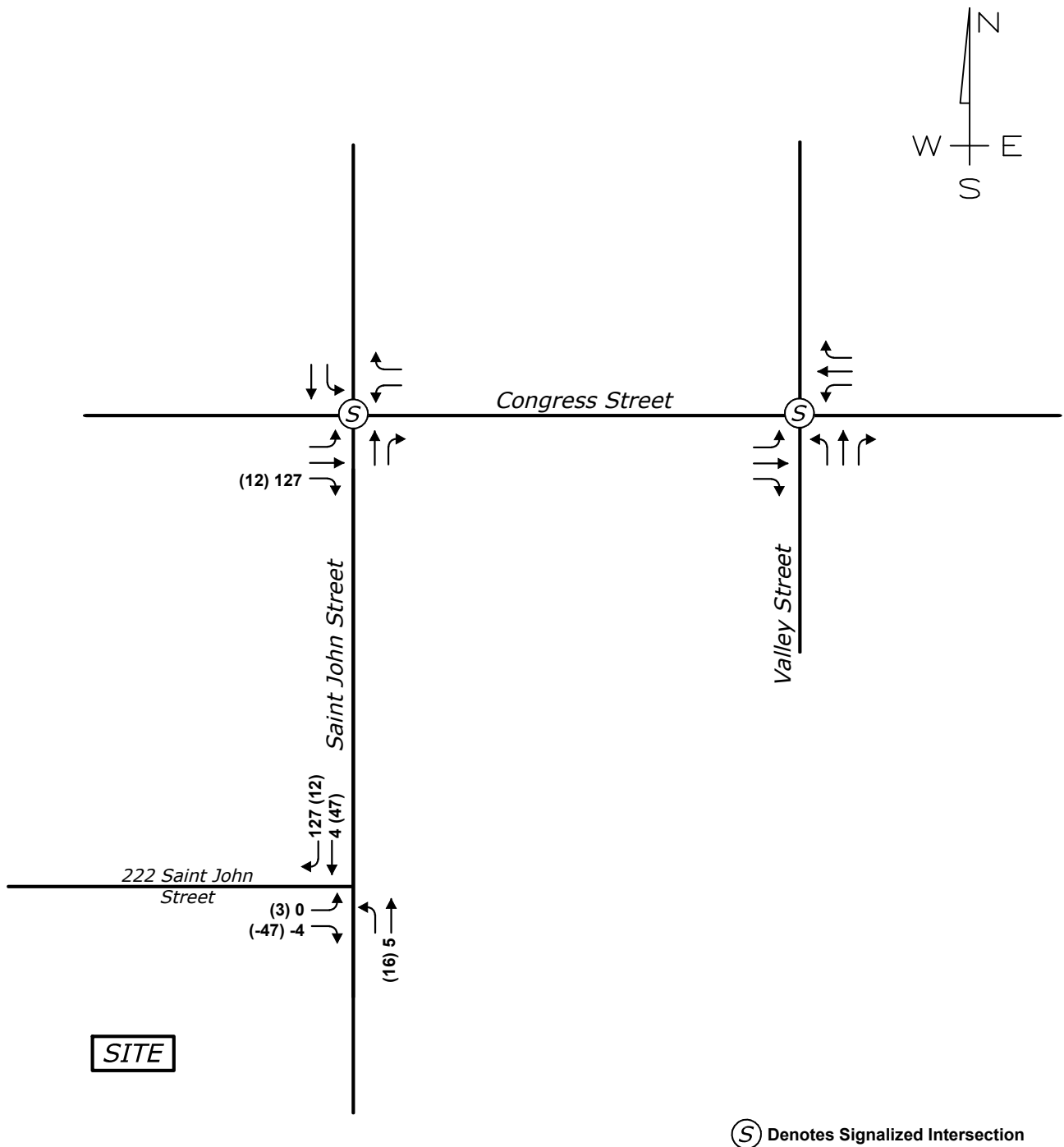


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Redistributed Union Station Traffic

Figure No.

8



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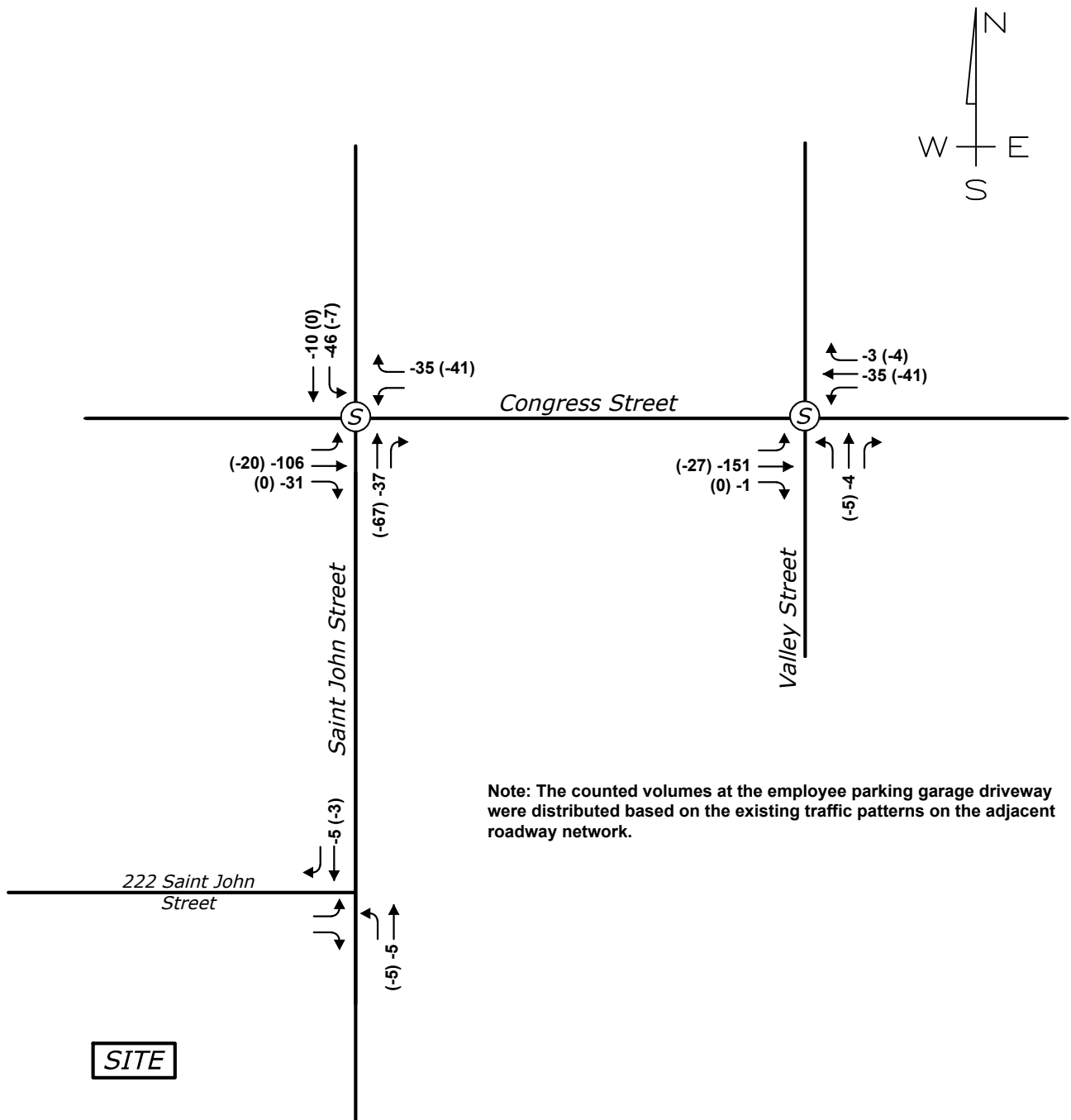
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Redistributed Employee Garage Traffic

Figure No.

9



Ⓢ Denotes Signalized Intersection

XX = AM Peak Hour
(XX) = PM Peak Hour

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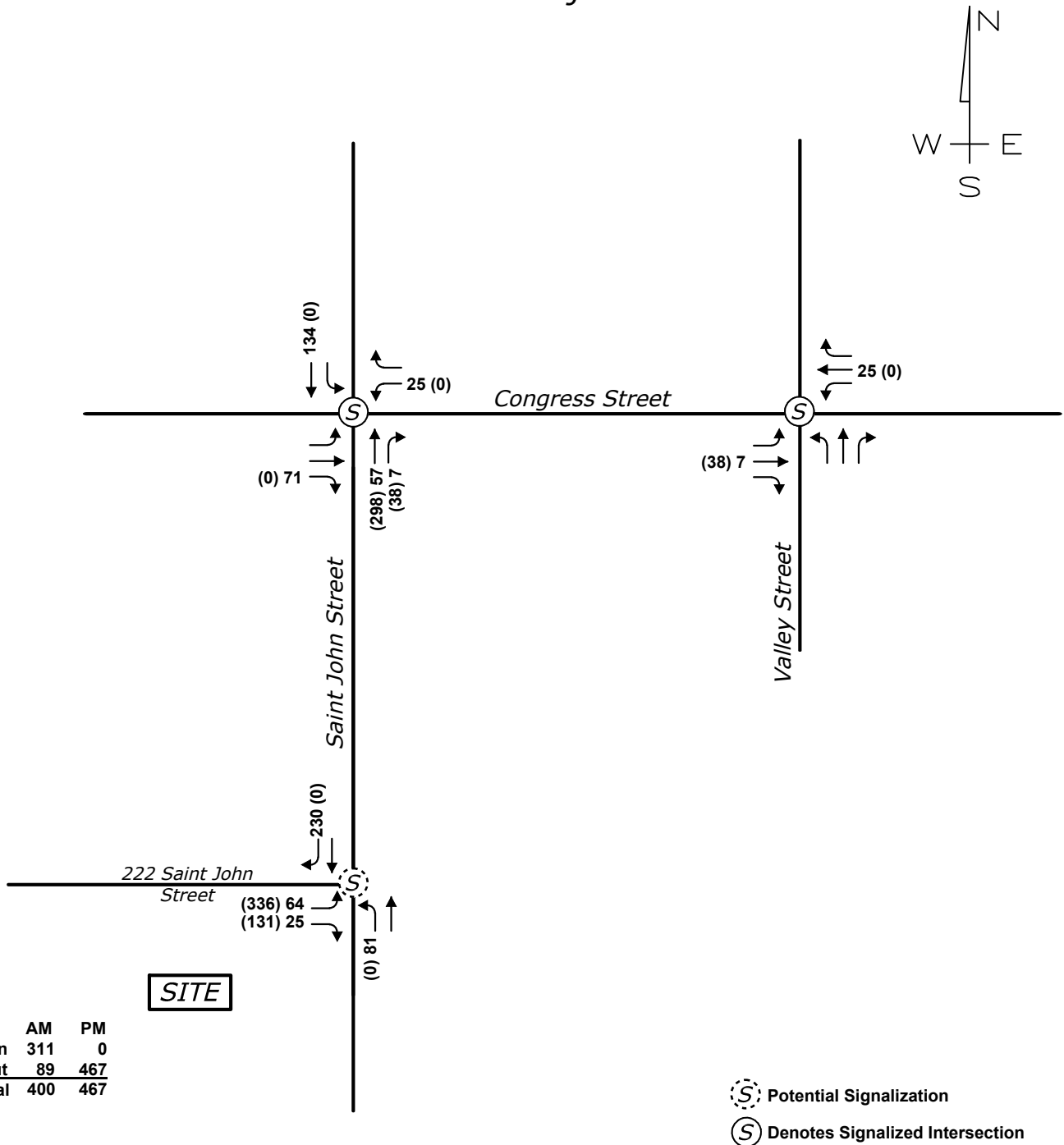
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Saint John Street Garage Trip Assignment

Figure No. **10**

Peak Hour of the Adjacent Street



	AM	PM
In	311	0
Out	89	467
Total	400	467

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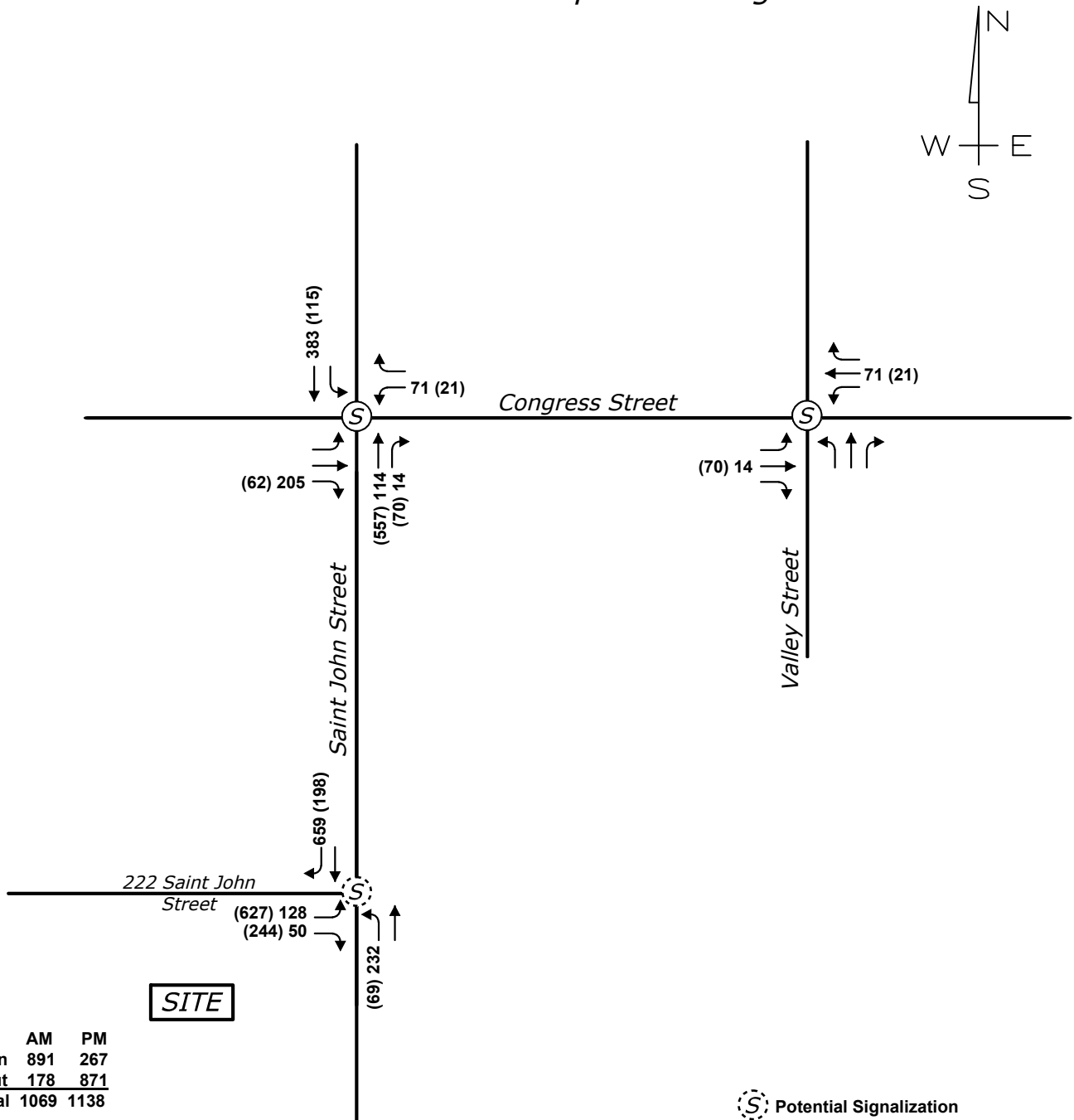
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Saint John Street Garage Trip Assignment

Figure No. 11

Peak Hour of the Proposed Garage



SITE

	AM	PM
In	891	267
Out	178	871
Total	1069	1138

⊙ Potential Signalization
 ⊙ Denotes Signalized Intersection

XX = AM Peak Hour
 (XX) = PM Peak Hour

MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE

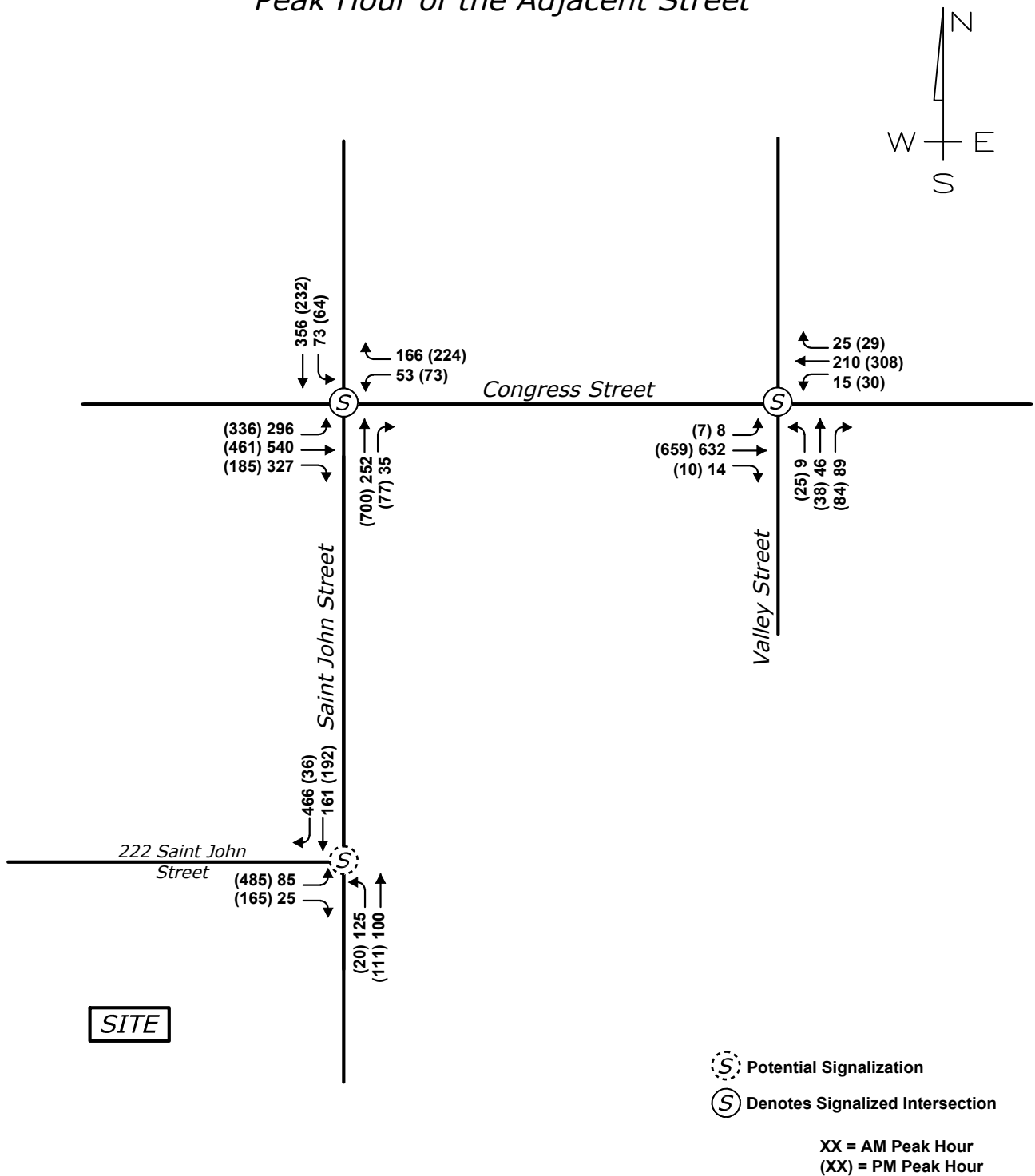
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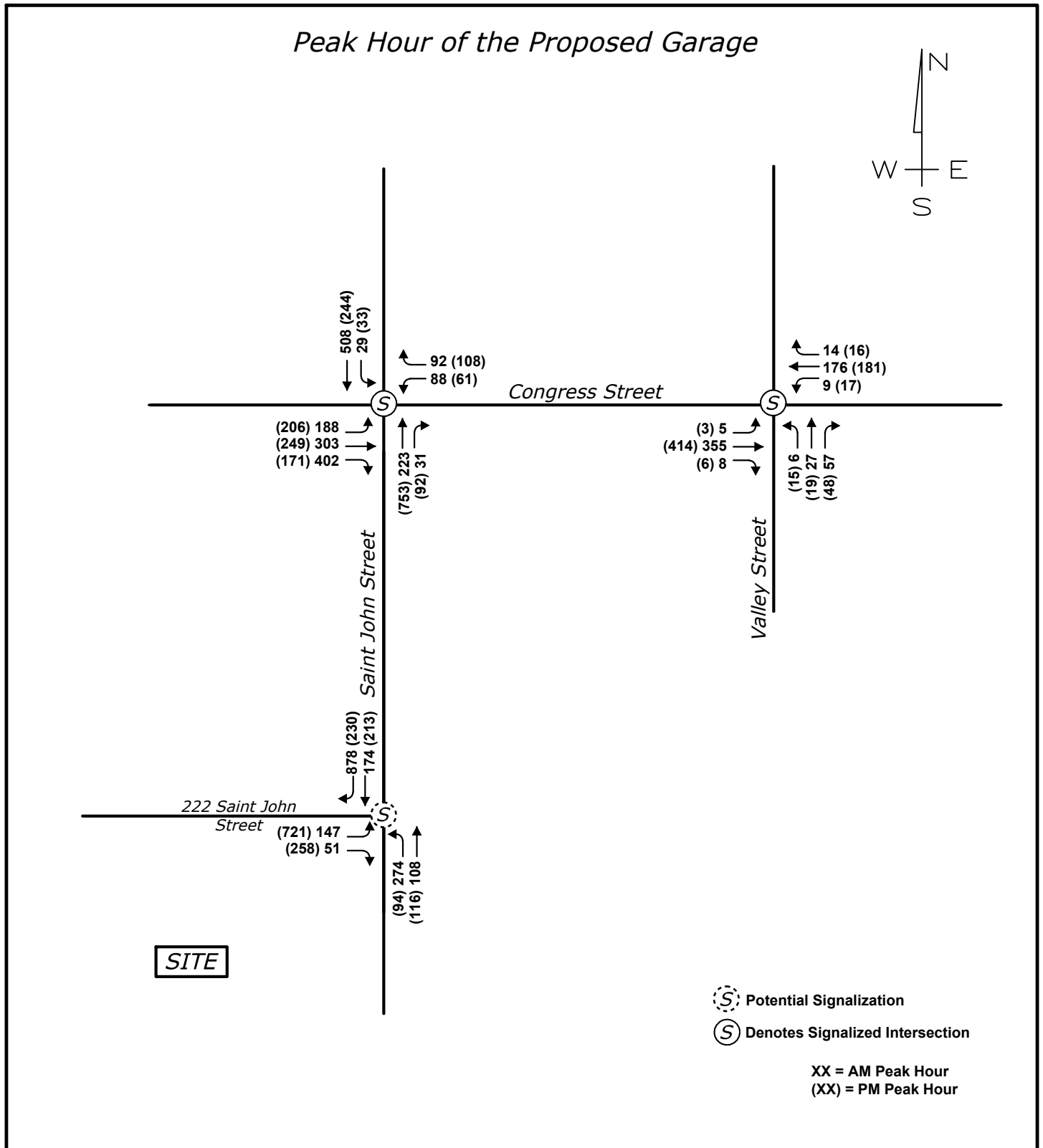
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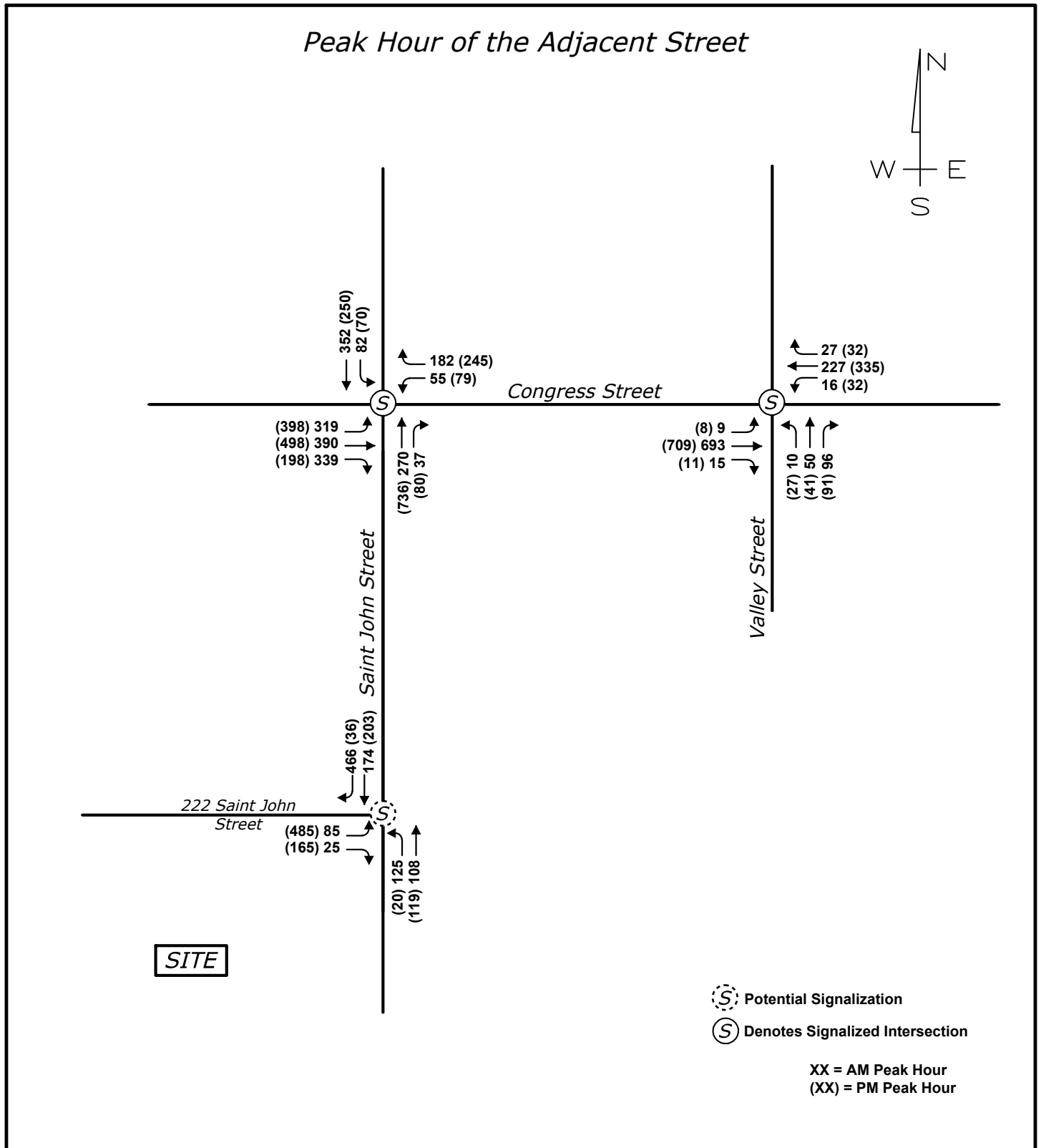
Peak Hour of the Adjacent Street



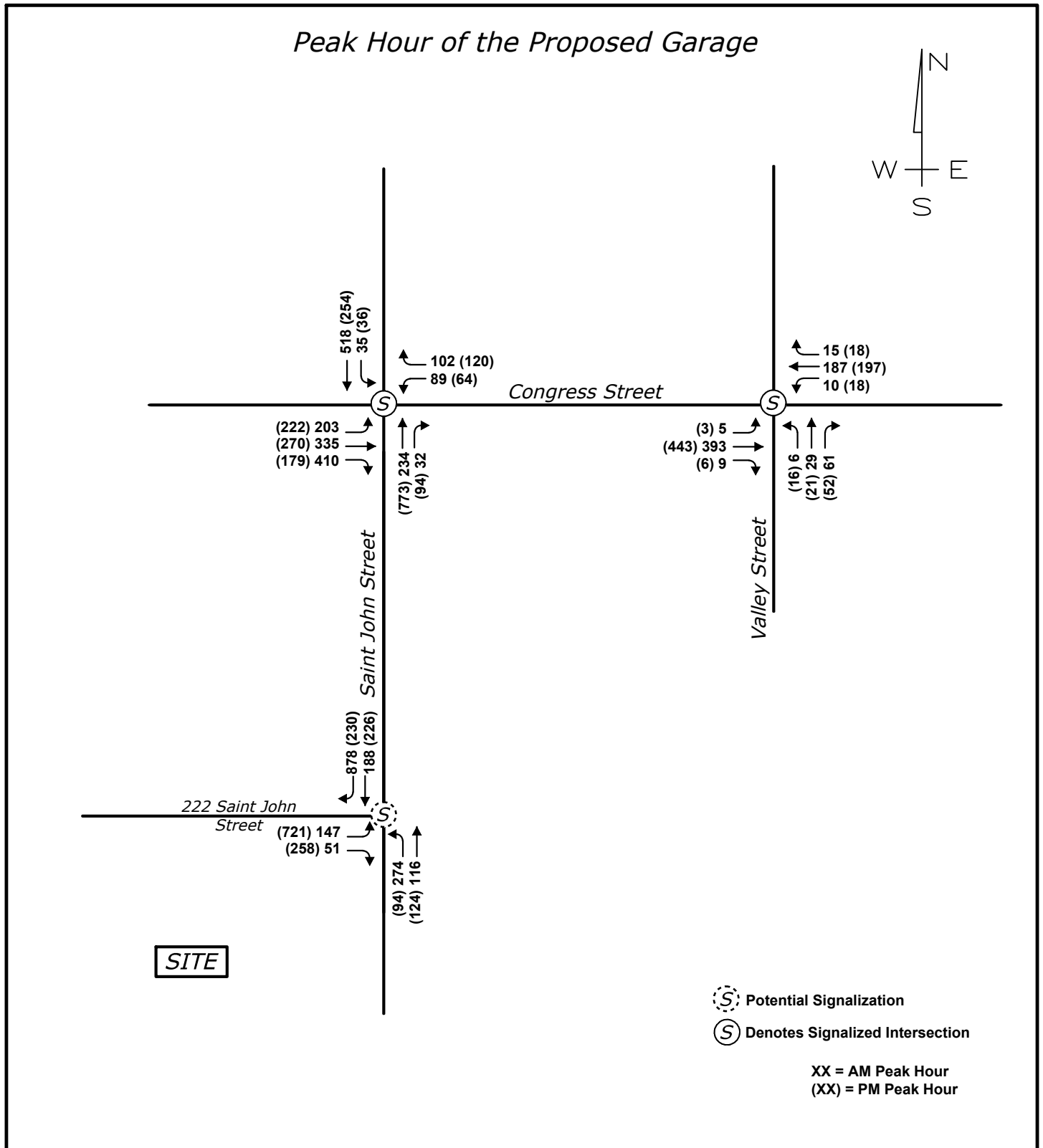
MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE



MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE



MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE



MAINE MEDICAL CENTER EXPANSION PORTLAND, MAINE

ITE Trip Generation Calculations

JN: 2866.01
 Project Description: MMC Expansion
 Project Location: Portland, Maine
 Date: 04/18/17

Gorrill Palmer
 707 Sable Oaks Drive
 Suite 30
 South Portland, Maine 04106

**Hospital
 Land Use Code (LUC) 610**

Expansion Size:
Gross Floor Area (ft²): 345,000

Fitted Curve:

Time Period	ITE Trip Rate	Trip Ends	Directional Split IN OUT	Directional Distribution IN OUT	Sample Size/R ²
Weekday	T = 10.01 (X) + 2209.31	5663	50% 50%	2832 2831	14/.84
AM Peak Adjacent Street	T = 0.91 (X) + 145.24	459	67% 33%	308 151	7/.68
PM Peak Adjacent Street	T = 0.71 (X) + 233.89	479	33% 67%	158 321	7/.58
AM Peak of Generator	T = 1.00 (X) + 160.90	506	63% 37%	319 187	5/.78
PM Peak of Generator	T = 0.77 (X) + 249.13	515	38% 62%	196 319	9/.53
Saturday	T = 5.04 (X) + 2045.63	3784	50% 50%	1892 1892	13/.82
Saturday Peak of Generator	Not Given	-	50% 50%	- -	3

Average Rate:

Time Period	ITE Trip Rate	Trip Ends	Directional Split IN OUT	Directional Distribution IN OUT	Sample Size
Weekday	T = 17.57 (X)	6062	50% 50%	3031 3031	14/.84
AM Peak Adjacent Street	T = 1.20 (X)	414	67% 33%	277 137	7/.68
PM Peak Adjacent Street	T = 1.18 (X)	407	33% 67%	134 273	7/.58
AM Peak of Generator	T = 1.47 (X)	507	63% 37%	319 188	5/.78
PM Peak of Generator	T = 1.61 (X)	555	38% 62%	211 344	9/.53
Saturday	T = 11.73 (X)	4047	50% 50%	2024 2023	13/.82
Saturday Peak of Generator	T = 2.26 (X)	780	50% 50%	390 390	3

JN: 2866.01
 Project Description: Maine Medical Center
 Project Location: Portland, Maine
 Date: 02/22/17

Gorrill-Palmer Consulting Engineers, Inc.
 707 Sable Oaks Drive
 South Portland
 Maine 04106

Hospital
Land Use Code (LUC) 610

Employees 4,595

Fitted Curve:

Time Period	ITE Trip Rate	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	Sample Size/R2
Weekday	$T = 4.40 (X) + 711.46$	20929	50% 50%	10465 10464	19/.77
AM Peak Adjacent Street	$T = 0.32 (X) + 35.15$	1506	80% 20%	1205 301	9/.77
PM Peak Adjacent Street	$T = 0.28 (X) + 75.75$	1362	35% 65%	477 885	8/.69
AM Peak of Generator	$T = 0.33 (X) + 66.57$	1583	65% 35%	1029 554	8/.83
PM Peak of Generator	$T = 0.36 (X) + 97.41$	1752	40% 60%	701 1051	15/.73
Saturday	$T = 2.95 (X) + 691.43$	14247	50% 50%	7124 7123	15/.84
Saturday Peak of Generator	Not given	-	55% 45%	- -	4

* Percentages rounded to nearest 5%

Average Rate:

Time Period	ITE Trip Rate	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	Sample Size
Weekday	$T = 5.2 (X)$	23894	50% 50%	11947 11947	19
AM Peak Adjacent Street	$T = 0.34 (X)$	1562	80% 20%	1250 312	9
PM Peak Adjacent Street	$T = 0.33 (X)$	1516	35% 65%	531 985	8
AM Peak of Generator	$T = 0.39 (X)$	1792	65% 35%	1165 627	8
PM Peak of Generator	$T = 0.47 (X)$	2160	40% 60%	864 1296	15
Saturday	$T = 3.78 (X)$	17369	50% 50%	8685 8684	15
Saturday Peak of Generator	$T = 0.53 (X)$	2435	55% 45%	1339 1096	4

* Percentages rounded to nearest 5%

JN: 2866.01
 Project Description: Maine Medical Center
 Project Location: Portland, Maine
 Date: 07/12/17

Gorrill-Palmer Consulting Engineers, Inc.
 707 Sable Oaks Drive
 South Portland
 Maine 04106

Hospital
Land Use Code (LUC) 610

Employees 4,919

Fitted Curve:

Time Period	ITE Trip Rate	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	Sample Size/R2
Weekday	$T = 4.40 (X) + 711.46$	22355	50% 50%	11178 11177	19/.77
AM Peak Adjacent Street	$T = 0.32 (X) + 35.15$	1609	80% 20%	1287 322	9/.77
PM Peak Adjacent Street	$T = 0.28 (X) + 75.75$	1453	35% 65%	509 944	8/.69
AM Peak of Generator	$T = 0.33 (X) + 66.57$	1690	65% 35%	1099 591	8/.83
PM Peak of Generator	$T = 0.36 (X) + 97.41$	1868	40% 60%	747 1121	15/.73
Saturday	$T = 2.95 (X) + 691.43$	15202	50% 50%	7601 7601	15/.84
Saturday Peak of Generator	Not given	-	55% 45%	- -	4

* Percentages rounded to nearest 5%

Average Rate:

Time Period	ITE Trip Rate	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	Sample Size
Weekday	$T = 5.2 (X)$	25579	50% 50%	12790 12789	19
AM Peak Adjacent Street	$T = 0.34 (X)$	1672	80% 20%	1338 334	9
PM Peak Adjacent Street	$T = 0.33 (X)$	1623	35% 65%	568 1055	8
AM Peak of Generator	$T = 0.39 (X)$	1918	65% 35%	1247 671	8
PM Peak of Generator	$T = 0.47 (X)$	2312	40% 60%	925 1387	15
Saturday	$T = 3.78 (X)$	18594	50% 50%	9297 9297	15
Saturday Peak of Generator	$T = 0.53 (X)$	2607	55% 45%	1434 1173	4

* Percentages rounded to nearest 5%

JN: 2866.01
 Project Description: laine Medical Center Expansion
 Project Location: Portland, Maine
 Date: 07/12/17

Gorrill Palmer
 707 Sable Oaks Drive
 Suite 30
 South Portland, Maine 04106

**Hospital
 Land Use Code (LUC) 610**

Expansion Size:
Gross Floor Area (ft²): 420,000

Fitted Curve:

Time Period	ITE Trip Rate	Trip Ends	Directional Split IN OUT	Directional Distribution IN OUT	Sample Size/R ²
Weekday	T = 10.01 (X) + 2209.31	6414	50% 50%	3207 3207	14/.84
AM Peak Adjacent Street	T = 0.91 (X) + 145.24	527	67% 33%	353 174	7/.68
PM Peak Adjacent Street	T = 0.71 (X) + 233.89	532	33% 67%	176 356	7/.58
AM Peak of Generator	T = 1.00 (X) + 160.90	581	63% 37%	366 215	5/.78
PM Peak of Generator	T = 0.77 (X) + 249.13	573	38% 62%	218 355	9/.53
Saturday	T = 5.04 (X) + 2045.63	4162	50% 50%	2081 2081	13/.82
Saturday Peak of Generator	Not Given	-	50% 50%	- -	3

Average Rate:

Time Period	ITE Trip Rate	Trip Ends	Directional Split IN OUT	Directional Distribution IN OUT	Sample Size
Weekday	T = 17.57 (X)	7379	50% 50%	3690 3689	14/.84
AM Peak Adjacent Street	T = 1.20 (X)	504	67% 33%	338 166	7/.68
PM Peak Adjacent Street	T = 1.18 (X)	496	33% 67%	164 332	7/.58
AM Peak of Generator	T = 1.47 (X)	617	63% 37%	389 228	5/.78
PM Peak of Generator	T = 1.61 (X)	676	38% 62%	257 419	9/.53
Saturday	T = 11.73 (X)	4927	50% 50%	2464 2463	13/.82
Saturday Peak of Generator	T = 2.26 (X)	949	50% 50%	475 474	3

JN: 2866.01
 Project Description: Maine Medical Center
 Project Location: Portland, Maine
 Date: 07/12/17

Gorrill-Palmer Consulting Engineers, Inc.
 707 Sable Oaks Drive
 South Portland
 Maine 04106

Hospital
Land Use Code (LUC) 610

Employees 5,313

Fitted Curve:

Time Period	ITE Trip Rate	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	Sample Size/R2
Weekday	$T = 4.40 (X) + 711.46$	24089	50% 50%	12045 12044	19/.77
AM Peak Adjacent Street	$T = 0.32 (X) + 35.15$	1735	80% 20%	1388 347	9/.77
PM Peak Adjacent Street	$T = 0.28 (X) + 75.75$	1563	35% 65%	547 1016	8/.69
AM Peak of Generator	$T = 0.33 (X) + 66.57$	1820	65% 35%	1183 637	8/.83
PM Peak of Generator	$T = 0.36 (X) + 97.41$	2010	40% 60%	804 1206	15/.73
Saturday	$T = 2.95 (X) + 691.43$	16365	50% 50%	8183 8182	15/.84
Saturday Peak of Generator	Not given	-	55% 45%	- -	4

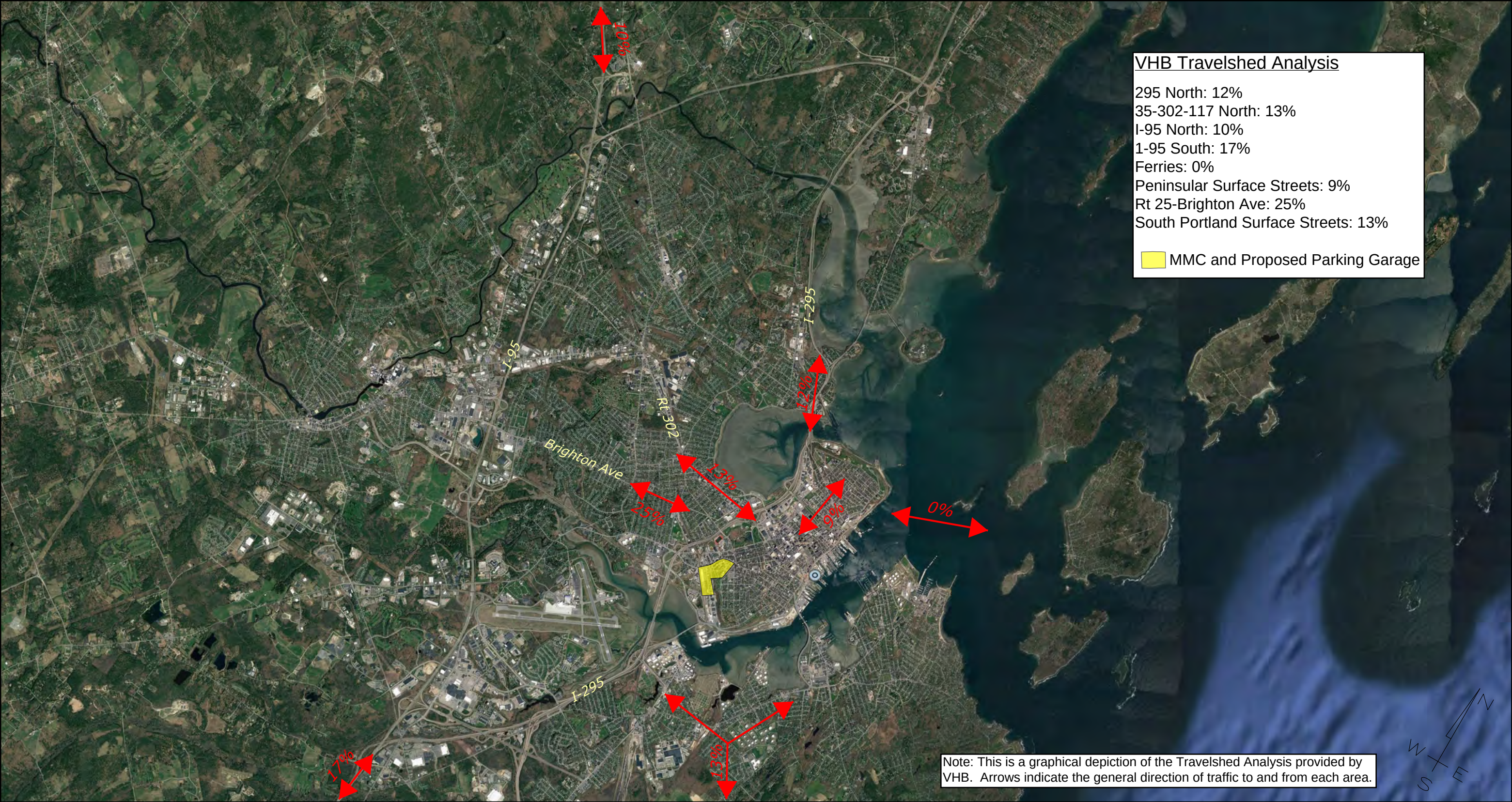
* Percentages rounded to nearest 5%

Average Rate:

Time Period	ITE Trip Rate	Trip Ends	Directional Split* IN OUT	Directional Distribution IN OUT	Sample Size
Weekday	$T = 5.2 (X)$	27628	50% 50%	13814 13814	19
AM Peak Adjacent Street	$T = 0.34 (X)$	1806	80% 20%	1445 361	9
PM Peak Adjacent Street	$T = 0.33 (X)$	1753	35% 65%	614 1139	8
AM Peak of Generator	$T = 0.39 (X)$	2072	65% 35%	1347 725	8
PM Peak of Generator	$T = 0.47 (X)$	2497	40% 60%	999 1498	15
Saturday	$T = 3.78 (X)$	20083	50% 50%	10042 10041	15
Saturday Peak of Generator	$T = 0.53 (X)$	2816	55% 45%	1549 1267	4

* Percentages rounded to nearest 5%

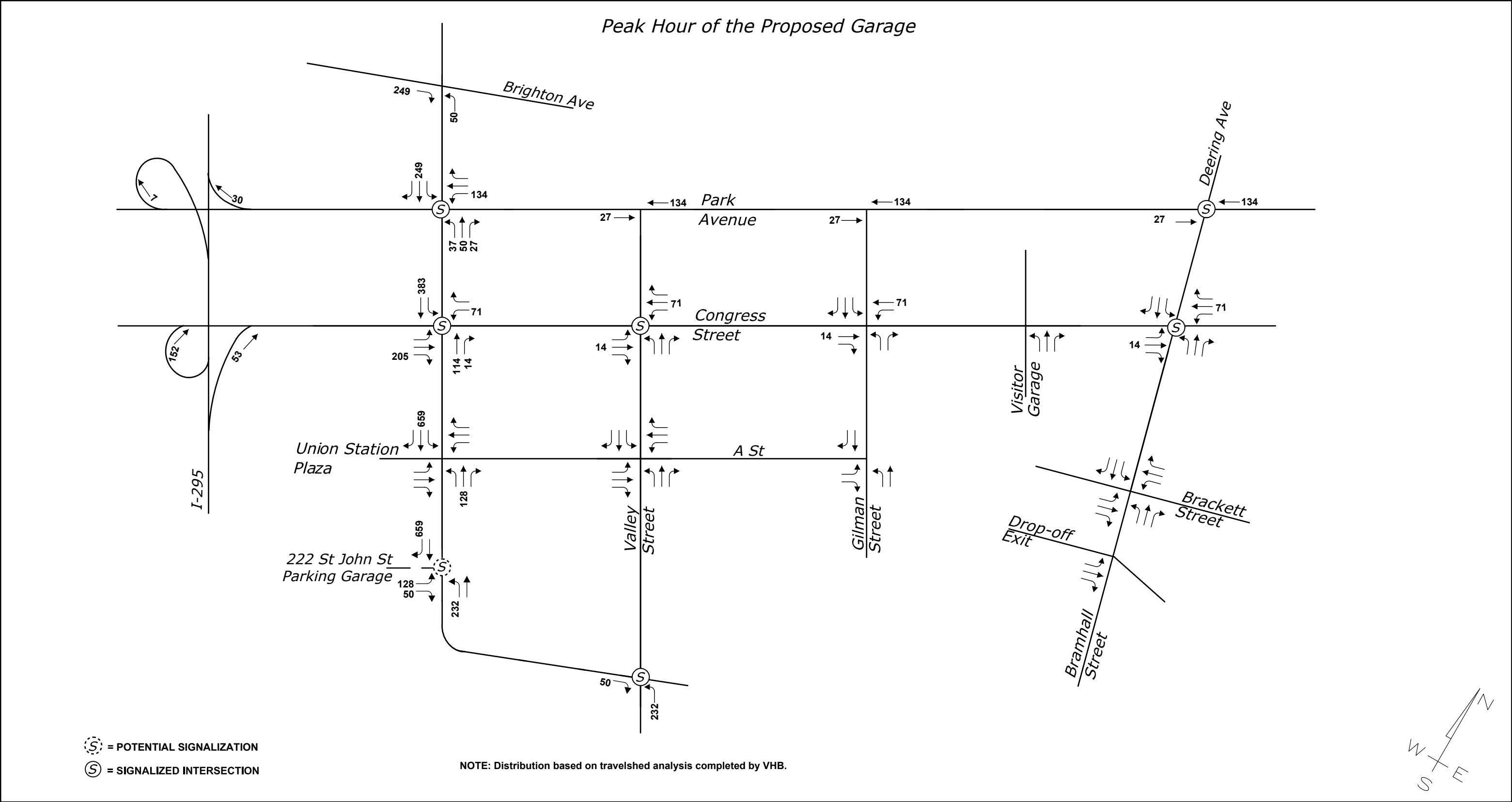
VHB Travelshed Figure



Maine Medical Center Expansion
PORTLAND, MAINE

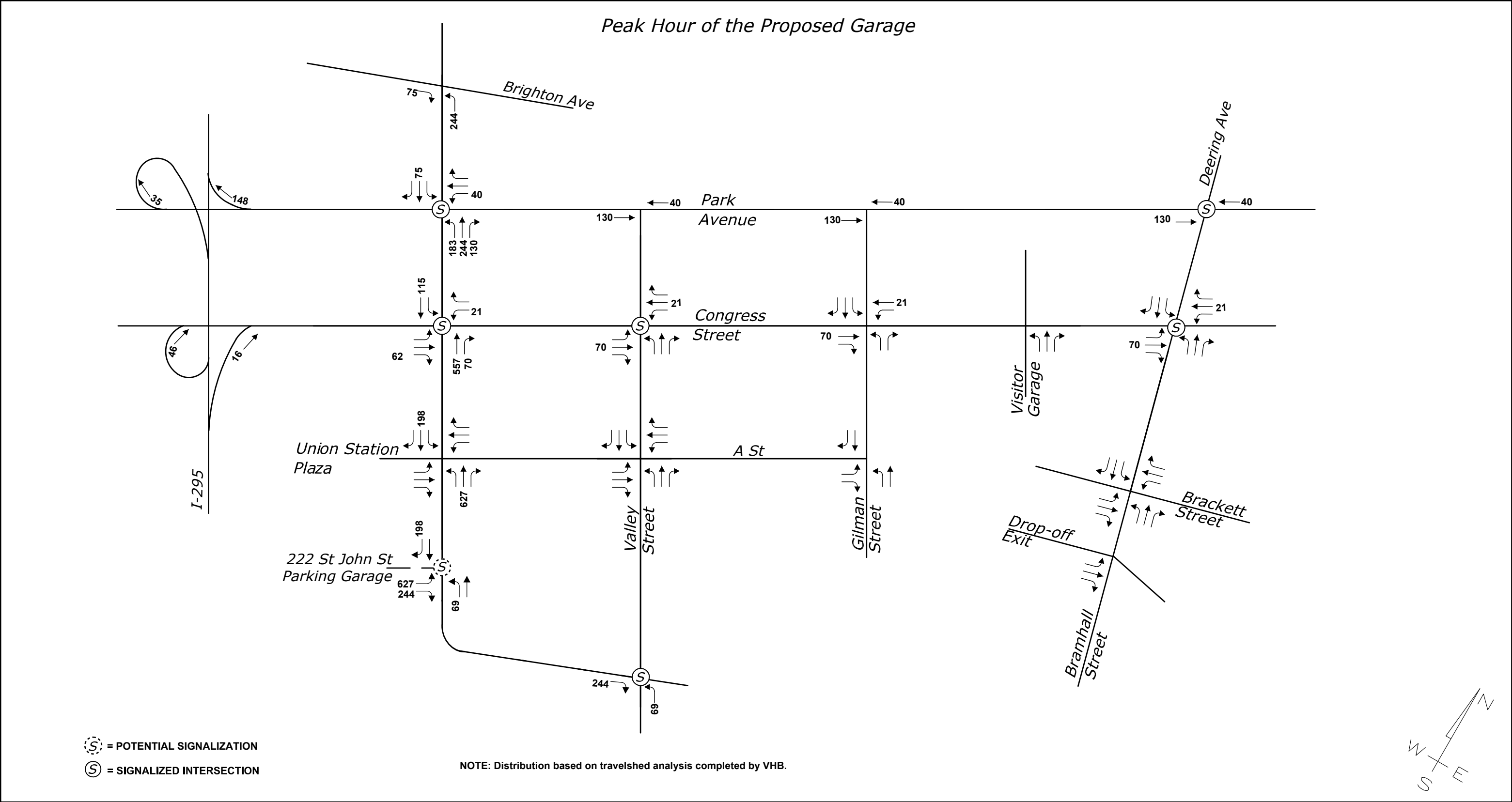
Expanded Trip Assignment

Potential St. John Street Parking Garage Trip Assignment AM Peak Hour



Maine Medical Center Expansion
PORTLAND, MAINE

Potential St. John Street Parking Garage Trip Assignment PM Peak Hour



Maine Medical Center Expansion
PORTLAND, MAINE

Capacity Analysis Results

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1492	1509	1493	1455	1482	1487
Vehs Exited	1498	1515	1489	1474	1481	1491
Starting Vehs	20	23	19	32	25	22
Ending Vehs	14	17	23	13	26	16
Denied Entry Before	0	1	0	0	2	0
Denied Entry After	1	1	0	0	1	0
Travel Distance (mi)	418	420	414	407	418	415
Travel Time (hr)	24.4	24.3	24.5	24.4	25.5	24.6
Total Delay (hr)	9.1	8.9	9.4	9.5	10.2	9.4
Total Stops	992	967	1038	1027	1102	1024
Fuel Used (gal)	17.5	17.6	17.5	17.4	17.9	17.6

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	1492	1509	1493	1455	1482	1487
Vehs Exited	1498	1515	1489	1474	1481	1491
Starting Vehs	20	23	19	32	25	22
Ending Vehs	14	17	23	13	26	16
Denied Entry Before	0	1	0	0	2	0
Denied Entry After	1	1	0	0	1	0
Travel Distance (mi)	418	420	414	407	418	415
Travel Time (hr)	24.4	24.3	24.5	24.4	25.5	24.6
Total Delay (hr)	9.1	8.9	9.4	9.5	10.2	9.4
Total Stops	992	967	1038	1027	1102	1024
Fuel Used (gal)	17.5	17.6	17.5	17.4	17.9	17.6

3: Driveway & St. John Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.1	0.2	0.0	0.1
Total Del/Veh (s)	6.0	1.6	2.3	2.2
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

5: St. John Street & Congress St Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.9	0.0	0.1	0.2	0.6
Total Del/Veh (s)	8.3	7.8	38.3	34.5	16.6
Denied Entry Before	0	0	0	0	0
Denied Entry After	0	0	0	0	0

8: Congress St & Valley St Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.1	0.4	2.6	0.5
Total Del/Veh (s)	7.2	13.0	19.6	10.0
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

Total Network Performance

Denied Del/Veh (s)		0.8
Total Del/Veh (s)		21.7
Denied Entry Before		0
Denied Entry After		0

Intersection: 3: Driveway & St. John Street

Movement	EB	NB	SB
Directions Served	LR	LT	TR
Maximum Queue (ft)	35	69	9
Average Queue (ft)	15	13	0
95th Queue (ft)	41	47	4
Link Distance (ft)	190	818	653
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: St. John Street & Congress St

Movement	EB	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	R	L	R	T	TR	L	T
Maximum Queue (ft)	148	248	116	75	151	147	131	166	182
Average Queue (ft)	53	108	26	12	61	71	48	54	73
95th Queue (ft)	116	201	76	50	116	123	104	118	143
Link Distance (ft)	587	587			171	653		252	252
Upstream Blk Time (%)					0			0	
Queuing Penalty (veh)					0			0	
Storage Bay Dist (ft)			290	80			175		
Storage Blk Time (%)		0	0	0	2	0	0		
Queuing Penalty (veh)		0	0	0	0	0	0		

Intersection: 8: Congress St & Valley St

Movement	EB	EB	WB	WB	NB	NB
Directions Served	L	TR	L	TR	LT	R
Maximum Queue (ft)	50	184	65	167	82	74
Average Queue (ft)	3	91	8	60	26	28
95th Queue (ft)	20	163	34	131	63	55
Link Distance (ft)		171		785	570	
Upstream Blk Time (%)		2				
Queuing Penalty (veh)		9				
Storage Bay Dist (ft)	40		60			110
Storage Blk Time (%)	0	20	0	8	0	
Queuing Penalty (veh)	1	1	0	1	0	

Network Summary

Network wide Queuing Penalty: 13

Intersection: 5: St. John Street & Congress St

Phase	1	2	3	4	5	6	7	8	9
Movement(s) Served	EBL	WBL	SBL	NBT	WBL	EBTL	NBL	SBT	Ped
Maximum Green (s)	12.0	24.0	7.0	13.0	5.0	31.0	4.0	16.0	20.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Recall	None	C-Min	None	None	None	C-Min	None	None	None
Avg. Green (s)	10.7	51.7	10.2	11.8	5.5	63.8	0.0	25.0	0.0
g/C Ratio	-0.01	NA	-0.01	NA	-0.01	NA	-0.01	NA	-0.01
Cycles Skipped (%)	14	0	9	0	89	0	100	0	100
Cycles @ Minimum (%)	0	0	0	0	9	0	0	0	0
Cycles Maxed Out (%)	0	100	3	3	0	100	0	3	0
Cycles with Peds (%)	0	0	0	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1500	1576	1529	1592	1543	1547
Vehs Exited	1516	1587	1522	1593	1533	1549
Starting Vehs	27	28	23	27	15	22
Ending Vehs	11	17	30	26	25	18
Denied Entry Before	0	0	1	0	1	0
Denied Entry After	0	0	0	1	0	0
Travel Distance (mi)	389	408	390	409	397	399
Travel Time (hr)	23.1	25.0	23.6	24.9	24.2	24.2
Total Delay (hr)	8.9	10.1	9.3	9.8	9.6	9.5
Total Stops	1165	1252	1226	1221	1213	1218
Fuel Used (gal)	16.9	18.1	17.1	17.9	17.3	17.5

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	1500	1576	1529	1592	1543	1547
Vehs Exited	1516	1587	1522	1593	1533	1549
Starting Vehs	27	28	23	27	15	22
Ending Vehs	11	17	30	26	25	18
Denied Entry Before	0	0	1	0	1	0
Denied Entry After	0	0	0	1	0	0
Travel Distance (mi)	389	408	390	409	397	399
Travel Time (hr)	23.1	25.0	23.6	24.9	24.2	24.2
Total Delay (hr)	8.9	10.1	9.3	9.8	9.6	9.5
Total Stops	1165	1252	1226	1221	1213	1218
Fuel Used (gal)	16.9	18.1	17.1	17.9	17.3	17.5

3: Driveway & St. John Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.1
Total Del/Veh (s)	5.3	0.8	1.3	2.2
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

5: St. John Street & Congress St Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.9	0.0	0.3	0.2	0.5
Total Del/Veh (s)	8.9	7.7	31.8	28.6	16.8
Denied Entry Before	0	0	0	0	0
Denied Entry After	0	0	0	0	0

8: Congress St & Valley St Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.2	0.6	2.4	0.5
Total Del/Veh (s)	7.3	15.5	17.2	11.2
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

Total Network Performance

Denied Del/Veh (s)		0.7
Total Del/Veh (s)		21.2
Denied Entry Before		0
Denied Entry After		0

Intersection: 3: Driveway & St. John Street

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	88	35
Average Queue (ft)	44	5
95th Queue (ft)	72	24
Link Distance (ft)	190	818
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: St. John Street & Congress St

Movement	EB	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	R	L	R	T	TR	L	T
Maximum Queue (ft)	144	183	57	92	134	217	185	96	121
Average Queue (ft)	64	77	24	19	61	113	85	30	59
95th Queue (ft)	123	148	54	59	109	180	153	70	110
Link Distance (ft)	587	587			171	653		252	252
Upstream Blk Time (%)					0				
Queuing Penalty (veh)					0				
Storage Bay Dist (ft)			290	80			175		
Storage Blk Time (%)				0	2	1	0		
Queuing Penalty (veh)				0	1	1	0		

Intersection: 8: Congress St & Valley St

Movement	EB	EB	WB	WB	NB	NB
Directions Served	L	TR	L	TR	LT	R
Maximum Queue (ft)	26	149	84	197	79	72
Average Queue (ft)	1	66	13	78	27	25
95th Queue (ft)	11	118	49	152	65	54
Link Distance (ft)		171		785	570	
Upstream Blk Time (%)		0				
Queuing Penalty (veh)		1				
Storage Bay Dist (ft)	40		60			110
Storage Blk Time (%)	0	19	0	14	0	0
Queuing Penalty (veh)	0	1	0	2	0	0

Network Summary

Network wide Queuing Penalty: 6

Intersection: 5: St. John Street & Congress St

Phase	1	2	3	4	5	6	7	8	9
Movement(s) Served	EBL	WBL	SBL	NBT	WBL	EBTL	NBL	SBT	Ped
Maximum Green (s)	7.0	19.0	6.0	14.0	5.0	21.0	4.0	16.0	20.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Recall	None	C-Min	None	None	None	C-Min	None	None	None
Avg. Green (s)	11.4	41.2	7.8	15.0	7.7	53.2	0.0	24.6	0.0
g/C Ratio	-0.01	NA	-0.01	NA	-0.01	NA	-0.01	NA	-0.01
Cycles Skipped (%)	13	0	25	0	82	0	100	0	100
Cycles @ Minimum (%)	0	0	0	0	8	0	0	0	0
Cycles Maxed Out (%)	0	100	0	5	0	100	0	5	0
Cycles with Peds (%)	0	0	0	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2260	2293	2287	2208	2234	2258
Vehs Exited	2133	2164	2145	2093	2102	2126
Starting Vehs	53	56	61	62	53	56
Ending Vehs	180	185	203	177	185	184
Denied Entry Before	3	1	0	0	0	1
Denied Entry After	149	213	97	259	219	187
Travel Distance (mi)	841	857	849	829	841	844
Travel Time (hr)	204.9	218.2	169.6	254.9	214.3	212.4
Total Delay (hr)	173.4	186.2	138.1	223.9	182.9	180.9
Total Stops	1631	1627	1634	1551	1634	1616
Fuel Used (gal)	70.0	73.7	61.8	80.8	72.4	71.7

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2260	2293	2287	2208	2234	2258
Vehs Exited	2133	2164	2145	2093	2102	2126
Starting Vehs	53	56	61	62	53	56
Ending Vehs	180	185	203	177	185	184
Denied Entry Before	3	1	0	0	0	1
Denied Entry After	149	213	97	259	219	187
Travel Distance (mi)	841	857	849	829	841	844
Travel Time (hr)	204.9	218.2	169.6	254.9	214.3	212.4
Total Delay (hr)	173.4	186.2	138.1	223.9	182.9	180.9
Total Stops	1631	1627	1634	1551	1634	1616
Fuel Used (gal)	70.0	73.7	61.8	80.8	72.4	71.7

3: Driveway & St. John Street Performance by approach

Approach	EB	NB	SB	All
Denied Delay (hr)	11.3	51.5	0.1	62.9
Denied Del/Veh (s)	219.5	492.1	0.2	139.1
Total Delay (hr)	67.3	32.0	2.6	101.8
Total Del/Veh (s)	1877.5	442.8	8.6	251.1
Denied Entry Before	0	0	0	0
Denied Entry After	62	125	0	187

5: St. John Street & Congress St Performance by approach

Approach	EB	WB	NB	SB	All
Denied Delay (hr)	0.5	0.0	0.0	1.2	1.7
Denied Del/Veh (s)	1.8	0.0	0.1	7.6	3.4
Total Delay (hr)	4.1	0.6	0.6	5.8	11.0
Total Del/Veh (s)	15.7	11.8	22.5	36.3	22.2
Denied Entry Before	0	0	0	1	1
Denied Entry After	0	0	0	0	0

8: Congress St & Valley St Performance by approach

Approach	EB	WB	NB	All
Denied Delay (hr)	0.0	0.0	0.1	0.1
Denied Del/Veh (s)	0.0	0.4	2.7	0.5
Total Delay (hr)	0.7	1.1	0.5	2.3
Total Del/Veh (s)	6.9	19.5	16.7	12.0
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

Total Network Performance

Denied Delay (hr)	64.7
Denied Del/Veh (s)	95.2
Total Delay (hr)	116.2
Total Del/Veh (s)	181.1
Denied Entry Before	1
Denied Entry After	187

Intersection: 3: Driveway & St. John Street

Movement	EB	EB	NB	SB
Directions Served	L	R	LT	TR
Maximum Queue (ft)	1581	1561	846	64
Average Queue (ft)	1220	829	781	22
95th Queue (ft)	1983	1995	990	54
Link Distance (ft)	1553	1553	806	653
Upstream Blk Time (%)	49	35	82	
Queuing Penalty (veh)	0	0	0	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 5: St. John Street & Congress St

Movement	EB	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	R	L	R	T	TR	L	T
Maximum Queue (ft)	166	264	281	104	146	90	74	225	291
Average Queue (ft)	77	126	137	46	52	28	18	39	245
95th Queue (ft)	144	225	238	97	104	74	54	131	320
Link Distance (ft)	587	587			171	653		252	252
Upstream Blk Time (%)					0			0	22
Queuing Penalty (veh)					0			0	0
Storage Bay Dist (ft)			290	80			175		
Storage Blk Time (%)		0	0	2	1				
Queuing Penalty (veh)		0	1	2	1				

Intersection: 8: Congress St & Valley St

Movement	EB	EB	WB	WB	NB	NB
Directions Served	L	TR	L	TR	LT	R
Maximum Queue (ft)	30	130	58	186	87	67
Average Queue (ft)	3	55	7	80	26	26
95th Queue (ft)	21	110	32	157	66	53
Link Distance (ft)		171		785	570	
Upstream Blk Time (%)		0				
Queuing Penalty (veh)		0				
Storage Bay Dist (ft)	40		60			110
Storage Blk Time (%)	0	17	0	16	0	
Queuing Penalty (veh)	1	1	0	2	0	

Network Summary

Network wide Queuing Penalty: 7

Intersection: 5: St. John Street & Congress St

Phase	1	2	3	4	5	6	7	8	9
Movement(s) Served	EBL	WBL	SBL	NBT	WBL	EBTL	NBL	SBT	Ped
Maximum Green (s)	12.0	24.0	7.0	13.0	5.0	31.0	4.0	16.0	20.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Recall	None	C-Min	None	None	None	C-Min	None	None	None
Avg. Green (s)	11.9	41.1	13.8	26.2	6.9	53.1	0.0	34.5	0.0
g/C Ratio	-0.01	NA	-0.01	-0.01	-0.01	-0.01	-0.01	NA	-0.01
Cycles Skipped (%)	8	0	29	17	56	3	100	0	100
Cycles @ Minimum (%)	0	0	0	0	15	0	0	0	0
Cycles Maxed Out (%)	0	100	14	40	6	97	0	49	0
Cycles with Peds (%)	0	0	0	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2489	2546	2660	2533	2584	2562
Vehs Exited	2239	2261	2274	2291	2244	2261
Starting Vehs	95	78	82	91	72	82
Ending Vehs	345	363	468	333	412	386
Denied Entry Before	1	1	0	1	0	0
Denied Entry After	0	0	0	0	0	0
Travel Distance (mi)	2703	2630	2774	2728	2738	2714
Travel Time (hr)	249.7	252.8	276.5	219.9	248.0	249.4
Total Delay (hr)	156.6	161.8	180.8	125.3	153.4	155.6
Total Stops	2892	2802	3042	2829	2705	2855
Fuel Used (gal)	116.4	115.5	123.4	110.2	115.5	116.2

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2489	2546	2660	2533	2584	2562
Vehs Exited	2239	2261	2274	2291	2244	2261
Starting Vehs	95	78	82	91	72	82
Ending Vehs	345	363	468	333	412	386
Denied Entry Before	1	1	0	1	0	0
Denied Entry After	0	0	0	0	0	0
Travel Distance (mi)	2703	2630	2774	2728	2738	2714
Travel Time (hr)	249.7	252.8	276.5	219.9	248.0	249.4
Total Delay (hr)	156.6	161.8	180.8	125.3	153.4	155.6
Total Stops	2892	2802	3042	2829	2705	2855
Fuel Used (gal)	116.4	115.5	123.4	110.2	115.5	116.2

3: Driveway & St. John Street Performance by approach

Approach	EB	NB	SB	All
Denied Delay (hr)	0.0	0.0	0.0	0.1
Denied Del/Veh (s)	0.2	0.2	0.0	0.1
Total Delay (hr)	139.6	0.3	0.4	140.3
Total Del/Veh (s)	493.1	5.6	3.0	289.8
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

5: St. John Street & Congress St Performance by approach

Approach	EB	WB	NB	SB	All
Denied Delay (hr)	0.2	0.0	0.0	0.0	0.3
Denied Del/Veh (s)	1.2	0.0	0.1	0.2	0.5
Total Delay (hr)	2.2	0.5	4.9	2.1	9.7
Total Del/Veh (s)	11.8	8.7	29.1	24.9	19.4
Denied Entry Before	0	0	0	0	0
Denied Entry After	0	0	0	0	0

8: Congress St & Valley St Performance by approach

Approach	EB	WB	NB	All
Denied Delay (hr)	0.1	0.0	0.1	0.1
Denied Del/Veh (s)	0.4	0.5	2.3	0.7
Total Delay (hr)	1.1	1.4	0.4	3.0
Total Del/Veh (s)	9.4	21.4	16.1	13.9
Denied Entry Before	0	0	0	0
Denied Entry After	0	0	0	0

Total Network Performance

Denied Delay (hr)	0.4
Denied Del/Veh (s)	0.6
Total Delay (hr)	155.1
Total Del/Veh (s)	211.0
Denied Entry Before	0
Denied Entry After	0

Intersection: 3: Driveway & St. John Street

Movement	EB	EB	NB	SB
Directions Served	L	R	LT	TR
Maximum Queue (ft)	6131	2796	114	28
Average Queue (ft)	3132	1003	43	3
95th Queue (ft)	6091	2186	94	17
Link Distance (ft)	8884	8884	1764	653
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 5: St. John Street & Congress St

Movement	EB	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	R	L	R	T	TR	L	T
Maximum Queue (ft)	162	202	99	101	124	348	200	71	235
Average Queue (ft)	74	91	44	30	53	147	135	25	104
95th Queue (ft)	137	164	82	74	99	248	204	58	189
Link Distance (ft)	587	587			171	653		252	252
Upstream Blk Time (%)					0				0
Queuing Penalty (veh)					0				0
Storage Bay Dist (ft)			290	80			175		
Storage Blk Time (%)				0	1	3	2		
Queuing Penalty (veh)				0	1	16	9		

Intersection: 8: Congress St & Valley St

Movement	EB	EB	WB	WB	NB	NB
Directions Served	L	TR	L	TR	LT	R
Maximum Queue (ft)	27	163	84	221	86	61
Average Queue (ft)	1	89	17	97	27	22
95th Queue (ft)	12	153	58	185	66	51
Link Distance (ft)		171		785	570	
Upstream Blk Time (%)		0				
Queuing Penalty (veh)		2				
Storage Bay Dist (ft)	40		60			110
Storage Blk Time (%)	0	24	0	18	0	
Queuing Penalty (veh)	0	1	0	3	0	

Network Summary

Network wide Queuing Penalty: 31

Intersection: 5: St. John Street & Congress St

Phase	1	2	3	4	5	6	7	8	9
Movement(s) Served	EBL	WBL	SBL	NBT	WBL	EBTL	NBL	SBT	Ped
Maximum Green (s)	7.0	19.0	6.0	14.0	5.0	21.0	4.0	16.0	20.0
Minimum Green (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Recall	None	C-Min	None	None	None	C-Min	None	None	None
Avg. Green (s)	12.3	33.3	7.5	22.6	6.8	46.3	0.0	31.5	0.0
g/C Ratio	-0.01	NA	-0.01	NA	-0.01	-0.01	-0.01	NA	-0.01
Cycles Skipped (%)	8	0	28	0	71	3	100	0	100
Cycles @ Minimum (%)	0	0	0	0	13	0	0	0	0
Cycles Maxed Out (%)	0	100	3	44	0	98	0	44	0
Cycles with Peds (%)	0	0	0	0	0	0	0	0	0

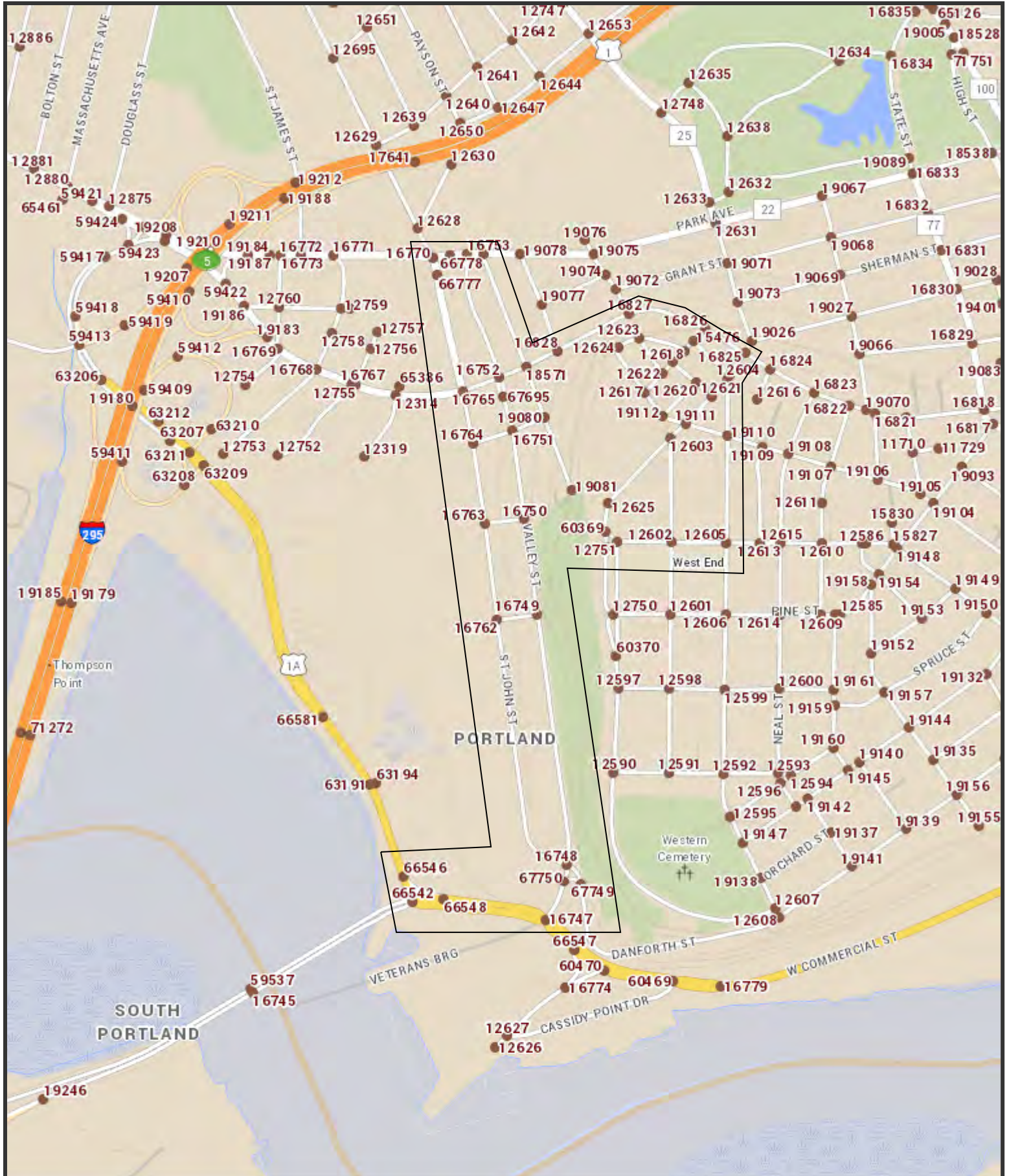
Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Node Map
Crash Report

NODE MAP



The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch.

0.15
Miles
1 inch = 0.21 miles

Date: 8/24/2017
Time: 11:37:28 AM

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☒ Crash Summary I
 ☐ Section Detail
 ☒ Crash Summary II
 ☐ 1320 Public
 ☐ 1320 Private
 ☐ 1320 Summary

REPORT DESCRIPTION

(No description).

REPORT PARAMETERS

Year 2014, Start Month 1 through Year 2016 End Month: 12

Route: 0560160	Start Node: 16825 End Node: 16765	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☒ Exclude Last Node
Route: 3201042	Start Node: 16763 End Node: 16765	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☒ Exclude Last Node
Route: 3209776	Start Node: 16752 End Node: 67695	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 3201019	Start Node: 16750 End Node: 16752	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☒ Exclude Last Node
Route: 0560001	Start Node: 16751 End Node: 16764	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560001	Start Node: 19080 End Node: 16751	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560100	Start Node: 16750 End Node: 16763	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560314	Start Node: 19081 End Node: 18571	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☒ Exclude Last Node
Route: 0560077	Start Node: 16825 End Node: 12625	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☐ Exclude Last Node
Route: 0560785	Start Node: 12751 End Node: 12625	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☒ Crash Summary I☐ Section Detail☒ Crash Summary II☐ 1320 Public☐ 1320 Private☐ 1320 Summary

REPORT DESCRIPTION

(No description).

REPORT PARAMETERS

Year 2014, Start Month 1 through Year 2016 End Month: 12

Route: 3200519	Start Node: 60369 End Node: 71553	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560782	Start Node: 71553 End Node: 12605	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☐ Exclude Last Node
Route: 0560124	Start Node: 12602 End Node: 12603	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560751	Start Node: 12604 End Node: 12605	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560071	Start Node: 19110 End Node: 19111	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560071	Start Node: 19111 End Node: 19112	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☐ Exclude Last Node
Route: 0560128	Start Node: 19112 End Node: 12624	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☐ Exclude Last Node
Route: 0560171	Start Node: 12619 End Node: 12624	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☐ Exclude Last Node
Route: 0560251	Start Node: 12617 End Node: 16826	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560780	Start Node: 12622 End Node: 12623	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☒ Crash Summary I
 ☐ Section Detail
 ☒ Crash Summary II
 ☐ 1320 Public
 ☐ 1320 Private
 ☐ 1320 Summary

REPORT DESCRIPTION

(No description).

REPORT PARAMETERS

Year 2014, Start Month 1 through Year 2016 End Month: 12

Route: 0560076	Start Node: 18352 End Node: 15476	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560369	Start Node: 12618 End Node: 12621	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560633	Start Node: 12620 End Node: 19112	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560191	Start Node: 67749 End Node: 16748	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☒ Exclude Last Node
Route: 3201019	Start Node: 16747 End Node: 16750	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☐ Exclude Last Node
Route: 3201042	Start Node: 16748 End Node: 16763	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☐ Exclude Last Node
Route: 0560184	Start Node: 16749 End Node: 16762	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560100	Start Node: 16750 End Node: 16763	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0001A	Start Node: 66546 End Node: 16747	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 001AS	Start Node: 16747 End Node: 66542	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☒ Crash Summary I
 ☐ Section Detail
 ☒ Crash Summary II
 ☐ 1320 Public
 ☐ 1320 Private
 ☐ 1320 Summary

REPORT DESCRIPTION

(No description).

REPORT PARAMETERS

Year 2014, Start Month 1 through Year 2016 End Month: 12

Route: 3209586	Start Node: 66548 End Node: 66546	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 3209812	Start Node: 67750 End Node: 67749	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0022S	Start Node: 16765 End Node: 16770	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 3201019	Start Node: 16752 End Node: 16753	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0560314	Start Node: 18571 End Node: 19079	Start Offset: 0 End Offset: 0	☒ Exclude First Node ☒ Exclude Last Node
Route: 0022X	Start Node: 19079 End Node: 16770	Start Offset: 0 End Offset: 0	☐ Exclude First Node ☐ Exclude Last Node

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary I

Nodes																
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury A	Crashes B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF		
16825	0560160 - 1.97	Int of BRAMHALL ST CONGRESS ST DEERING AV	9	26	0	2	1	5	18	30.8	7.154	1.21	1.16	1.05		
												Statewide Crash Rate:	0.71			
16826	0560160 - 2.03	Int of CONGRESS ST ELLSWORTH ST	2	3	0	0	1	0	2	33.3	4.418	0.23	0.39	0.00		
												Statewide Crash Rate:	0.15			
16827	0560160 - 2.13	Int of CONGRESS ST WEYMOUTH ST	2	3	0	0	0	1	2	33.3	4.538	0.22	0.38	0.00		
												Statewide Crash Rate:	0.15			
16828	0560160 - 2.23	Int of CONGRESS ST FOREST ST	2	1	0	0	0	0	1	0.0	4.767	0.07	0.38	0.00		
												Statewide Crash Rate:	0.15			
18571	0560160 - 2.27	Int of CONGRESS ST GILMAN ST	2	22	0	0	0	4	18	18.2	5.186	1.41	0.37	3.81		
												Statewide Crash Rate:	0.15			
16752	0560160 - 2.31	Int of CONGRESS ST VALLEY ST	9	17	0	0	0	2	15	11.8	5.123	1.11	1.23	0.00		
												Statewide Crash Rate:	0.71			
16763	3201042 - 0.44	Int of C ST ST JOHN ST	2	0	0	0	0	0	0	0.0	2.547	0.00	0.45	0.00		
												Statewide Crash Rate:	0.15			
16764	3201042 - 0.54	Int of A ST ST JOHN ST	2	7	0	0	2	0	5	28.6	3.326	0.70	0.42	1.69		
												Statewide Crash Rate:	0.15			
16750	3201019 - 0.49	Int of C ST VALLEY ST	2	1	0	0	0	0	1	0.0	1.265	0.26	0.53	0.00		
												Statewide Crash Rate:	0.15			
16751	3201019 - 0.60	Int of A ST VALLEY ST	2	3	0	0	0	1	2	33.3	1.442	0.69	0.51	1.35		
												Statewide Crash Rate:	0.15			
67695	3201019 - 0.64	Non Int VALLEY ST	2	0	0	0	0	0	0	0.0	0.472	0.00	0.64	0.00		
												Statewide Crash Rate:	0.15			
19081	0560314 - 0	0509501 POR,GILMAN ST,END	2	0	0	0	0	0	0	0.0	0.019	0.00	-4.76	0.00		
												Statewide Crash Rate:	0.13			
19080	0560314 - 0.10	0509500 POR,GILMAN,'A' ST.	2	0	0	0	0	0	0	0.0	0.057	0.00	-0.54	0.00		
												Statewide Crash Rate:	0.13			
18352	0560077 - 0.01	Int of BRAMHALL PL BRAMHALL ST	2	0	0	0	0	0	0	0.0	2.895	0.00	0.39	0.00		
												Statewide Crash Rate:	0.13			
12604	0560077 - 0.03	0503016 POR,BRAMHALL,VAUGHN ST.	2	1	0	0	0	0	1	0.0	3.000	0.11	0.38	0.00		
												Statewide Crash Rate:	0.13			
12621	0560077 - 0.06	0503033 POR,BRAMHALL,HILL ST.	2	1	0	0	0	0	1	0.0	1.549	0.22	0.45	0.00		
												Statewide Crash Rate:	0.13			
19111	0560077 - 0.11	0509531 POR,BRACKETT,BRAMHALL ST.	2	2	0	0	1	0	1	50.0	1.941	0.34	0.43	0.00		
												Statewide Crash Rate:	0.13			
12603	0560077 - 0.13	0503015 POR,BRAMHALL,BRACKETT,CHADWICK	2	0	0	0	0	0	0	0.0	0.513	0.00	0.55	0.00		
												Statewide Crash Rate:	0.13			
12625	0560077 - 0.24	Int of BRAMHALL ST WESTERN PROMENADE	2	0	0	0	0	0	0	0.0	0.379	0.00	0.56	0.00		
												Statewide Crash Rate:	0.13			
60369	0560785 - 0.62	Non Int WESTERN PROMENADE	2	0	0	0	0	0	0	0.0	0.379	0.00	0.56	0.00		
												Statewide Crash Rate:	0.13			
12751	0560782 - 0.01	Int of WEST ST WESTERN PROMENADE	2	0	0	0	0	0	0	0.0	0.388	0.00	0.56	0.00		
												Statewide Crash Rate:	0.13			
12602	0560782 - 0.07	Int of CHADWICK ST, WEST ST	2	0	0	0	0	0	0	0.0	1.273	0.00	0.47	0.00		
												Statewide Crash Rate:	0.13			

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary I

Nodes														
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury A	Crashes B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
12605	0560782 - 0.14	0503017 POR, VAUGHN, WEST ST.	2	0	0	0	0	0	0	0.0	1.724	0.00	0.44	0.00
												Statewide Crash Rate:	0.13	
19110	0560751 - 0.06	0509530 POR, BRACKETT, VAUGHN ST.	2	1	0	0	1	0	0	100.0	2.236	0.15	0.41	0.00
												Statewide Crash Rate:	0.13	
19112	0560071 - 0.82	0509532 POR, CHARLES, BRACKETT ST.	2	0	0	0	0	0	0	0.0	0.829	0.00	0.52	0.00
												Statewide Crash Rate:	0.13	
12617	0560128 - 0.03	0503029 POR, ELLSWORTH, CHARLES ST.	2	0	0	0	0	0	0	0.0	0.915	0.00	0.51	0.00
												Statewide Crash Rate:	0.13	
12624	0560128 - 0.09	0503036 POR, CHARLES, CRESCENT ST.	2	0	0	0	0	0	0	0.0	0.308	0.00	0.56	0.00
												Statewide Crash Rate:	0.13	
12623	0560171 - 0.05	0503035 POR, CRESCENT, WESCOTT ST.	2	0	0	0	0	0	0	0.0	0.094	0.00	0.11	0.00
												Statewide Crash Rate:	0.13	
12624	0560171 - 0.09	0503036 POR, CHARLES, CRESCENT ST.	2	0	0	0	0	0	0	0.0	0.308	0.00	0.56	0.00
												Statewide Crash Rate:	0.13	
12622	0560251 - 0.03	0503034 POR, WESCOTT, ELLSWORTH ST.	2	0	0	0	0	0	0	0.0	0.533	0.00	0.55	0.00
												Statewide Crash Rate:	0.13	
12618	0560251 - 0.05	0503030 POR, ELLSWORTH, HILL ST.	2	2	0	0	0	0	2	0.0	0.856	0.78	0.51	1.51
												Statewide Crash Rate:	0.13	
12619	0560251 - 0.07	0503031 POR, CRESCENT, ELLSWORTH ST.	2	0	0	0	0	0	0	0.0	0.528	0.00	0.55	0.00
												Statewide Crash Rate:	0.13	
15476	0560251 - 0.08	Int of BRAMHALL PL ELLSWORTH ST	2	0	0	0	0	0	0	0.0	0.516	0.00	0.55	0.00
												Statewide Crash Rate:	0.13	
12620	0560369 - 0.03	0503032 POR, HILL, RUSSELL ST.	2	1	0	0	0	0	1	0.0	0.238	1.40	0.53	2.65
												Statewide Crash Rate:	0.13	
67749	0560191 - 1.34	Int of DANFORTH ST RD INV 3209812	2	0	0	0	0	0	0	0.0	2.626	0.00	0.42	0.00
												Statewide Crash Rate:	0.14	
16747	3201019 - 0	Int of FORE RIVER PKY VALLEY ST W COMMERCIAL ST	9	21	0	0	2	3	16	23.8	10.344	0.68	1.08	0.00
												Statewide Crash Rate:	0.71	
67750	3201019 - 0.05	Int of RD INV 3209812 VALLEY ST	2	0	0	0	0	0	0	0.0	2.678	0.00	0.44	0.00
												Statewide Crash Rate:	0.15	
16748	3201019 - 0.07	Int of DANFORTH ST ST JOHN ST VALLEY ST	9	12	0	0	1	2	9	25.0	3.929	1.02	1.30	0.00
												Statewide Crash Rate:	0.71	
16749	3201019 - 0.37	Int of D ST VALLEY ST	2	2	0	0	0	0	2	0.0	1.334	0.50	0.52	0.00
												Statewide Crash Rate:	0.15	
16750	3201019 - 0.49	Int of C ST VALLEY ST	2	1	0	0	0	0	1	0.0	1.265	0.26	0.53	0.00
												Statewide Crash Rate:	0.15	
16762	3201042 - 0.32	Int of D ST ST JOHN ST	2	1	0	0	0	0	1	0.0	2.438	0.14	0.45	0.00
												Statewide Crash Rate:	0.15	
16763	3201042 - 0.44	Int of C ST ST JOHN ST	2	0	0	0	0	0	0	0.0	2.547	0.00	0.45	0.00
												Statewide Crash Rate:	0.15	
66542	0001A - 9.72	Int of FORE RIVER PKY VETERANS BRIDGE	9	21	0	0	1	3	17	19.0	9.243	0.76	1.10	0.00
												Statewide Crash Rate:	0.71	
66548	001AS - 2.58	Int of FORE RIVER PKY RD INV 3209586	2	1	0	0	0	1	0	100.0	5.358	0.06	0.37	0.00
												Statewide Crash Rate:	0.15	

Crash Summary I

Nodes														
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
66777	0022S - 1.02	Non Int ST JOHN ST	2	1	0	0	0	0	1	0.0	2.595	0.13	0.44	0.00
												Statewide Crash Rate: 0.15		
19079	0022X - 0.53	Int of GILMAN ST PARK AV	2	1	0	0	1	0	0	100.0	3.777	0.09	0.40	0.00
												Statewide Crash Rate: 0.15		
16753	0022X - 0.55	Int of PARK AV VALLEY ST	2	8	0	0	1	3	4	50.0	4.562	0.58	0.38	1.53
												Statewide Crash Rate: 0.15		
66778	0022X - 0.57	Non Int PARK AV	2	0	0	0	0	0	0	0.0	2.694	0.00	0.44	0.00
												Statewide Crash Rate: 0.15		
16770	0022X - 0.59	Int of PARK AV ST JOHN ST	9	36	0	0	2	4	30	16.7	4.971	2.41	1.24	1.95
												Statewide Crash Rate: 0.71		
Study Years: 3.00		NODE TOTALS:		196	0	2	14	29	151	23.0	122.077	0.54	0.41	1.31

Crash Summary I

Sections																	
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	K	Injury A	Crashes B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
16825 Int of BRAMHALL ST AV	16826	3106408 CONGRESS ST	0 - 0.06 DEERING	0560160 - 1.97 RD INV 05 60160	0.06	2	4	0	1	0	1	2	50.0	0.00280	475.65 Statewide Crash Rate: 208.08	553.83	0.00
16826 Int of CONGRESS ST	16827	3106410 ELLSWORTH ST	0 - 0.10	0560160 - 2.03 RD INV 05 60160	0.10	2	2	0	0	0	1	1	50.0	0.00416	160.08 Statewide Crash Rate: 208.08	500.50	0.00
16827 Int of CONGRESS ST	16828	3120728 WEYMOUTH ST	0 - 0.10	0560160 - 2.13 RD INV 05 60160	0.10	2	9	0	0	0	2	7	22.2	0.00445	673.43 Statewide Crash Rate: 208.08	492.10	1.37
16828 Int of CONGRESS ST	18571	3106411 FOREST ST	0 - 0.04	0560160 - 2.23 RD INV 05 60160	0.04	2	5	0	0	1	1	3	40.0	0.00203	820.32 Statewide Crash Rate: 208.08	602.00	1.36
16752 Int of CONGRESS ST	18571	3106395 VALLEY ST	0 - 0.04	0560160 - 2.27 RD INV 05 60160	0.04	2	4	0	0	0	0	4	0.0	0.00198	674.08 Statewide Crash Rate: 208.08	606.20	1.11
16752 Int of CONGRESS ST	16765	3106394 VALLEY ST	0 - 0.05	0560160 - 2.31 RD INV 05 60160	0.05	2	1	0	0	0	0	1	0.0	0.00218	152.97 Statewide Crash Rate: 208.08	591.18	0.00
16763 Int of C ST	16764	3119255 ST JOHN ST	0 - 0.10	3201042 - 0.44 RD INV 3201042	0.10	2	5	0	1	0	0	4	20.0	0.00257	648.98 Statewide Crash Rate: 208.08	566.52	1.15
16764 Int of A ST	16765	3106397 ST JOHN ST	0 - 0.06	3201042 - 0.54 RD INV 3201042	0.06	2	1	0	0	0	0	1	0.0	0.00203	164.55 Statewide Crash Rate: 208.08	602.46	0.00
16752 Int of CONGRESS ST	67695	3416727 VALLEY ST	0 - 0.03	3209776 - 0 RD INV 3209776	0.03	2	0	0	0	0	0	0	0.0	0.00014	0.00 Statewide Crash Rate: 208.08	833.70	0.00
16750 Int of C ST	16751	3117941 VALLEY ST	0 - 0.11	3201019 - 0.49 RD INV 3201019	0.11	2	4	0	0	0	1	3	25.0	0.00130	1022.44 Statewide Crash Rate: 208.08	674.36	1.52
16751 Int of A ST	67695	3416725 VALLEY ST	0 - 0.04	3201019 - 0.60 RD INV 3201019	0.04	2	2	0	0	0	0	2	0.0	0.00038	1767.11 Statewide Crash Rate: 208.08	870.83	2.03
67695 Non Int	16752	3508600 VALLEY ST	0 - 0.02	3201019 - 0.64 RD INV 3201019	0.02	2	0	0	0	0	0	0	0.0	0.00009	0.00 Statewide Crash Rate: 208.08	650.03	0.00
16751 Int of A ST	16764	192419 VALLEY ST	0 - 0.05	0560001 - 0.03 RD INV 05 60001	0.05	2	4	0	0	0	0	3	0.0	0.00035	3767.89 Statewide Crash Rate: 401.87	1515.81	2.49
16751 Int of A ST	19080	192420 VALLEY ST	0 - 0.03	0560001 - 0 RD INV 05 60001	0.03	2	0	0	0	0	0	0	0.0	0.00001	0.00 Statewide Crash Rate: 401.87	-3344.98	0.00
16750 Int of C ST	16763	192417 VALLEY ST	0 - 0.05	0560100 - 0 RD INV 05 60100	0.05	2	1	0	0	0	0	1	0.0	0.00007	4936.44 Statewide Crash Rate: 401.87	1561.89	3.16
19080 0509500	19081	194795 POR,GILMAN,'A' ST.	0 - 0.10	0560314 - 0 RD INV 05 60314	0.10	2	3	0	0	0	0	2	0.0	0.00004	26343.52 Statewide Crash Rate: 401.87	850.39	30.98
18571 Int of CONGRESS ST	19080	194101 GILMAN ST	0 - 0.07	0560314 - 0.10 RD INV 05 60314	0.07	2	2	0	0	0	1	1	50.0	0.00002	33452.09 Statewide Crash Rate: 401.87	-1282.55	0.00
16825 Int of BRAMHALL ST AV	18352	192521 CONGRESS ST	0 - 0.01 DEERING	0560077 - 0 RD INV 05 60077	0.01	2	2	0	0	0	0	1	0.0	0.00029	2306.17 Statewide Crash Rate: 401.87	1578.88	1.46
12604 0503016	18352	186995 POR,BRAMHALL,VAUGHN ST.	0 - 0.02	0560077 - 0.01 RD INV 05 60077	0.02	2	1	0	0	0	1	0	100.0	0.00057	587.22 Statewide Crash Rate: 401.87	1359.64	0.00

Crash Summary I

Sections																	
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF	
12604	12621	186994	0 - 0.03	0560077 - 0.03	0.03	2	1	0	0	0	0	1	0.0	0.00046	718.97	1427.05	0.00
0503016 POR,BRAMHALL,VAUGHN ST. RD INV 05 60077 Statewide Crash Rate: 401.87																	
12621	19111	187026	0 - 0.05	0560077 - 0.06	0.05	2	2	0	0	0	0	1	0.0	0.00068	979.61	1299.85	0.00
0503033 POR,BRAMHALL,HILL ST. RD INV 05 60077 Statewide Crash Rate: 401.87																	
12603	19111	186993	0 - 0.02	0560077 - 0.11	0.02	2	0	0	0	0	0	0	0.0	0.00021	0.00	1671.14	0.00
0503015 POR,BRAMHALL,BRACKETT,CHADWICK RD INV 05 60077 Statewide Crash Rate: 401.87																	
12603	12625	186992	0 - 0.11	0560077 - 0.13	0.11	2	1	0	0	0	0	1	0.0	0.00042	799.06	1462.09	0.00
0503015 POR,BRAMHALL,BRACKETT,CHADWICK RD INV 05 60077 Statewide Crash Rate: 401.87																	
60369	12751	3097430	0 - 0.02	0560785 - 0.60	0.02	2	0	0	0	0	0	0	0.0	0.00003	0.00	599.09	0.00
Non Int WESTERN PROMENADE RD INV 05 60785 Statewide Crash Rate: 401.87																	
12625	60369	2074703	0 - 0.03	0560785 - 0.62	0.03	2	0	0	0	0	0	0	0.0	0.00011	0.00	1732.13	0.00
Int of BRAMHALL ST WESTERN PROMENADE RD INV 05 60785 Statewide Crash Rate: 401.87																	
60369	71553	4047593	0 - 0.01	3200519 - 0	0.01	2	0	0	0	0	0	0	0.0	0.00002	0.00	-1023.23	0.00
Non Int WESTERN PROMENADE RD INV 3200519 Statewide Crash Rate: 401.87																	
71553	12751	4047594	0 - 0.01	0560782 - 0	0.01	2	0	0	0	0	0	0	0.0	0.00002	0.00	-1023.23	0.00
Non Int WESTERN PROMENADE RD INV 05 60782 Statewide Crash Rate: 401.87																	
12602	12751	3097432	0 - 0.06	0560782 - 0.01	0.06	2	1	0	0	0	0	1	0.0	0.00020	1678.14	1678.25	1.00
Int of CHADWICK ST, WEST ST RD INV 05 60782 Statewide Crash Rate: 401.87																	
12602	12605	186990	0 - 0.07	0560782 - 0.07	0.07	2	0	0	0	0	0	0	0.0	0.00051	0.00	1394.30	0.00
Int of CHADWICK ST, WEST ST RD INV 05 60782 Statewide Crash Rate: 401.87																	
12602	12603	186989	0 - 0.13	0560124 - 0.27	0.13	2	1	0	0	0	0	0	0.0	0.00089	373.07	1212.77	0.00
Int of CHADWICK ST, WEST ST RD INV 05 60124 Statewide Crash Rate: 401.87																	
12604	19110	186996	0 - 0.06	0560751 - 0	0.06	2	0	0	0	0	0	0	0.0	0.00097	0.00	1187.28	0.00
0503016 POR,BRAMHALL,VAUGHN ST. RD INV 05 60751 Statewide Crash Rate: 401.87																	
12605	19110	186999	0 - 0.13	0560751 - 0.06	0.13	2	2	0	0	0	0	2	0.0	0.00164	406.07	1036.17	0.00
0503017 POR,VAUGHN,WEST ST. RD INV 05 60751 Statewide Crash Rate: 401.87																	
19110	19111	194832	0 - 0.06	0560071 - 0.72	0.06	2	0	0	0	0	0	0	0.0	0.00039	0.00	1481.82	0.00
0509530 POR,BRACKETT,VAUGHN ST. RD INV 05 60071 Statewide Crash Rate: 401.87																	
19111	19112	194833	0 - 0.04	0560071 - 0.78	0.04	2	0	0	0	0	0	0	0.0	0.00034	0.00	1532.41	0.00
0509531 POR,BRACKETT,BRAMHALL ST. RD INV 05 60071 Statewide Crash Rate: 401.87																	
12617	19112	187018	0 - 0.03	0560128 - 0	0.03	2	0	0	0	0	0	0	0.0	0.00025	0.00	1625.95	0.00
0503029 POR,ELLSWORTH,CHARLES ST. RD INV 05 60128 Statewide Crash Rate: 401.87																	
12617	12624	187017	0 - 0.06	0560128 - 0.03	0.06	2	0	0	0	0	0	0	0.0	0.00034	0.00	1530.14	0.00
0503029 POR,ELLSWORTH,CHARLES ST. RD INV 05 60128 Statewide Crash Rate: 401.87																	
12619	12623	187022	0 - 0.05	0560171 - 0	0.05	2	1	0	0	0	0	1	0.0	0.00005	6866.48	1247.76	5.50
0503031 POR,CRESCENT,ELLSWORTH ST. RD INV 05 60171 Statewide Crash Rate: 401.87																	
12623	12624	187028	0 - 0.04	0560171 - 0.05	0.04	2	0	0	0	0	0	0	0.0	0.00002	0.00	-1055.97	0.00
0503035 POR,CRESCENT,WESCOTT ST. RD INV 05 60171 Statewide Crash Rate: 401.87																	

Crash Summary I

Sections																
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury Crashes				Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
12617	12622	187016	0 - 0.03	0560251 - 0	0.03	2	0	0	0	0	0	0.0	0.00013	0.00	1733.55	0.00
0503029 POR,ELLSWORTH,CHARLES ST.				RD INV 05 60251										Statewide Crash Rate: 401.87		
12618	12622	187021	0 - 0.02	0560251 - 0.03	0.02	2	0	0	0	0	0	0.0	0.00010	0.00	1709.65	0.00
0503030 POR,ELLSWORTH,HILL ST.				RD INV 05 60251										Statewide Crash Rate: 401.87		
12618	12619	187019	0 - 0.02	0560251 - 0.05	0.02	2	0	0	0	0	0	0.0	0.00011	0.00	1724.95	0.00
0503030 POR,ELLSWORTH,HILL ST.				RD INV 05 60251										Statewide Crash Rate: 401.87		
12619	15476	187023	0 - 0.01	0560251 - 0.07	0.01	2	0	0	0	0	0	0.0	0.00004	0.00	1076.53	0.00
0503031 POR,CRESCENT,ELLSWORTH ST.				RD INV 05 60251										Statewide Crash Rate: 401.87		
15476	16826	191013	0 - 0.02	0560251 - 0.08	0.02	2	0	0	0	0	0	0.0	0.00010	0.00	1711.05	0.00
Int of BRAMHALL PL ELLSWORTH ST				RD INV 05 60251										Statewide Crash Rate: 401.87		
12622	12623	187027	0 - 0.05	0560780 - 0	0.05	2	0	0	0	0	0	0.0	0.00007	0.00	1568.83	0.00
0503034 POR,WESCOTT,ELLSWORTH ST.				RD INV 05 60780										Statewide Crash Rate: 401.87		
15476	18352	191014	0 - 0.06	0560076 - 0	0.06	2	0	0	0	0	0	0.0	0.00004	0.00	787.21	0.00
Int of BRAMHALL PL ELLSWORTH ST				RD INV 05 60076										Statewide Crash Rate: 401.87		
12618	12620	187020	0 - 0.03	0560369 - 0	0.03	2	2	0	0	0	2	0.0	0.00005	12817.43	1331.55	9.63
0503030 POR,ELLSWORTH,HILL ST.				RD INV 05 60369										Statewide Crash Rate: 401.87		
12620	12621	187024	0 - 0.02	0560369 - 0.03	0.02	2	0	0	0	0	0	0.0	0.00004	0.00	861.67	0.00
0503032 POR,HILL,RUSSELL ST.				RD INV 05 60369										Statewide Crash Rate: 401.87		
12620	19112	187025	0 - 0.05	0560633 - 0	0.05	2	1	0	0	0	1	0.0	0.00003	12016.34	54.46	220.65
0503032 POR,HILL,RUSSELL ST.				RD INV 05 60633										Statewide Crash Rate: 401.87		
16748	67749	3417943	0 - 0.03	0560191 - 1.34	0.03	2	0	0	0	0	0	0.0	0.00061	0.00	687.76	0.00
Int of DANFORTH ST ST JOHN ST VALLEY ST				RD INV 05 60191										Statewide Crash Rate: 171.52		
16747	67750	3417945	0 - 0.05	3201019 - 0	0.05	2	0	0	0	0	0	0.0	0.00153	0.00	647.89	0.00
Int of FORE RIVER PKY VALLEY ST W COMMERCIAL ST				RD INV 3201019										Statewide Crash Rate: 208.08		
67750	16748	3417946	0 - 0.02	3201019 - 0.05	0.02	2	0	0	0	0	0	0.0	0.00046	0.00	846.03	0.00
Int of RD INV 3209812 VALLEY ST				RD INV 3201019										Statewide Crash Rate: 208.08		
16748	16749	3139464	0 - 0.30	3201019 - 0.07	0.30	2	3	0	0	1	1	66.7	0.00377	265.48	513.39	0.00
Int of DANFORTH ST ST JOHN ST VALLEY ST				RD INV 3201019										Statewide Crash Rate: 208.08		
16749	16750	3118971	0 - 0.12	3201019 - 0.37	0.12	2	2	0	0	0	1	0.0	0.00145	459.42	656.41	0.00
Int of D ST VALLEY ST				RD INV 3201019										Statewide Crash Rate: 208.08		
16748	16762	3944344	0 - 0.06	3201042 - 0	0.06	2	1	0	0	0	1	0.0	0.00137	243.41	666.11	0.00
Int of DANFORTH ST ST JOHN ST VALLEY ST				RD INV 3201042										Statewide Crash Rate: 208.08		
16748	16762	3944344	0.06 - 0.32	3201042 - 0.06	0.26	2	2	0	0	0	2	0.0	0.00593	112.35	458.49	0.00
Int of DANFORTH ST ST JOHN ST VALLEY ST				RD INV 3201042										Statewide Crash Rate: 208.08		
16762	16763	3120382	0 - 0.12	3201042 - 0.32	0.12	2	7	0	0	0	1	16.7	0.00287	813.20	550.50	1.48
Int of D ST ST JOHN ST				RD INV 3201042										Statewide Crash Rate: 208.08		
16749	16762	192415	0 - 0.04	0560184 - 0	0.04	2	0	0	0	0	0	0.0	0.00008	0.00	1658.57	0.00
Int of D ST VALLEY ST				RD INV 05 60184										Statewide Crash Rate: 401.87		
16750	16763	192417	0 - 0.05	0560100 - 0	0.05	2	1	0	0	0	1	0.0	0.00007	4936.44	1561.89	3.16
Int of C ST VALLEY ST				RD INV 05 60100										Statewide Crash Rate: 401.87		

Crash Summary I

Sections																	
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury A	Crashes B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF	
66546	66542	3508657	0 - 0.03	0001A - 9.69	0.03	2	0	0	0	0	0	0.0	0.00063	0.00	799.27	0.00	
Int of FORE RIVER PKY RD INV 3209586				US 1A										Statewide Crash Rate: 208.08			
66542	16747	3140171	0 - 0.16	0001A - 9.72	0.16	2	2	0	0	0	2	0.0	0.00769	86.68	431.04	0.00	
Int of FORE RIVER PKY VETERANS BRIDGE				US 1A										Statewide Crash Rate: 208.08			
16747	66548	3117394	0 - 0.13	001AS - 2.45	0.13	2	2	0	0	0	1	50.0	0.00697	95.71	441.20	0.00	
Int of FORE RIVER PKY VALLEY ST W COMMERCIAL ST				US 1AS										Statewide Crash Rate: 208.08			
66548	66542	3121654	0 - 0.04	001AS - 2.58	0.04	2	0	0	0	0	0	0.0	0.00184	0.00	617.73	0.00	
Int of FORE RIVER PKY RD INV 3209586				US 1AS										Statewide Crash Rate: 208.08			
66548	66546	3120374	0 - 0.06	3209586 - 0	0.06	2	0	0	0	0	0	0.0	0.00046	0.00	847.12	0.00	
Int of FORE RIVER PKY RD INV 3209586				RD INV 3209586										Statewide Crash Rate: 208.08			
67750	67749	3417947	0 - 0.02	3209812 - 0	0.02	2	0	0	0	0	0	0.0	0.00008	0.00	275.84	0.00	
Int of RD INV 3209812 VALLEY ST				RD INV 3209812										Statewide Crash Rate: 171.52			
16765	66777	3155094	0 - 0.14	0022S - 0.88	0.14	2	28	0	0	2	5	25.9	0.00727	1284.45	436.82	2.94	
Int of CONGRESS ST ST JOHN ST				ST RTE 22S										Statewide Crash Rate: 208.08			
66777	16770	3154475	0 - 0.02	0022S - 1.02	0.02	2	0	0	0	0	0	0.0	0.00104	0.00	713.39	0.00	
Non Int ST JOHN ST				ST RTE 22S										Statewide Crash Rate: 208.08			
16752	16753	3118516	0 - 0.16	3201019 - 0.66	0.16	2	1	0	0	0	1	0.0	0.00132	252.56	672.33	0.00	
Int of CONGRESS ST VALLEY ST				RD INV 3201019										Statewide Crash Rate: 208.08			
18571	19079	194100	0 - 0.14	0560314 - 0.17	0.14	2	4	0	0	0	2	0.0	0.00022	5984.55	1651.24	3.62	
Int of CONGRESS ST GILMAN ST				RD INV 05 60314										Statewide Crash Rate: 401.87			
16753	19079	3122262	0 - 0.02	0022X - 0.53	0.02	2	1	0	0	0	1	0.0	0.00078	427.15	762.49	0.00	
Int of PARK AV VALLEY ST				ST RTE 22										Statewide Crash Rate: 208.08			
16753	66778	3154476	0 - 0.02	0022X - 0.55	0.02	2	1	0	0	0	1	0.0	0.00071	466.65	777.46	0.00	
Int of PARK AV VALLEY ST				ST RTE 22										Statewide Crash Rate: 208.08			
66778	16770	3154477	0 - 0.02	0022X - 0.57	0.02	2	0	0	0	0	0	0.0	0.00036	0.00	874.94	0.00	
Non Int PARK AV				ST RTE 22										Statewide Crash Rate: 208.08			
Study Years: 3.00				Section Totals:	4.41		117	0	2	4	16	85	18.8	0.08122	480.16	308.93	1.55
				Grand Totals:	4.41		313	0	4	18	45	236	21.4	0.08122	1284.53	428.12	3.00



November 10, 2016
Neighborhood Meeting Minutes

Attendees:

Tim MacNamara
Jeff Sanders
Walter Pochebit
Anne Pringle
Garry Bowcott
Rich Petersen
Ian Jacob
Michael Patterson
Penelope St. Louis

I. Greeting and Introduction

Rich Petersen extended a welcome to the attendees. He informed that a brief agenda was created for the meeting but for future meetings a more collective agenda will be welcome.

Mr. Petersen recognized the project being proposed for MMC is substantial and located adjacent to several diverse neighborhoods. Throughout this process, MMC will try to be transparent and respectful of differing opinions. It is acknowledged that there likely be disagreements but MMC will do its best to keep the neighborhood representatives informed. Mr. Petersen underscored this is a much needed project for the hospital, its patients and the community. MMC staff will be available should the group feels this process is being breached.

II. Process of Engagement

Discussion among group members was had regarding the group process going forward. It was determined that the name of the committee, to avoid confusion, will be the Expansion Group. It shall meet on the first Wednesday of every month at noon, location TBD. Lunch will be provided. The next meeting will be on December 7, 2016 followed by January 4, 2017.

Mr. MacNamara raised the question of whether a 5th group comprised of b

Local businesses should be represented at the expansion Group meetings. Concerns were raised about how representatives would be chosen and whether the Expansion Group would become too large for

effective dialogue to occur. It was determined that MMC will reach out to businesses in a separate forum if individual outreach was not sufficient. Mr. Sanders has been in touch with the manager of the Inn at St. John's and Mr. Petersen has a meeting scheduled with the owners of Pizza Villa. They will be discussing the local businesses' thoughts or concerns regarding the proposal.

Ms. Pringle inquired as to the timing of a joint MMC/Neighborhood Groups meeting to be held at the Dana Center to inform interested individuals of MMC's Project. It was stated that people only know what they have read in the paper and that a better understanding of MMC's needs and plans would be beneficial. After suggestion from Mr. O'Brien and Mr. MacNamara, it was determined that the meeting would be scheduled for January 12, 2017.

III. City Process

MMC originally expected that its Project would go through the Conditional Rezoning process. City staff recently informed MMC that the City's policy is trending away from Conditional Zones in favor of overlay zones that are more consistent and predictable. The concept of an "Institutional Overlay Zone" which encompasses the major institutions in the City, including MMC, will be presented to the City Planning Board on November 15, 2016. The public is invited to attend and the City staff's memo explaining the process has been posted to the city's web site. Each Institution would submit an Institutional Development Plan (IDP) setting forth a longer range plan for growth. It is acknowledged that MMC's initial IDP will be limited in scope as MMC has not had the time to undertake a broader master plan exercise given the City's recent change in policy.

Staff does not expect the IDP process to elongate any project's approval, including MMC's Project, but does anticipate a better structure that will allow institutional growth in a predictable fashion for those in the community.

Following the approvals of an IDP, any institution will then return to the Planning Board for approval of its Site Plan, under the City's existing site plan standards.

General discussion among the attendees touched on the following topics: what happens to the existing Conditional Zone, allowing MMC to expand on its existing and leased property in the vicinity, will "Gateway" sites be recognized in this process, parking is essential ...

IV. Certificate of Need Process

The clinical components of MMC's Project will need to be approved by the State of Maine in a process known as the Certificate of Need process. It is expected the Hospital will be submitting its application in early 2017. A certificate of need application will be filed once we've have a complete plan for the delivery of clinical services in the hospital, something that is detailed and technical.

V. Site Soil Tests

MMC will initiate soil testing the week of November 21, 2016 to understand the soil composition in the area of construction. The neighbors will likely see this work occurring – during

daytime hours only. Attached is the site of identified areas of testing that are known to date. The work is anticipated to last 1-1 ½ weeks.

- V. Adjournment. As there were no further questions the meeting was adjourned at 5:30 pm.

DRAFT



December 6, 2016
Expansion Group Minutes
East Tower Classroom #3

Attendees:

Tim MacNamara
Jeff Sanders
Walter Pochebit
Anne Pringle
Garry Bowcott
Rich Petersen
Ian Jacob
Michael Patterson
Penelope St. Louis
Emma Holden
Dennis Morelli
Trevor Watson

I. Greeting and Introduction

Rich Petersen extended a welcome to the attendees.

II. Overview of MMC Institutional Development Plan

III. Jeff Sanders walked the group through a slide presentation to be used at the Planning Board meeting on December 13, 2016. Mr. Sanders explained the factors causing MMC to seek City approval for its replacement and modification project.

- To explain the high census that MMC experiences, Mr. Sanders walked the group through a “typical day” at MMC. He explained that often the hospital has a limited number of beds available to treat its patients, due in large part to the number of beds that cannot be occupied in existing semi-private rooms due to infection or disease related issues, gender conflict, and the like.
- In addition to limited capacity issues, Mr. Sanders outlined the aging infrastructure at MMC that must be modernized. It was shown that 77% of the buildings at MMC are older than 30 years old and 62% are greater than 47 years old. Further, the employee parking lot on Congress Street is at the end of its useful life and needs to be taken down and its parking capacity replaced.
- Mr. Sanders explained that state of the art care today requires bigger rooms to accommodate the technology needed to properly treat patients. More

advanced medical treatment being provided locally, rather than in Boston, often requires larger space to accommodate the number of providers present during complicated medical treatment and surgeries.

- MMC has a fairly high case mix index, meaning it is providing treatment to ever increasingly complex patient needs.
- Details on MMC's project were provided to the group, it being explained that the hospital planned within the geography of its existing campus. A slide was shown which depicted where the planned replacement and modification would take place.
- The presentation shared with the group the slides which will be presented to the Planning Board on December 13, 2016.

During and throughout the presentation there was a dialogue amongst the group. Questions related to alternatives or incentives available to limit the number of parking spaces needed on campus. Mr. Petersen acknowledged that thought will be given to trying to provide additional incentives to MMC employees to car pool, bike or use other means of alternative transportation to and from the MMC campus.

Does MMC have a high volume of elective surgery? Rich Petersen explained that MMC does all that it can to provide elective care and treatment of patients in ambulatory settings to the extent possible, like at its Scarborough Surgery Center. Additional off site ambulatory care settings are being explored – both within and outside of the city of Portland. However, it is doubtful alternative locations will diminish to the volume of services needed at the medical center.

Where is MMC in its soil sampling? Mr. Pochebit explained MMC is about halfway through soil testing on the Gilman Block. It will then move to undertake four soil samples at the south lot to identify the soil composition. Nothing is planned for the south lot today but it is good information to have moving forward.

What is the balance to be achieved in the number of stories for the Gilman Street parking Garage? MMC will know more when its soil sample results are back. It is looking into whether any of the parking levels can be accommodated underground. It was recognized that there is a cost differential for underground parking. Mr. Petersen informed that the parking proposed does not add additional capacity it is replacing the existing garage. Presently, MMC leases off-site parking at over 6 different locations in the City, utilizing a shuttle bus system to transport its staff to and from the medical center. Analyzing transportation is an ongoing process at MMC. As part of this Project, MMC is planning to add 225 car spaces to the visitor's garage.

Two views were expressed by two neighborhood representatives: – having a car is a privilege that should come with a pricetag; - are we asking MMC to alter the societal norms that have been imbedded around car ownership and use? Are we asking MMC to change our behaviors?

IV. City Update

Tuck O'Brien, City Director of Planning presented an update on the status of the City's Overlay Zone development. He indicated the City's intent is for the Overlay Zone and institutional IDPs to be able to take into account on a more consistent basis the unique challenges faced by the City's institutions. Alternatives to development should be allowed where the alternatives are the best solution for the institution, the surrounding neighborhoods and the City as a whole. The process allows for the balancing of demands including financial considerations, the viability of the organization, the concerns of the neighbors, etc. Mr. O'Brien recognized that MMC's IDP will be an iterative process but is a good first step towards achieving goals of benchmarking baseline data that can be informative in coming years. Rome wasn't built in a day.

The City will be presenting further development of the outline of an Institutional Overlay Zone to the Planning Board on December 13. MMC has not formally applied for anything yet but will provide an introduction to its project to the Planning Board in conjunction with the City's IOZ presentation.

V. Upcoming dates to Calendar

MMC will be inviting its neighbors to a meeting on January 12, 2016 at 6 – 7:30 pm at the Dana Center to present its project and answer questions from the neighborhood. The City will have a representative there as well to inform on progress regarding the IOZ and IDP development.

The Expansion Group members are invited to a sit down with MMC's Urban Designer, Basak Alkan, the week of December 12 to share thoughts on MMC's Project in order to thoughtful planning of the IDP. Ian suggested a charrette be held.

Recognizing that the Neighborhood Associations meet monthly, Jeff Sanders extended an offer to have MMC attend those meeting(s) upon request.

VI. Future Agenda Items

If the Expansion Group wants to place an item on the Agenda, email Penny St. Louis. One item that will be discussed in January is the website development for the MFP Project. It is intended that the website will provide our neighbors with up-to-date information on the Project as it proceeds through construction.

VII. Adjournment.

As there were no further questions the meeting was adjourned.

Expansion Group Meeting

January 4, 2017, 12:00pm – 1:00pm

Maine Medical Center

East Tower Class Room 3



Minutes

Attendees:

Tim MacNamara
Jeff Sanders
Walter Pochebit
Anne Pringle
Garry Bowcott
Ian Jacob
Michael Patterson
Penelope St. Louis
Emma Holden
Dennis Morelli
Trevor Watson
Clay Holtzman

- I. Greeting and Introduction
Jeff Sanders extended a welcome to the attendees.
- II. City Update – Tuck O'Brien was unable to make the meeting and therefore no City Update was presented.
- III. Communication Plan Clay Holtzman, of the MMC Communications Department, presented to the Group. He explained the neighborhood communication plan MMC has developed using the MMC website. Clay described, through visual demonstration, the locations and context of MMC project developments and updates on the website. There is a link for project updates and schedules as well as a direct link to the City Planning Department website. In addition, Clay walked the Group through the email link for members of the public to ask questions or submit concerns regarding the project as it progresses. The questions will be logged and responded to. Clay concluded his presentation and asked the group for comment and feedback information or other suggestions to enhance MMC's communication efforts.

Suggestions were made by neighborhood representatives as follows: renaming the link from "Bramhall Modernization" to something referencing the "MMC hospital"

- project” to make it easier to locate. Another neighbor suggested a different title to the page that describes project updates. A question was raised as to whether the City could create a special link dealing with this project. Finally, it was requested that the upcoming neighborhood meeting date, time and location be posted.
- IV. Introduction of Basak Alkan, Perkin and Will Urban Planner Jeff Sanders introduced Basak Alkan, the Urban Planner working with MMC and the neighbors to review the initial draft of the IDP, recognizing that this document will undoubtedly change upon the finalization of the City’s Institutional Overlay Zone language still in development.
- V. Overview of MMC Institutional Development Plan The draft Institutional Development Plan was presented to the Group and Basak explained the various elements being considered for inclusion at this time. Group participants asked several questions and made suggestions: include in the IDP document the land holdings of MMC even if they are not to be included in the Overlay Zone Boundary. MMC agreed. A member expressed disappointment in feeling that this project lacked sufficient thought by MMC, did not appear to make sense and seemed to be fast tracked. Jeff Sanders explained that MMC has a critical need for patient beds that can no longer be delayed if the patients of Maine are to be treated locally. He informed that the program needs have been considered for some time and this plan has been thoughtfully developed to meet the immediate needs of patients seeking tertiary care in the State. A question was asked about including the South Lot and 887 Congress Street in the Plan. In fact, these two lots have been shown as possible sites of future development, although has no plans for additional development of these sites at this time. At the request of the neighbors, MMC will describe the area of the Pavilions in its plan and indicate the potential in the future to develop in that area although there has been no consideration of doing so by the Hospital. A question of when details in the garage will be presented. In addition, the continued request for active uses on the first floor of Congress Street façade was voiced. A question was asked as to whether alternative locations for parking have been considered. Jeff Sanders indicated that due to the parking needs of the clinical staff caring for patients 24/7 no other suitable locations have been identified at this time.
- VI. Timeline and Upcoming Neighborhood Meeting– Jeff Sanders reviewed the schedule of upcoming meetings of import:
- Upcoming meeting with Planning Board (1/10/17)
 - Meetings with neighbor representatives and Basak Alkan (1/11/17)
 - Upcoming meeting with neighbors (1/12/17)
 - Updated timeline being worked on with the City
 - Expansion Group next meeting East Tower Classroom #3 (12:00-1pm)
- VII. Rumors? A question was asked as to whether there was not a higher and better use for the Gilman Block than for a parking garage.
- VIII. Adjournment



JAN 12, 2017 / OPEN HOUSE COMMENTS

NEIGHBORHOOD MEETING / OPEN HOUSE

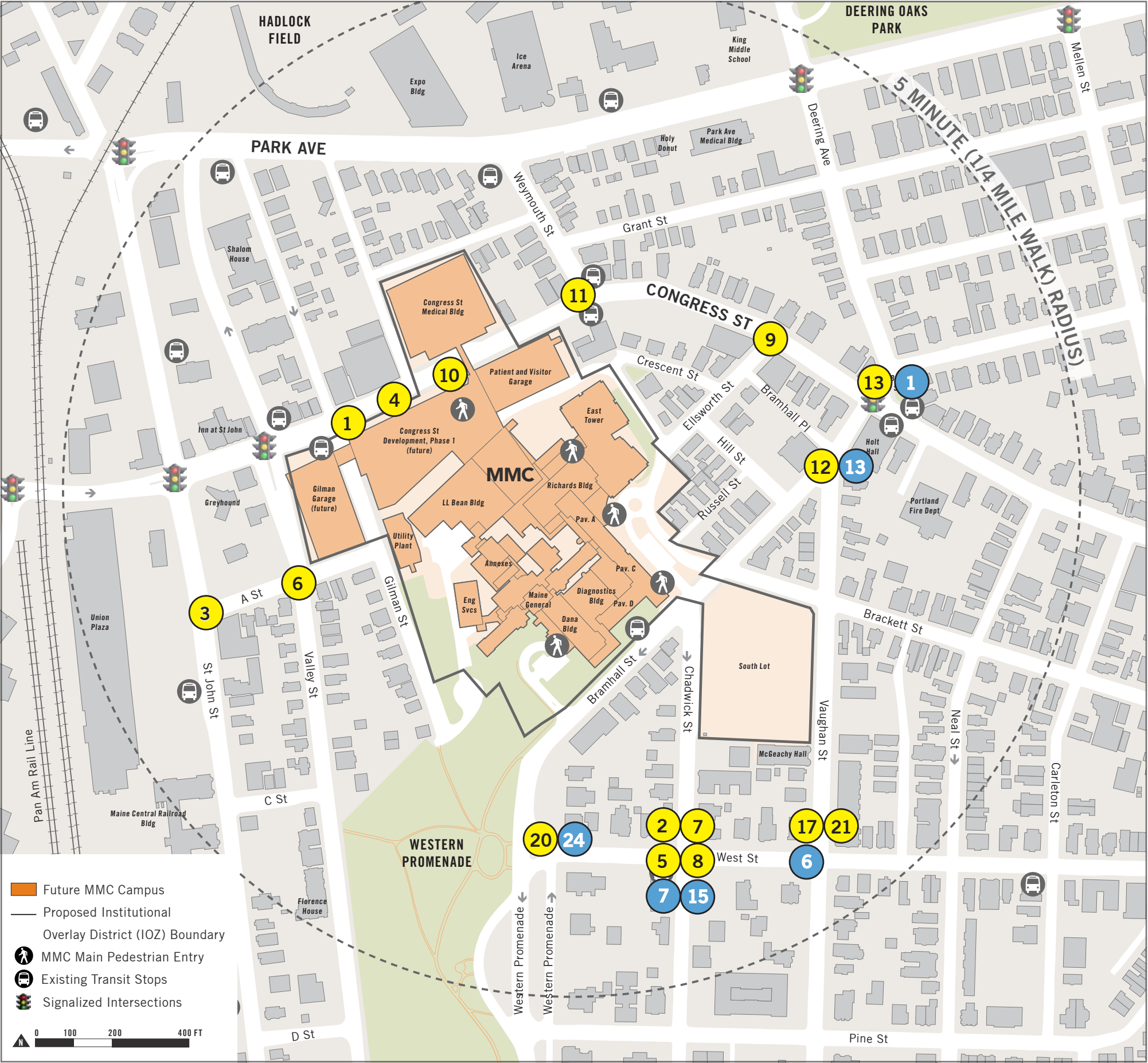
January 12, 2017

5-6pm - Open House

6-8pm - Meeting

Dana Center Auditorium and Lobby





WHAT ARE THE MOST DANGEROUS SPOTS FOR PEDESTRIANS ● AND BICYCLISTS ● ?

Participants picked from a stack of pre-numbered dots to place on the map. The numbers on this map correspond to the dots that were picked from the stack, and may not therefore be contiguous. Participants were given an option for providing additional information on that location by writing comments on a card, and including their name and address on the card. These comments are listed below.

● DANGEROUS SPOTS FOR PEDESTRIANS

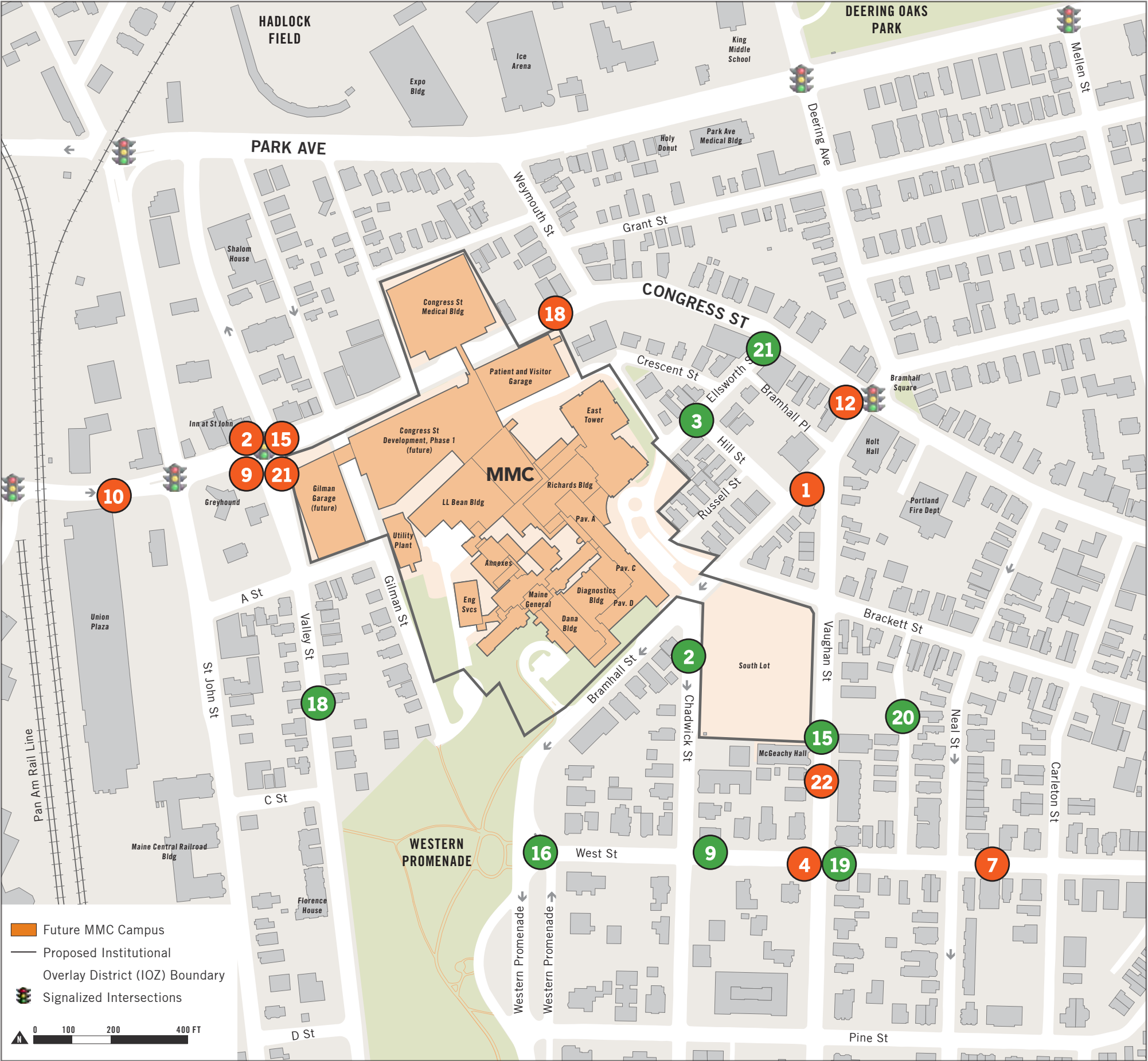
- 2. Cars fly down Chadwick to West and many don't bother to stop at the stop sign.
- 7. MMC traffic often blows through stop sign at top of Chadwick at West Street and treats West between Chadwick and Vaughan as one way. Very dangerous!! They are often confused and distracted. (Drew Anderson, 92 West St.)
- 8. I can see the intersection of West/Chadwick from my house. We witness a traffic infraction at that intersection about every 15 minutes.
- 10. Need street level pedestrian crossing.
- 11. Hard to cross, especially @ Congress and Weymouth (Emma Pope-Welch, 12 Boynton St)
- 12. Known risky intersection for cars, bikes, pedestrians
- 13. Hard to cross, especially @ Congress and Weymouth (Emma Pope-Welch, 12 Boynton St)

No further input was provided for points 1, 3, 4, 5, 6, 9, 17, 20, and 21.

● DANGEROUS SPOTS FOR BICYCLISTS

- 1. No room for bikes. I've seen BAD CLOSE CALLS! (Emma Pope-Welch / 12 Boynton St)
- 13. Known risky intersection for cars, bikes, pedestrians

No further input was provided for points 6, 7, 15, and 24.



● WHERE DO YOU GET STUCK IN TRAFFIC?

● WHERE ARE THE CUT THROUGHS?

Participants picked from a stack of pre-numbered dots to place on the map. The numbers on this map correspond to the dots that were picked from the stack, and may not therefore be contiguous. Participants were given an option for providing additional information on that location by writing comments on a card, and including their name and address on the card. These comments are listed below.

● CONGESTED ROUTES

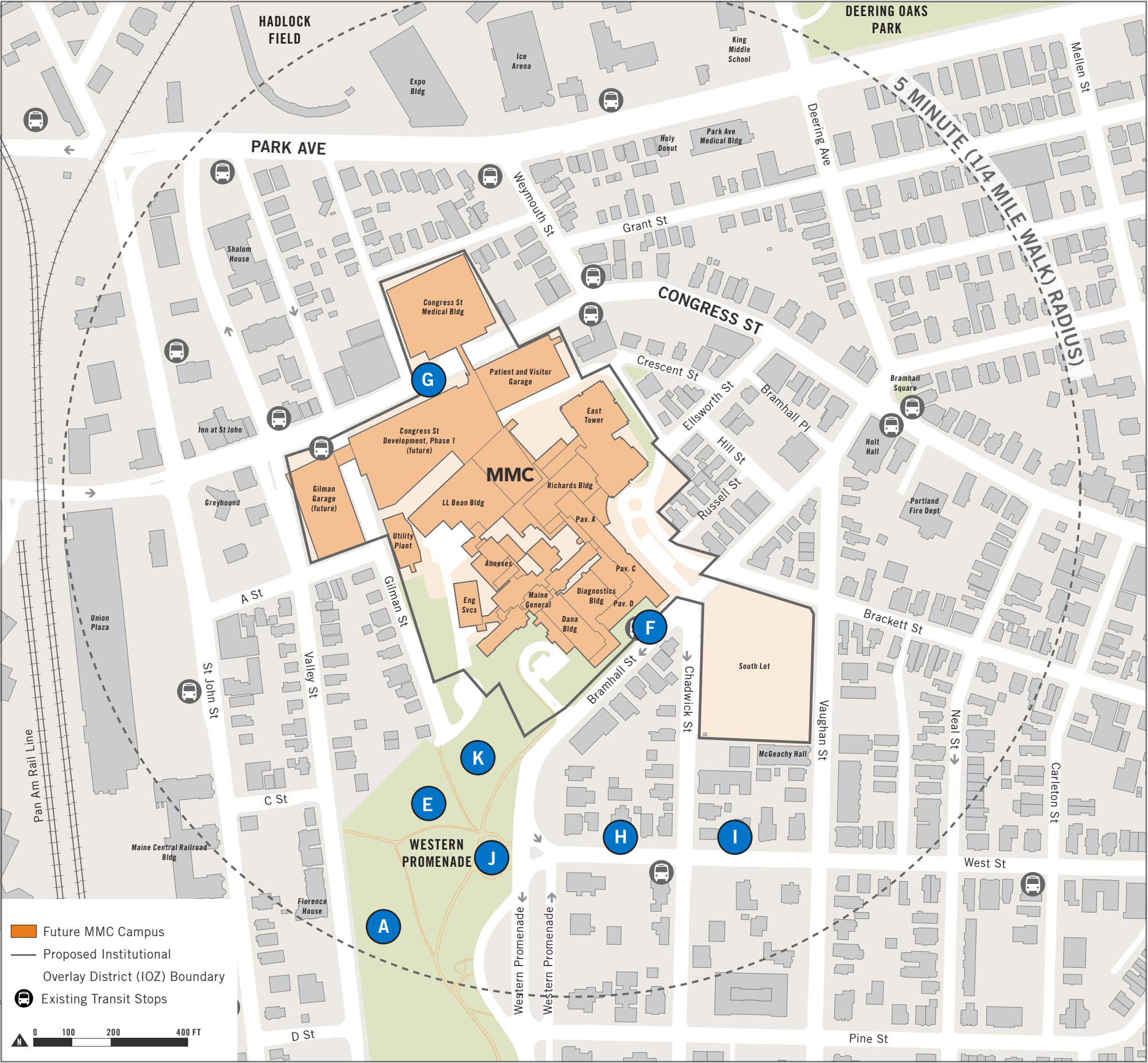
1. Traffic can build up at Bramhall hill headed toward Congress from Bramhill, and MMC visitors often miss the stop sign and fly through. (Randy Dee Ferrell, 7 Russell St.)
10. Right turn exit from Union Station (into 3 lanes of traffic) is extremely challenging.
12. I use Ellsworth as a cut through when traveling west on Congress to avoid right turns at light at Bramhall and Congress.

No further input was provided for points 2, 4, 7, 9, 15, 18, 21, 22.

● CUT-THROUGHS

1. Too many cars come out of the south lot right now. I would HATE to see an increase in the number of cars parking there. Can the exit/entrance be moved to Bracket?! That would be a huge improvement.
18. Proposed entrance off of Valley Street into the new garage will result in back up south down Valley Street. Additionally, most vehicles will be coming north on Valley, crossing a street to enter the garage, not the opposite direction (from Congress).
20. Maine Medical Staff park on Neal St., illegally cut through driveways to Marshall St., then through Maine Medical building on Vaughn St. to Maine Medical campus.
21. I use Ellsworth as a cut through when traveling west on Congress to avoid right turns at light at Bramhall and Congress.
- No real cut throughs, but some neighborhood streets (especially one way) have heavy MMC related traffic. (Anne Pringle / 44 Neal St.)

No further input was provided for points 2, 9, 15, and 16, 19.



WHAT NEIGHBORHOOD AMENITIES DO YOU USE AND VALUE THE MOST?

Participants picked from a stack of pre-numbered dots to place on the map. The numbers on this map correspond to the dots that were picked from the stack, and may not therefore be contiguous. Participants were given an option for providing additional information on that location by writing comments on a card, and including their name and address on the card. These comments are listed below.

VALUED NEIGHBORHOOD AMENITIES

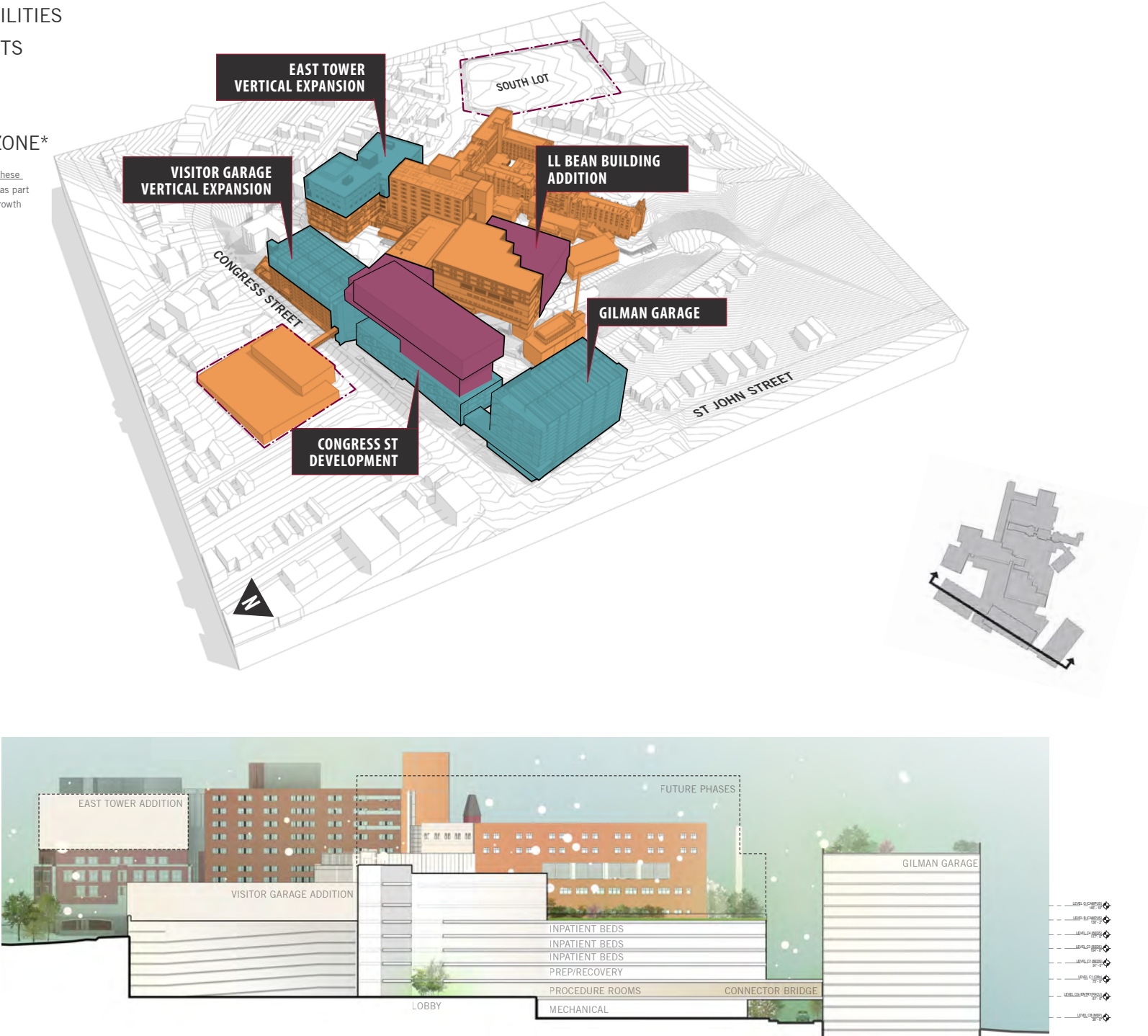
- E. Park
- F. Bus Stop
- G. Bus Stop

No further input was provided for points A, H, I, J, and K.

MAINE MEDICAL CENTER / CAMPUS TRANSFORMATION PLAN

- EXISTING MMC FACILITIES
- PROPOSED PROJECTS
- LONG-TERM PLAN
- LONG-TERM REDEVELOPMENT ZONE*

* While no specific use is identified for these parcels currently, they will be preserved as part of the campus to accommodate future growth and transformation needs, if any.



OTHER COMMENTS

Participants were asked to leave any general comments related to MMC’s proposed long-term plan (see at left). Those comments are copied below.

1. In long-term future planning, I hope MMC will consider removing the facilities enshrouding the façade of Maine General (Dana, Diagnostics, Pav. C, Pav. D and incorporating the lost square footage in new construction on Forest St. and the South lot.
2. The diagram shows the garage bordering St. John and not Valley St. This is incorrect. The garage is not welcome in this part of the neighborhood. (Jenny Mackenzie)
3. How is the city to handle the abatement of the garage near Gilman to reduce the inconvenience/pollution of the Gilman and Valley residence? (K. Snyder, 24 Gilman St.)
4. What is the plan for the construction parking vehicles and how will it affect congestion on Gilman and Valley St. residences? (K. Snyder, 24 Gilman St.)
5. How is 5 years of construction to be handled to keep the residences of Gilman and Valley St. quality of life from being reduced? (K. Snyder, 24 Gilman St.)
6. I have grave concerns about the noise level during construction negatively impacting my sales/income. (Toni Morrison / Inn at St. John / 207.773.6481 / TMorrison16@msn.com)
7. My other concerns pertain to construction workers parking around my building. (Toni Morrison / Inn at St. John / 207.773.6481 / TMorrison16@msn.com).

Expansion Group Meeting

February 1, 2017, 12:00pm – 1:00pm

Maine Medical Center

East Tower Class Room 3



Minutes

Attendees:

Tuck O'Brien
Tim MacNamara
Jeff Sanders
Walter Pochebit
Anne Pringle
Garry Bowcott
Penelope St. Louis
Emma Holden
Trevor Watson
Lin Parsons

Tom Judge, Guest, LifeFlight of Maine

- I. Greeting and Introduction
Jeff Sanders extended a welcome to the attendees.
- II. City Update – Tuck O'Brien provided an update on the City process. The next Planning Board meeting is scheduled for February 14, 2017 at which the City will discuss the requirements of the IOZ, as currently drafted. The Planning Department was gathering additional feedback from other institutions which may have input into the IOZ text.

On March 14, 2017 MMC will present its updated IDP to the Planning Board. Tim McNamara questioned whether MMC would be submitting any updates to its IDP for the February meeting. Tuck acknowledged that the City only recently provided its updated requirements to the Hospital and that MMC was undertaking efforts to prepare to meet those requirements but would not be submitting an updated IDP in advance of the February meeting.

- III. LifeFlight of Maine (LOM) Presentation – Tom Judge of LOM provided a lengthy and informative presentation on the operations of LOM, both statewide and as it relates to MMC. He requested that all questions to LOM be directed through a central person at MMC.

LOM began its operations in 1998. It is ranked in the top 5% of medical emergency helicopter transports in the world. LOM currently has two helicopters servicing the state: one is located on the campus of EMMC in Bangor and the other is located in Lewiston. LOM is soon to acquire a third plane to be stationed in Sanford, Maine.

LOM provides coverage throughout the state, covering all year round inhabited islands to the far reaches of the state. Demand for its services is steadily increasing year over year with 87% of its transports being hospital to hospital and the remaining 13% being all other (car accidents, state police calls from rural areas, logging accidents or other obvious emergency needs). LOM makes on average 1800 transports annually and projects reaching an annual transport of approximately 2400.

LOM only makes emergency transports, defined as a situation where there exists a risk to life or limb. Helicopter use is not taken casually and whenever possible ground transport is used. This is in large part due to the cost of a helicopter transport which can run between \$12,000 and \$100,000. LOM respects a physician's request of where the patient is to be transported. Where there is no specific request, LOM transports to the nearest hospital, with one caveat. Because of the specialty provided by MMC's Barbara Bush Children's Hospital, all children are transported to MMC.

Tim McNamara asked specific questions about LOM and MMC transports. He is grateful for the service provided by LOM but is concerned that a different group of Portland residents will be affected by the change in location of the helipad landing at MMC.

Tom indicated that LOM has transported an average of 450 patients a year to MMC for the past 2 years. He would anticipate that number to increase to an average of 2 per day in the future. Tim felt those numbers were low but Tom confirmed them. Tom also stated that the proposed new pad on the top of the East Tower addition would not require a change to the flight path. Since the proposed helipad would be at a higher elevation, it should result in lower noise and vibration is on the ground.

On occasion LOM may deviate from the set flight path, mostly due to weather conditions or other air traffic. There have been 27 reports of flight path deviation over the last decade. When there is a reported deviation LOM looks at GPS to identify the path taken and investigates as to the cause.

On infrequent occasions there will be more than one helicopter transport to MMC at the same time which may cause more air traffic than is desired. On such an occasion a second helicopter may have to divert to the jetport only to return to the MMC helipad to pick up its crew. In order to allow patients with emergency needs to be delivered expeditiously and safely to MMC and to avoid unnecessary air traffic,

the hospital is hoping to design the new helipad to accommodate two helicopters at the same time.

- IV. Communication Plan Update – Penny St. Louis informed that the MMC website has been updated to include the minutes of the Expansion Group Meetings. In addition, a link to a committed project page at the City is in progress.

A question was raised with the attendees regarding future neighborhood engagement and what thoughts the neighbors have in this regard. Any ideas will be received at or before the next Expansion Group Meeting.

- V. Timeline and Upcoming Neighborhood Meeting– Jeff Sanders shared that VHB has been brought on as MMC's Parking and TDM expert and that information will be brought to the Expansion Group in March.

The core samples from the Gilman Block are currently at the lab being analyzed.

Turner Construction has been hired by MMC to undertake Pre-Construction analysis.. The Construction Manager will ultimately be responsible for developing a Construction Management Plan, which will be brought to the Expansion Group when developed. Jeff acknowledged that MMC cannot eliminate disruption from the project build out but it will work to mitigate the disruption to the neighbors. Tuck stated the Construction Management Plan will be finalized at the Site Plan approval stage in the preview process.

- VI. Neighborhood Updates?

In response to a question about the Libbytown Cloverleaf elimination, Tuck O'Brien stated the City has no plans to resurrect that at this time. He indicated that MDOT is not amenable to the decommissioning of the "Cloverleaves" and that the issue is not before anyone at the City at this time.

Future Agenda Items – none noted.

- VII. Adjournment

Clarification 2017-02-06 from LOM

Just to be clear, the average charges for a helicopter transport in Maine are \$12,000.

These are discounted by Medicare, Mainecare, and of course to patients with no insurance. LifeFlight has contracts with all of the major insurance carriers.

There are NO transports in Maine at \$100,000. That is a problem out west NOT in New England.

Expansion Group Meeting

March 1, 2017, 12:00pm – 1:00pm

Maine Medical Center

East Tower Class Room 3



Minutes

Attendees:

Tuck O'Brien
Tim MacNamara
Jeff Sanders
Walter Pochebit
Anne Pringle
Garry Bowcott
Penelope St. Louis
Emma Holder
Ian Jacob
Lin Parsons
Dennis Morelli

I. Greeting and Introduction

Jeff Sanders extended a welcome to the attendees and acknowledged the groups concern with his suggestion to cancel today's meeting. Jeff explained that MMC has committed to bringing issues to the Group in advance of public dialogue for input and feedback, and at the time of this meeting MMC did not have updates and other agenda items had not been submitted. Given that the participants felt they had new issues to discuss, MMC is always willing to meet.

Jeff communicated that the needs of the neighborhood are important considerations which MMC is taking into account. However, patient needs are paramount given the needs for timely, lifesaving healthcare and the capacity constraints being experienced at MMC.

Emma requested an opportunity to communicate different ideas and suggested that MMC should use the neighbors as resource when developing its plans.

Tim hopes that the neighbors will have input or a say in either the design of the building, the scope of the project, or the impacts to the neighborhoods and he worries when he believes questions are unanswered or remain outstanding.

Jeff acknowledged that the big item of concern in this project is parking. MMC has heard the neighbors' concerns around this issue especially relating to St. John and Parkside. Jeff communicated that MMC is looking at alternatives regarding parking

and he is unable to speak further as the alternatives are not finalized and are still under review. One thing is certain: there will need to be parking on the Gilman block. The question still to be answered is the number of required parking spaces there. MMC consultants are still working the numbers for required parking which will obviously inform parking structure development and location, as will the TDM efforts to be taken by MMC.

- II. City Update – Tuck O'Brien provided an update on the City process and specifically discussed the IOZ text. He acknowledged the Planning Board did have questions at the last workshop about the IOZ and the City Staff has provided a 2/28/17 memo to the Board. This has been posted on the City's website. The Planning Board may be presented with the IOZ at a public meeting on 3/14/17 but Tuck continues to evaluate timing. MMC may provide the Planning Board with an update on its IDP development at the March 28 Planning Board workshop but this will depend on the completion of the analysis by its consultants.

In addition, Tuck informed that the City is holding a final meeting on March 16 at King Middle School to discuss the City's Comprehensive Plan. A public Hearing on the Comp Plan is scheduled for March 23, 2017.

Tim was concerned that the Planning Board members are confused about the IOZ/IDP. Tuck admitted the last workshop could have gone better but the City is working to better explain the zoning to the Board. He recognized that this is a complicated zoning process.

Jeff's goal throughout this process is to have issues from the neighbors be vetted at the Expansion Group before proceeding to the City. To that end MMC may be scheduling an off-cycle meeting share with the Group information as it becomes available before it is sent to the City. Neighborhood feedback is welcomed with the recognition that there may not be agreement on all issues. Emma requested any such meeting be held mid-day to accommodate her schedule.

- III. Closing of Gilman Street? Tim asked about this issue because it was raised as a possibility early in the process and he hasn't heard anything further on the topic. Walter Pochebit indicated that it is unlikely that MMC will be seeking to discontinue the lower portion of Gilman as its delivery trucks access the hospital up Gilman. Any alternative course would be problematic for truck turning radius needs. Tuck also indicated that there is a difference between a public street discontinuance and a street vacation and recognized other measures that may be taken by the City to prevent traffic cut through. Metro has already been informed that they cannot cut through the St. John/Valley neighborhood to avoid traffic lights.

Tim suggested that consideration be given to building a deck over Gilman, allowing for delivery trucks to travel though and to provide additional parking spaces on the

upper floors. Tim is concerned that the location to the Gilman parking structure off Valley Street only will be a disturbance for the neighbors. He feels multiple entrances to the garage could alleviate traffic congestion.

Jeff indicated that the plans for the garage are not final and all issues continue to be analyzed. Emma inquired as to the number of “urgent care employees” to be accommodated in the Gilman garage. Jeff indicated those numbers are still being defined. Presently MMC provides parking garage spots based upon seniority.

Tuck noted that TDMs are not an overnight success and that small but incremental impacts from TDM are huge successes. However, he also recognized that reducing car dependency is not the responsibility of one but of many and it will take everyone in the City and surrounding communities to work together for change. Emma and Ian felt that the MMC project could be used as a first step.

Ann believes it is a mistake for MMC to build a parking garage on the Gilman block. Basak stated that, given the choice, MMC would rather spend its money on patient care and has zero incentive to overbuild parking capacity. VHB is hired to assist in arriving at the right number of parking spaces need to meet demand after successful TDM measures have been taken into consideration.

- IV. Union Station Plaza being considered by MMC? MMC currently parks cars at this location. Jeff Sanders indicated he cannot make any more of a statement other than that MMC is looking at alternative locations to handle parking needs.
- V. Soil Samples Update? This issue was requested to be addressed by Trevor Watson. Walter Pochebit indicated that a draft soil report was generated and presented to MMC last week. MMC’s engineers have been provided the report for evaluation and analysis.
- VI. TDM MMC will be holding a neighborhood Meeting on March 21, 2017 for the larger neighborhood group. VHB will be present current data as it relates to the baseline parking data and to explain an approach to TDM. Emma believes that the whole conversation is too car centric and suggests that the Expansion group commit to going car free for some time to make a leadership statement. Jeff is waiting for the expert opinions from VHB regarding what incentives would assist in changing behavior and he will share the results of the MMC transportation survey with the expansion group.

Ian suggested everyone read the book “The High Cost of Free Parking.”

Jeff indicated an off-cycle meeting will be held to share additional information. .

VII. Adjournment

Neighborhood Meeting Minutes

March 21, 2017, 6:00pm – 7:30pm

Maine Medical Center

Dana Center Auditorium



Minutes

An informal meet and greet in the lobby of the Dana Center took place prior to the commencement of the 6pm meeting.

1. **Welcome and introductions** – Jeff Sanders COO welcomed the neighborhood attendees to the meeting and set forth the agenda for the evening. Zack Barowitz and Tim McNamara, two Neighborhood Representatives in attendance, were acknowledged.
2. **MMC Updates** – Jeff Sanders updated the neighbors on the progress of the Master Facility Plan. Last week MMC recently filed its Certificate of Need with the state regulatory authority. It is the expectation that the state's review of the application will take +/- 9 months.

MMC has been working closely with the City through the new IOZ and IDP process. The current plan is to submit MMC's IDP to the City towards the end of April. In working through the process, MMC continues to work on its Transportation Demand Management (TDM) strategies, which will be outlined in the IDP. It also continues to work on its parking demand and supply numbers which VHB will share with you. MMC has recognized that its need for parking, and parking locations, is of primary interest in this process. MMC has been listening to the neighborhoods' thoughts on parking locations and the concerns that have been raised over the height of the Gilman Block garage. As a result, MMC is undertaking an analysis of potential alternative locations for parking structure(s). While the Gilman Block continues to be a viable option, and no one location is mutually exclusive, MMC is exploring other potential locations, in particular the South Lot and 222 St. John Street (East Brown Cow). MMC has further work to complete before understanding the viability of these other sites.

MMC has hired Turner Construction to work on pre-construction activities, such as cost estimation services. Turner may be engaged for the whole project and that will be determined over the next several months.

Following the City's approval of its IDP MMC will then proceed to the site plan approval phase of the project.

3. **City Update-** Jean Fraser, Senior Planning, City of Portland, updated the neighbors on the IOZ process. The City has been developing an umbrella Institutional Zoning ordinance which is designed to promote flexibility for institutional growth and transparency of communications with neighborhoods. The IOZ has been through four Planning Board workshops. The Ordinance text will be presented to the Planning Board public hearing on March 28, at 4:30 pm.

4. **VHB Presentation-** Sean Manning from the national parking and traffic consultant group, VHB, has been hired by MMC to assist with parking demand and TDM. The questions he asked include: how does MMC function with parking today and how it should address growth; how does MMC's existing TDM work and what measures could be successfully implemented to achieve a sustainable multi-modal solution for staff to get to the hospital (i.e. use of other modes than driving / parking).

Mr. Manning presented an outline of the data collected to date and the conclusions reached regarding parking demand and supply at MMC, both today and 5 years from now. The presentation was lengthy with the following highlights:

A) due to the nature of healthcare the majority of patients will drive to the hospital. This is true even in cities where there exists a robust public transit system. TDM principles do not easily apply to increasingly sicker patients coming to the hospital. In addition, MMC's patients, being a tertiary hospital, are coming from a large catchment area and are driving to the Hospital. How can MMC provide a parking system for patients, which results in a quality experience for the patient? Patient parking today is undersized and the data collected indicates, subject to additional refinement, an additional 200-250 spaces will be needed at the end of 5 years. This estimate has withstood a peer review assessment performed by VHB.

B) In areas where there is a substandard public transit system, it is not unusual to see a high percentage of staff also driving to work. VHB estimate about 91% of MMC staff currently drive to work. Given its knowledge and experience dealing with healthcare entities, and the demands of such workplaces, this was not a surprising number to VHB. C) Currently MMC does not provide enough parking for staff. VHB is refining the numbers but it is estimated that MMC will need to provide an additional 500-600 spaces for staff to accommodate the demand in 5 years' time. These estimates have undergone a peer review with other healthcare entities in the northeast/Midwest and the numbers are in line with other similarly situated healthcare entities.

D) Mr. Manning noted basic concepts in TDM that are being studied presently to determine what methods will achieve the highest results for MMC. There is a desire by the hospital to have sustainable multi-modal transportation alternatives to vehicles. Mr. Manning cautioned that MMC can move the needle on the number of employees using TDM but, that based upon his experience nationally, expectations need to be reasonable as to the number of employees who will choose to alter behavior in the short term.

A good discussion resulted from questions raised by the neighbors in attendance including: creating barriers to unfettered access to parking MMC parking garages; the lack of general success of automated parking; probing the basis for peer review comparisons; the need for robust public transit by City and state entities in order to spur a change in commuter behavior; the use of incentives and disincentives in a TDM plan; the need to accurately and clearly explain the parking demand and supply numbers is crucial.

Q: Interim parking spaces? **Sean:** The new employee parking garage portion of the project is an important one to address and plan for first because that must be constructed first in order to remove the existing garage, which then would allow construction to begin on the largest part of our project: the Congress street building that will house the new procedure rooms and patient

rooms.

Q: Where do the staff parking demand numbers come from? **Sean:** The demand numbers are peak accumulation number from weekday use. In the world of parking design for healthcare facilities, we take away all the days that are not representative of a typical day (summers, holiday weeks, Mondays and Fridays year round). We pick representative time of the year Jan-Feb-March, Sept-Oct, and conduct studies on a representative Tue, Wed or Thursday. We want to make sure the demand analysis is representative. This is peak typical weekday demand that happens 100 times a year. If there was a specific time during one day of the week that was most representative of peak demand it would probably be a Wednesday at 11:30am.

Q: Would that number be totally different if it was taken at 11pm. **Sean:** Yes, activity at the hospital is much lower at that time – fewer employees, fewer visitors, no vendors, etc. The patient number could be about half and staff might be half and even lower.

Q: Will there be more incentives on TDM before the next phase of parking development? **Sean:** The numbers presented have not factored in positive TDM impacts. However even the most effective TDM plan will only impact a limited number of employees. Any TDM at MMC could positively change parking demand, but it would not likely be 100s of people. Although we would be very happy with that and I think the neighbors would too, it has been shown in numerous projects we have worked on there is a limited segment of the total employee population that would respond positively to a TDM no matter if it is based on incentives, penalties or a balance of both. It's our job to come up with a strong TDM program that will influence that target segment.

Q: What is the capacity of the current parking garage which will be eliminated? **Sean:** Capacity is 1200.

Q: Have you looked at property elsewhere in the City or outside of the City (i.e. in Westbrook, etc.) to build a parking garage? **Jeff:** Right now 222 St. John Street and the South Lot are the areas being evaluated. We are looking at other areas with a heavy concentration of employees that may present opportunity for shuttle service/car pool/ etc. However we have heard from employees that they prefer to park close to work due to the unpredictable nature of their work shifts; many employees shorten or extend their shift to accommodate patient demand. There is also a safety aspect as many, many employees come to or leave work in the dark and they are also required to come to work despite inclement weather. Employees also need predictability.

Q: Does the calculation of parking spaces currently available include the surface lot at East Brown Cow? **Sean:** Yes. Currently we have many employees who park in this lot and shuttle to the medical center.

Q: Would you update your slide to identify the locations of existing parking serving MMC? **Sean:** Yes, we can do that.

Q: Are you looking at what other institutions are doing for TDM and how MMC compares to that? **Sean:** Yes and it varies widely. The more urban the environment, the less parking provided because parking is incredibly expensive. In Boston, if you don't validate as a patient, parking in a hospital garage for 8 hours will cost you \$50. Also, Longwood Medical Area in Boston has a Consortium called MASCO that manages TDM for many organizations. They own and operate 50 shuttle buses. At Washington University in St Louis, people park for free. You couldn't charge for parking because no one would pay as parking is typically abundant in that community. Maine has the same issue - the market doesn't call for charging for parking because in most cases people don't need to pay to park. However MMC is located in an urban environment and on a tight footprint on a large hill. Under these circumstances and in a vacuum, people would normally be asked to pay for parking and they would expect to have to pay for parking. However

most Mainers aren't used to paying for parking so that creates a natural challenge for us as we develop our institutional TDM. Overall TDMs are very unique to the institutional context.

Q: Is MMC a forerunner in TDM? **Sean:** In 2005-6 the City required a TDM plan at MMC. No one else in the City had implemented a TDM at that time. The second and third-largest employers in the City behind MMC (the City of Portland and UNUM) do not have TDM plans. So in that regard, yes. VHB is now evaluating the MMC program and looking to take it to the next level. Again there are some challenges for MMC and revisions to its TDM but we think there is an opportunity to develop a program that can viably serve a segment of MMC employees. The key will be to craft the right program and for us to have appropriate expectations with regard to how much change we can practically achieve given MMC's unique context and employee transportation needs.

Q: Why can't you charge for parking? **Sean:** It's important to be competitive relative to context. If our TDM plan stated that MMC charges \$200 / month for staff parking - that would be a big problem. Staff would likely look elsewhere for employment in the field. Recruiting would be difficult. This scenario would also create new problems for the community as employees would look for cheaper alternatives in the neighborhood. That would be counter-productive for everyone. The next question is whether charging for parking would change people's travel behavior? VHB's research and experience leads us to believe that it would not. There is a lack of public transit to assist people in travelling to work in a timely and stress-free way. That doesn't mean changes to the non-driving environment, such as public transit, and bike network, wouldn't help. We believe with improvements there it would be easier for employees to find alternative commuting options and also to give our TDM more to work with.

Q: Does MMC charge patients to park? **A/ Sean:** Nothing MMC can do as an incentive or disincentive is likely to change patient driving behavior. That is because MMC patients are older and sicker than national averages so these people typically require convenient, safe and flexible transportation, and driving and parking allows them to have that. **A/ Jeff:** We as an organization decided not to charge for parking as part of the service MMC provides to its patients and their families. It would create additional financial burden for some patient and our mission is to provide affordable, accessible care to those we serve. **Sean:** Even in Boston, patient parking fees are heavily reduced.

Q: Tim – What is the rate that MMC charges for staff parking? **A/ Jeff:** Today, it is \$6/mo.

Q: Does VHB data capture how long people are parking when they park? **Sean:** No. The technology is not in place to assist with that. Technology is one of the things MMC is working on improving to both better understand its parking dynamic but to also better manage its capacity so we can get more out of fewer spaces.

Q: Any thought on underground parking like is used in Montreal/Toronto? **A/ Jeff:** We are evaluating this option as we complete our feasibility study. **Sean:** The necessary blasting creates noise and vibration that is important to consider for both patients, the neighborhood and overall impact on the project. For example, at Brigham & Women's in Boston - the blasting needed to be done in small segments and thus created significant delays in the project. MMC sits on a large hill that is literally a mountain of rock, it would probably be very difficult to do but we don't have a complete picture of this yet. It's a very good question to raise here.

Q: Is there any discussion by the City to turn 1hr on street parking to 2hr to alleviate patient parking demand? Is the City of Portland involved in the conversations to look at alternatives, etc. **Sean:** Yes the city is involved and yes we want to look at all of the options to address parking demand. But we don't want to solve MMC's parking challenges by creating new ones for

the neighborhood. I would hope the solution would not rely on surrounding streets to solve MMC's parking. In that vein, we might help ourselves by converting some of the surrounding one-way streets to 2-way. And maybe even get rid of on-street parking. Some of these changes, which would need to be looked at in partnership with the City, could even result in safety improvements in the neighborhood and positively impact traffic flows in the areas.

Q: I live on West and Chadwick. The next 2 streets over on Carroll is 2 hrs. parking. When was the last time the City did an assessment up here? I don't see abuse of on street parking by hospital staff. I think it's mostly residents. As you open up the box of ideas, is the City engaged to see that there are things they can do to improve things? **A/Jeff:** I am not sure when the last assessment was conducted but absolutely the City has been engaged.

Q: Any plans to put a parking garage on South Lot? **A/Jeff:** It is one of the three options we are evaluating at this time.

Q: How many stories? **A/Jeff:** Currently, we are carefully evaluating the Gilman block and now also at 222 St John where we are already leasing spaces from East Brown Cow.

Q: I live on Marshall / Hill St. A parking garage on the South Lot would block my sunlight. **A/Jeff:** It's important that we understand all the ways any aspects of our planning could impact our neighbors. Thank you for sharing.

Q: Is south lot part of the overlay zone? **A:** Yes. When we started a year ago, we were bound to contract zone. Now the Institutional Overlay Zone that the City is considering would include the South Lot. **Q:** Do you have plans for your building on Marshall Street? **A:** Not at this time.

5. **Conclusion and Adjournment** – Jeff Sanders concluded the meeting. MMC will be sharing this parking information with the City Planning Board on March 28 or at a later meeting. MMC will continue talking with the neighborhood representatives on a monthly basis. It has added Libbytown to the meeting- Zack Barowitz is the neighborhood representative. Please check out MMC's website where we post all info related to the project, all agendas/minutes from neighborhood associate meetings, Planning Board submissions etc are there. As we get more into the project, the focus will be more on construction management and mitigation measures.

Meeting adjourned.

Expansion Group Meeting

April 5, 2017, 12:00pm – 1:00pm

Maine Medical Center

East Tower Class Room 2



Minutes

Attendees:

Tuck O'Brien
Lin Parsons
Ian Jacob
Tim MacNamara
Jeff Sanders
Walter Pochebit
Dennis Morelli
Anne Pringle
Garry Bowcott
Penelope St. Louis
Emma Holder
Zack Barowitz
Carrie Logneck
Spencer Thibodeau
Moses Sabina
Basak Alkan (excused due to technical difficulties)

- I. Greeting and Introduction
Jeff Sanders extended a welcome to the attendees.
- II. Jeff Sanders updated the status for submission of MMC's IDP. At the request of the City, MMC postponed submitting the IDP from 4/5/17 to 4/7/17 in order to give the City traffic engineers an opportunity to review the MMC analysis regarding parking and traffic.
Jeff proposed a brief introduction of the draft IDP to the Expansion Group, narrowing the presentation to two major areas – IOZ Boundary and Public Engagement. Jeff also suggested a meeting be convened next week to discuss the parking and TDM issues involved with the IDP. The Group was amenable to this suggestion.
- III. Jeff Sanders presented a overview of the MMC IDP, indicating an intent to submit the IDP for a discussion with the City Planning Board on April 25, 2017. However, because MMC is looking into the feasibility of alternatives to the 13 story Gilman Block garage, the IDP Transportation section will need to be updated. As a result, the discussion was focused on two primary issues 1. the MMC IOZ Boundary and 2. Neighborhood Engagement.

IOZ Boundary

Jeff presented the group with the boundary for the MMC IOZ which is being proposed. Recognizing the boundary goes beyond what was delineated in the former MMC Contract Zone, Jeff explained the City's new IOZ zone requires institutions to undertake a long-term vision and project areas of potential growth. While MMC has no current plans for some of the lots included in the Overlay zone, it delineated a logical expansion area from a land use perspective. Most of the area shown is not located in a residential zone but rather is located in business zones today. MMC is reaching out to the owners of each property included in the Overlay Zone to explain to them what is being asked of MMC.

The Group had several questions regarding the Overlay Zone:

Q. There was a question about why MMC shows expansion across Congress rather than down Crescent Street – wouldn't that be more logical?

A. Crescent Street is residential in character whereas Congress Street is a business zone.

Q. Why not expand north on St. John Street to eliminates some of the strip malls.

A. At the current time being within 250 yards of the main hospital allows for reimbursement to support hospital activities. It is also logical from a land use perspective.

Q. By showing the IOPZ boundary aren't you telegraphing your potential interest in the properties?

A. MMC is talking with each of these property owners. At present, MMC has no plans to utilize any of these parcels. However, the City's zoning method requires the institutions to look out some years and that is what MMC has done.

Q. I may not mind the Overlay Zone map if I knew the heights.

A. Basak Alkan, the Urban Planner, identified appropriate heights for these lots in the zone, based upon context and best land use practice. Jeff showed the group the map which depicts proposed heights. Due to technical difficulties Basak could not be heard. As a result, Basak will be prepared to discuss the heights at the next meeting.

Q. How did the transition zones get formed and shouldn't they encapsulate each lot?

A. This will be discussed by Basak.

Q. Are you still looking for 13 stories on the Gilman Block?

A. MMC is considering alternatives for this parking. At the present time, the feasibility of alternative lots is still being investigated. However, the Gilman Block continues to be a viable alternative.

Q. Are the borings completed?

A. Yes, the analysis is with the engineers. It is likely that MMC would need to drill deeper for a garage on the Gilman Block.

Q. If you don't need to build a garage on Gilman will you still be seeking a 13 story height limit?

A. No. If an alternative location works for all parking, MMC would have no plans to change the structures at Gilman Street in the short term.

Q. What would St. John Valley think of parking at 222 St. John?

A. I'm all for it. (Tim McNamara)

Q. What is the City's vision for this area of the City?

A. The area is definitely going to change. It is exciting and there are lots of opportunities. PSA and others have been looking at St. John and Congress for some time. The MMC process is starting the City's visioning for the area. (Tuck O'Brien) Spenser Thibodeau would like the City's momentum to continue.

Neighborhood Engagement

Jeff asked for input from the neighbors. Currently MMC is proposing the continuation of the Neighborhood Engagement process currently set up – quarterly meetings, with more frequent meetings during construction; 2 neighborhood representatives from each association.

In addition, MMC will employ social media to assist in an open communication policy with its neighbors and the public. MMC has a new website for the project; it is looking in to text messages during construction when important events are happening on the surrounding street network, large deliveries, etc.

A discussion was held regarding the suspension of the quarterly meetings while the planning meetings are underway. It was requested that once every quarter, the monthly meeting be extended to 90 minutes to discuss operational issues as well as planning issues. The schedule below outlines the dates currently reserved:

April 19,	1-2pm	
May 3,	12-1pm	
June 7,	12-1:30pm	quarterly operations meeting
July 5,	12-1pm	
Aug. 2,	12-1pm	
Sept. 6,	12-1pm	
Oct 4,	12-1:30pm	quarterly operations meeting
Nov 1,	12-1pm	
Dec 6,	12-1pm	

For the quarterly meetings it was requested that a member of senior leadership be in attendance.

Tim McNamara indicated St. John Valley would be divvying up the IDP for review. Discussion was had about sending observations to MMC before they are submitted to the City so that any issues that can be resolved will be. There was general consensus that this was a good approach and maintains open dialogue.

- IV. City Update – Tuck O'Brien provided an update on the City process. Planning staff continues to educate City departments on how the IOZ is intended to work. The April

25 Planning Board workshop will consider the MMC IDP. At this point it appears that the IOZ text will be placed on the City Council April 24 Agenda for 1st reading; public hearing to be tentatively scheduled for May 9, 2017.

V. TDM Survey – Jeff Sanders handed out the TDM Employee survey conducted by VHB Consultants.

VI. Future Agenda Items – Emma Holder would like to take a look at MMC's existing Get on Board TDM program

VII. Adjournment



May 8, 2017, 1:00pm – 2:00pm
 Maine Medical Center
 Dana Center Board Room

Minutes

Attendees:

Jean Fraser
 Lin Parsons
 Ian Jacob
 Jeff Sanders
 Walter Pochebit
 Dennis Morelli
 Anne Pringle
 Penelope St. Louis
 Emma Holder
 Zack Barowitz
 Spencer Thibodeau
 Moses Sabina

- I. Welcome and Introduction
 Jeff Sanders extended a welcome to the attendees.
- II. City Update: Jean Fraser informed the group that the Institutional Overlay Zone was adopted by the City Council on Monday, May 1, 2017 with one amendment. Councilor Thibodeau explained the amendment to be the elimination of the requirements for a majority vote of the City Council for changes to an institutions' IDP.
- III. Helipad Noise Study Update: Walter Pochebit informed that the helipad noise study did take place this past week, during a small break in the weather. The monitoring equipment gathered data during the course of about an hour and the testing included at least 6 helicopter passes. During the course of the testing no complaints were received by either MMC or Councilor Thibodeau. Zack indicated he did hear the helicopter but it was no louder than a train going by. MMC expects the noise monitoring test results to be back in about 4 weeks' time.

Upon inquiry regarding the soil samples gathered on the Gilman Block, Walter indicated a garage placement on that site may have the potential to include one but no more than 2 levels of underground parking. Engineers are continuing to analyze options at this time. Jeff Sanders indicated that cost of underground parking would also have to be reviewed.

- IV. City Planning Process and Schedule of Neighborhood Meeting: Jeff Sanders opened the discussion by asking for the Groups thoughts on the Planning Board meeting at which MMC's draft IDP was discussed. Moses was encouraged by what the Planning Board had to say, especially around topics such as MMC being a leader in TDM. Jeff indicated that the May 23 Planning Board meeting currently scheduled is being discussed with Tuck. At this time, MMC has not finalized its TDM plan and is not certain of the location of the Garage.

The Group identified three issues that continue to need discussion: IOZ boundary, Construction Management Plan, and TDM.

Construction Management Plan Discussion: MMC intends to use Turner Construction Company as its General Contractor for the short term project. Turner has a worldwide reputation and is experienced in complex construction projects. We will have a Turner Representative at the next Expansion group meeting to discuss its approach to this project and how it will develop a construction management plan. Moses mentioned issues of concern to include laydown areas, baseline readings on foundations for properties to be effected by construction work, specificity around the driving of pilings, hours of construction. Ann suggested a longer meeting may be in order to discuss construction plan and TDM.

Opinions on when the next Neighborhood Meeting should be held. The preference was late June, or early July assuming the IDP will be presented for approval in late July. Another Expansion group meeting will also be held in June and Emma will try to join by skype or other method as she will be out of state from June 10-August 6.

Zack inquired as to who administers parking – HR or some other Department. Currently, parking is managed by Patient Care Support Services. Jeff indicated a TDM Coordinator position will be created as part of its TDM to promote and oversee the TDM process and parking issues as they arise.

IOZ Boundary Discussion. A question was raised as to whether MMC considered other areas for potential future expansion other than along Congress Street to St. John Street. Neighbors were concerned about two valued neighborhood meeting places: Pizza Villa and Salvage BBQ. Jeff Sanders explained the rational for the IOZ boundary being proposed. First, MMC has no plans at this time for the properties contained within the IOZ boundary. But, as requested by the City and as part of the

philosophy behind the new zoning mechanism, MMC was thoughtful about areas for potential growth. The proposed boundary makes sense because it is along a commercial corridor, and has minimal impact on residential buildings and zones. The land included in the zone are contiguous to the main campus allowing the hospital to take advantage of economies of scale. MMC has spoken with all property owners being included within the IOZ except for Greyhound Bus as there is no way of knowing who to speak with. Moses would rather MMC expand on the opposite side of Congress, along St. John Street to include those properties currently housing Dunkin' Donuts, Amatos, and the Tire retailer. Moses also expressed concern that MMC would buy up properties and hold them. Jeff indicated that is not MMC's intention.

A question was raised regarding properties in the West End that could be returned to residential use. MMC is considering its ability to do so in light of its analysis of programmatic needs.

Zack queried whether MMC owned the Classic Eye Lot and whether a garage could be placed there. Walter explained MMC does own the lot which is currently used for emergency preparedness training and contractor parking. The lot is odd shaped and not conducive to a parking structure.

TDM Discussion: Postponed pending further work to identify parking lot location and most effective tools to reduce single vehicle occupancy and traffic impacts.

V. Adjournment



June 7, 2017, 12:00pm – 1:30pm
 Maine Medical Center
 East Tower Classroom #3

Minutes

Attendees:

Tuck O'Brien
 Lin Parsons
 Jeff Sanders
 Anne Pringle
 Penelope St. Louis
 Emma Holder
 Zack Barowitz
 Spencer Thibodeau
 Moses Sabina
 Walter Pochebit
 Dennis Morelli
 Garry Bowcott

Dominic Gagnon
 Gregg Scholler
 Adam Parys
 Adam Troidl
 Scott Griffin
 Dick Parsons
 Al Green

I. Welcome and Introduction

Jeff Sanders extended a welcome to the attendees.

II. Construction Management Plan: Walter Pochebit introduced this item. He explained that Turner Construction has been selected by MMC as its General Contractor and therefore is in charge of Construction Management. Collier's International has been selected as the Owner's Representative for the MFP and they will be working closely with Turner on behalf of MMC.

Turner Construction has been in existence for over 100 years. Its Boston office opened in 1912.

Dick Parsons has been working with Turner Construction for 30 years and Gregg Scholler has been with the company for 37 years. Both have long standing experience in healthcare construction > Dick and Gregg described some of their experience with building hospitals and healthcare additions adjacent to and on top of clinical settings and residential neighborhoods. Some examples of projects they have been intimately involved with include the Mass General Lunder Building, South

Shore Hospitals and Children's Hospital. These were complicated projects and involved working adjacent to occupied healthcare facilities and residential neighbors. The experience gained from these jobs provides useful and necessary information when considering Construction Management for the MMC MFP. The Mass General project, in particular, involved the removal of a large existing structure in a systematic way in advance of constructing a new building.

Gregg Scholler described the MFP project as essentially two sequential phases: Phase I will be the addition to the East Tower, the visitor garage, and minor work at the Central Utility Plant. This will occur in 2018 and 2019. The number of employees on site will be on average 20-70, with a peak of 90.

Phase two will encompass the removal of the employee parking garage and the construction of the new main entrance. This activity will span a 36 month period. The number of employees on site will be on average 150 during the construction period, with a peak of 250. The latter number will be inside the building and include painters, electricians, HVAC experts, lighting installers, plumbers and the like.

Turner employs various construction management principles in every job and these will be employed in the MMC MFP. The specifics of the Construction management Plan will be set forth at the time of site plan but the overarching principles are as follows:

Worker Parking

Regular Communication with ALL Stakeholders

Workforce Management

Protection of Public

Truck Routes and Volumes

Noise, Dust, and Vibration Control

During the course of questions around the above principles raised at the meeting by the neighborhood association representatives, Turner relayed the following:

- All workers will park off site and be shuttled to the job. Turner is currently considering several sites for off-site parking. In addition, off site staging and laydown areas are being identified in order to reduce activity at the MMC campus and impacts of the surrounding neighborhoods.
- All workers will undergo training on an appropriate conduct at a healthcare facility, i.e. language, dress, smoking, lunch breaks, neighborhood respect, no loitering, infection control, etc.
- Turner will develop a regular Communications Plan which will include neighbors. More dialogue will be needed to determine the frequency of meetings, the attendees, etc. The NA reps suggested that the Expansion Group members would be a good forum for the communications and the NA reps could disseminate information to the neighbors. The use of the MMC

website will also be a tool employed to get information out about the construction, any road closings, any major deliveries, etc. These meetings will also seek input from the NA reps as opposed to having a one way communication plan. Meetings will be face to face on a regular basis, the frequency to be determined. The group will need to find the right cadence for the communication to flow freely among the group.

- Turner intends to employ fencing which will protect the public from the construction activities happening within the fenced in area. Fencing may require sidewalk alternate routes in some locations but at all times safe pedestrian paths will be maintained.
- At all times during construction access will be provided to local business and residences. There will be occasions that Congress Street may be reduced to one lane, or portions closed entirely, on a temporary basis. These logistics will be worked out with the City well in advance of any closure. Turner will try its best to avoid road impacts during the project. It is not anticipated that there will be any loss of parking. Truck routes for the 10-12 trucks per day entering and leaving the MMC site during garage demolition will be identified in advance.
- Dust control measures will be employed as needed. Dust control will be absolutely used during the controlled demolition of the employee garage. This is required in part as a result of strict regulations for hospitals but also because dust should not impact the neighbors. Dismantling the garage is something Turner is familiar with. It is estimated to take 5 months. It will use dust control measures including constant watering as portions of the garage are removed. The use of debris shoots and watering systems will minimize /eliminate dust created from the demolition. All trucks to and from the site are sprayed down and covered. An agreed upon truck route will be identified in advance of demolition.
- Vibration during construction will be minimized as Turner will not be driving piles. Instead they will be drilling them. This method avoids the negative psychological impacts of the noise created by the banging of piles being driven into the ground. It is recognized that drilling may take more time than driving but it is preferred under these circumstances.

There was a good back and forth with Expansion Group attendees and Turner Construction representatives and an opportunity was provided for all questions to be answered.

- III. City Update: Tuck O'Brien addressed the group. He informed of the next Planning Board workshop to be held on June 27, 2017. This workshop will include the

Regulatory Framework and the Construction Management principles. The future schedule for the MMC IDP has not yet been finalized.

- IV. TDM: Jeff Sanders provided an update regarding MMC's TDM progress. In building on MMC's current TDM, it is exploring getting involved in the Bike Share program which is in the process of being developed in Portland. To date, there is no bike share available in the City.

MMC has met with Metro to discuss future service opportunities. Rather than a monetary payment to Metro, MMC will be providing greater rider subsidies for its employees to boost Metro ridership. MMC is interested in participating in a Transportation Management Association like the kinds the City has encouraged (Burlington Vt, and Masco in Massachusetts). This undertaking has been mentioned in the City's Comprehensive Plan. Tuck O'Brien recognized that MMC cannot form a TMA alone but will need other large employers to also be willing to participate. Portland Downtown and VHB are looking at this concept. Jeff Sanders also communicated that MMC is actively looking to relocate the parking for employees from the Gilman Block to elsewhere. Progress is being made with the 222 St. John Street site.
- V. Prostitution: Zack Barowitz indicated he has seen prostitution going on at Congress and Forest Street. Jeff Sanders expressed the belief that such activity would find no home in the area once the new main entrance to the Hospital is located on Congress Street.
- VI. Helipad Testing Results/Soil Borings: Walter Pochebit relayed that the Helipad relocation was tested for noise, the results were back and it showed no significant impacts. In fact, the noise levels for activities other than the landing of the helicopter in the location of the new addition to the East Tower were louder than the helicopter itself. The Soil test results on Gilman Street are also back. The analysis shows that a garage on Gilman could only go down one (maybe two) levels.
- VII. Next Neighborhood Meeting: Discussion was had that the next large neighborhood meeting will likely be sometime in July. As any relocation of parking will need to go back to MMC's Board of Directors, the schedule has been pushed out slightly.
- VIII. CON Hearing: It was announced that the Certificate of Need hearing relating to MMC's MFP proposal is scheduled for June 14 at the Holiday Inn by the Bay. No one has registered as an interested party but the public is welcome to attend, provide testimony and ask questions.
- IX. Adjournment



July 19, 2017, 12:00pm – 1:00pm
 Maine Medical Center
 East Tower Classroom #2

Minutes

Attendees

Zack Barowitz
 Garry Bowcott
 Tim McNamara
 Dennis Morelli
 Tuck O'Brien
 Lin Parsons
 Walter Pochebit
 Anne Pringle
 Jeff Sanders
 Penelope St. Louis
 Spencer Thibodeau

- I. Welcome and Introduction
 Jeff Sanders extended a welcome to the attendees.
- II. City Update: Tuck O'Brien provided a general City Update, explaining a PB Workshop was scheduled for August 8. At that time, MMC will have submitted its complete IDP. The discussion will be focused on newly updated sections of it including the Regulatory Framework and the Neighborhood Engagement Process. It is anticipated that a Planning Board hearing will be held in September.

The group agreed that MMC will hold its next larger Public Meeting in early September before the September Planning Board hearing.

- III. Neighborhood Engagement Discussion. MMC reached out to the group members to solicit input on a neighborhood engagement process to be put in place moving forward
 - On a quarterly basis, MMC's Chief Operating Officer (COO) shall host a group meeting comprised of the following members:

- ✓ the President or Chair (or a designee of the same) of the following Neighborhood Associations: St John Valley, Western Promenade, West End, Parkside, and Libbytown
- ✓ The Director of Planning at the City of Portland, and,
- ✓ The District 2 Portland City Councilor

The group shall develop a Charter by which these quarterly meetings shall be conducted. The Charter and the meeting minutes shall be delivered to the City Neighborhoods and Island Liaison within 30 days of their adoption.

- In addition, the group shall annually complete a “checklist of actions” to be addressed by the group and the completed checklist shall also be filed with the City.
- To further an open dialogue, MMC will engage neighbors in more routine dialogue during major planning efforts.
- During construction, MMC shall provide contact information for a designated community liaison on its website for day-to-day inquiries and comments. Inquiries and comments shall be logged by MMC and responses shall be provided by MMC in a timely fashion.
- MMC shall employ social media to make information about any pending project readily available to the public. This shall include a dedicated website page and a dedicated email address for residents to ask questions, provide suggestions or voice concerns.
- Finally, MMC will set up a text alert system to notify any subscriber of advance construction impacts which may be necessary during construction.

IV. Libbytown Traffic Study Update: Zack Barowitz requested the opportunity to discuss the Libbytown Traffic Study. He informed that the Study has funding from PACTS and will be looking at the feasibility of two way traffic on Congress and Park where currently a one way traffic pattern is in place. He stated there would be no closing of the ramps proposed during this updated study. Jeff Sanders indicated that Walter Pochebit or Dennis Morelli, on behalf of MMC, would participate in any scheduled meetings.

During this discussion a question was raised about the traffic study information to be presented by MMC in connection with the IDP. MMC will be presenting baseline data relative to traffic in the IDP and will provide project specific data during site plan review in connection with an applicable Traffic Movement Permit (TMP). Tuck explained the difference between TDM and TMP and indicated that specifics are provided at the time of Site Plan Review but that overarching policies are to be included in the IDP on both issues.

A question was raised about the location of the MMC future parking structure and Jeff indicated that negotiation was still ongoing to locate the garage at 222 St. John Street.

V. Questions posed by Tim McNamara: Tim raised several issues during the meeting as follows:

If MMC originally was willing to confine its development to the boundary of its contract zone, and if MMC has no plans to expand outside of that area, whose idea was it to develop an IOZ boundary? Tuck explained that the City Planning Staff requested MMC explore the IOZ model as Planning does not believe contract zoning is productive zoning. The IOZ offers institutional flexibility with neighborhood certainly around future development. The City Council has adopted the IOZ model.

Tim asked why the area is being referred to as a “medical district?” Councilor Thibodeau indicated that it doesn’t matter what it is called but what the outcome is. He expressed his excitement about how this area can be positively approached through investment. The term “medical district” was used early on to convey possibility for MMC or others to create a vision for transformation.

Such transformation would include an active streetscape. Jeff Sanders indicated that MMC and the neighbors have the same goals: to make Congress Street more welcoming than it is today and, to the extent possible, support retail at pedestrian levels along Congress Street. It is about enhancing and preserving the neighborhood, not about unnecessarily displacing existing buildings.

Councilor Thibodeau feels that this IOZ will be great for the neighborhood. He recognizes that neighborhoods need businesses to create a sense of community – things like Salvage BBQ and Pizza Villa. He hopes to work with Greg Mitchell of the City’s eco-devo department to assist with further economic development in the area. The neighbors are concerned this IOZ will set forth a negative chain of events. Anne Pringle questioned this: isn’t it better to know where expansion possibilities exist than not?

The question came up about the requirement of a 1:1 replacement of retail and housing. Jeff indicated that MMC is subject to Housing Replacement Ordinance and that a 1:1 replacement is nowhere applied in the city. He is not sure how such a policy would be administered.

There was general agreement that on some issues the members of the group would recognize consensus would not be reached and that it was ok to agree to disagree.

VI. Adjournment



August 2, 2017, 12:00pm – 1:00pm
 Maine Medical Center
 East Tower Classroom #3

Minutes

Attendees

Carrie Logneck
 Moses Sabina
 Jeff Keilman
 Zack Barowitz
 Garry Bowcott
 Tim McNamara
 Dennis Morelli
 Tuck O'Brien
 Lin Parsons
 Walter Pochebit
 Anne Pringle
 Jeff Sanders
 Penelope St. Louis
 Spencer Thibodeau

- I. Welcome and Introduction
 Jeff Sanders extended a welcome to the attendees.
- II. City Update: Tuck O'Brien indicated the Planning Board will be holding a workshop on August 8, to be followed by a hearing in early fall. Thereafter the Regulatory Framework will be presented to the City Counsel. Jeff Sanders indicated the status of the CON at the state level was going very well, with an expected approval in the fall as well. It is also expected that construction will commence in March 2018.
- III. Institutional Development Plan/ Regulatory Framework: The Group had been provided a copy of the DRAFT IDP/Regulatory Framework and Jeff Sanders opened the floor for discussion. A number of questions were raised and a great discussion was had, as follows:

- Can we comment on site plan issues? Tuck responded that MMC has been meeting with the Expansion Group, the City Staff and the Planning Board to finalize its overarching IDP. Specifics will be addressed at the site plan stage of the process.
- Why isn't the Mercy Hospital State Street site or industrial lots on St. John Street or other lots along Congress Street considered for inclusion in the IOZ? The IOZ as presented reflects the most logical areas for the Hospital to grow given adjacencies and the need for clustered services within a hospital structure. MMC has already planned to move 500 IT jobs to Westbrook.
- What about the Maine Eye and Ear lot? What is its use? MMC has no knowledge of that lot or its ownership.
- What is the future of Holt Hall? MMC currently utilizes that building and its use will remain for the future. MMC is really stressed for space and the MOB at 887 Congress Street is bursting at the seams.
- Jeff Keilman explained that the Regulatory Framework is your traditional zoning component - it defines geography of the zone, heights, setbacks and uses. It may alter zoning requirements of the underlying zones.
- Shouldn't there be a larger transition on the Gilman Block. The City has been satisfied that MMC made its case through Design Criteria for the transition on the Gilman Block.
- Is there an intended "step down" for the transition zones? Yes and that is reflected in the heights. There is consideration of whether to include a maximum story requirement.
- Aren't the stories of different buildings of differing overall heights? Yes.
- Will retail be required on the first floor? Tuck explained that there will be a street activation requirement. This is not necessarily retail and it would not be good planning to require continuous retail on the ground floor of every building. Activation could also include landscaping, parks, building entrances, etc. The City does not want to create empty storefronts.
- What about housing being developed in this area? MMC is not in the business of developing housing. To the extent MMC removes housing units, it is subject to the City's Housing Replacement Ordinance.
- Can any Housing Replacement funds be used in the St. John Valley neighborhood? Spencer Thibodeau would be in favor of this. He would need to address it with Jon Jennings and the Chair of the Housing Committee at the City.
- Will Design Guidelines apply to the parking garage? Jeff Keilman indicated the Design Guidelines provide a blueprint for architectural design in the future.
- Will the Neighborhood Engagement continue throughout the project? Yes. The Neighborhood Engagement process is set out in the IDP based upon the Expansion Group's recommendation and agreement.

- Page 59 of the IDP indicates that MMC's share of traffic volume at Congress/St. John during peak Pm is 150%. That is an error and will be clarified by the traffic engineer.

IV. Adjournment. Prior to adjourning, Jeff Sanders indicated MMC intends to hold a final larger neighborhood with a date TBD.



September 6, 2017, 12:00pm – 1:00pm
Maine Medical Center
East Tower Classroom #1

Minutes

Attendees

Moses Sabina
Jeff Keilman
Zack Barowitz
Garry Bowcott
Dennis Morelli
Tuck O'Brien
Lin Parsons
Walter Pochebit
Anne Pringle
Jeff Sanders
Penelope St. Louis
Spencer Thibodeau (by phone)

- I. Welcome and Introduction
Jeff Sanders extended a welcome to the attendees.
- II. City Update: Tuck O'Brien MMC was in the homestretch, having resolved many issues over the last several months. Tuck indicated the Planning Board will be holding a public hearing on either September 12 or September 26. Following the Planning Board review, the Regulatory Framework will be sent to the Portland City Council for approval. There are several areas still to be discussed by the city staff and MMC but the hope is they can be worked out prior to the public hearing.



- III. Institutional Development Plan/ Regulatory Framework: Jeff Sanders opened the meeting up to questions and comments from those in attendance.

Emma Holder stated her desire for the Expansion Group to take up the issue of TDM, although she recognized others were in disagreement with her position. Emma wants the head of MMC Human Resources to attend the Expansion Group meeting. Jeff Sanders indicated his willingness to listen to thoughts and ideas from the group but it was unlikely that the head of Human Resources would be asked to attend an Expansion Group meeting.

Emma also asked if MMC intended to run a shuttle between St. John Street and the MMC campus instead of requiring employees to walk those three blocks. She felt that requiring employees to walk was reasonable and promoted health and wellbeing. Others in the group commented that weather, hours of operation, and other factors made it reasonable to run a shuttle.

Zack Barowitz requested that the lots across from METRO on St. John Street be included in the IOZ boundary. Jeff Sanders indicated that East Brown Cow was negotiating with the Eagles Club for the acquisition of that lot. There was brief discussion about the use of the lot to provide a second means of access and egress to the proposed parking garage in order to assist in shuttle bus navigation.

Moses Sabina inquired about the acquisition of the Eagles Lot. He feels MMC was not transparent about its plans relative to the Eagles lot. Jeff Sanders replied that the garage design is not final and continues to change. Given the lot configuration it was only recently suggested that the Eagles lot may provide for a better



plan for the neighbors. Zack suggested MMC look at the lot next to the Eagles Lot (the Furgeson Electric lot) for inclusion in the IOZ. Jeff Sanders indicated MMC is trying to design the garage so that in the future it may be able to directly access Fore River Parkway. Jeff indicated there is no intention of MMC to change the two residential units between 222 St. John Street and the Eagles lot.

Those in attendance also inquired about the building located at 222 St. John Street. Emma indicated rumors are circulating and everyone would be better off knowing what the plan is. Jeff Sanders indicated MMC was looking at leasing the building in its entirety, although no agreement has been reached. Moses is concerned that losing the tenants in the building will be detrimental to the businesses in the area.

Zack expressed his opinion that the Sportsman's lot would be a good place for residential. There was a recognition that MMC is not in the housing business. Jeff indicated that MMC is including in the IDP recognition of a need to activate the street level along Congress Street.

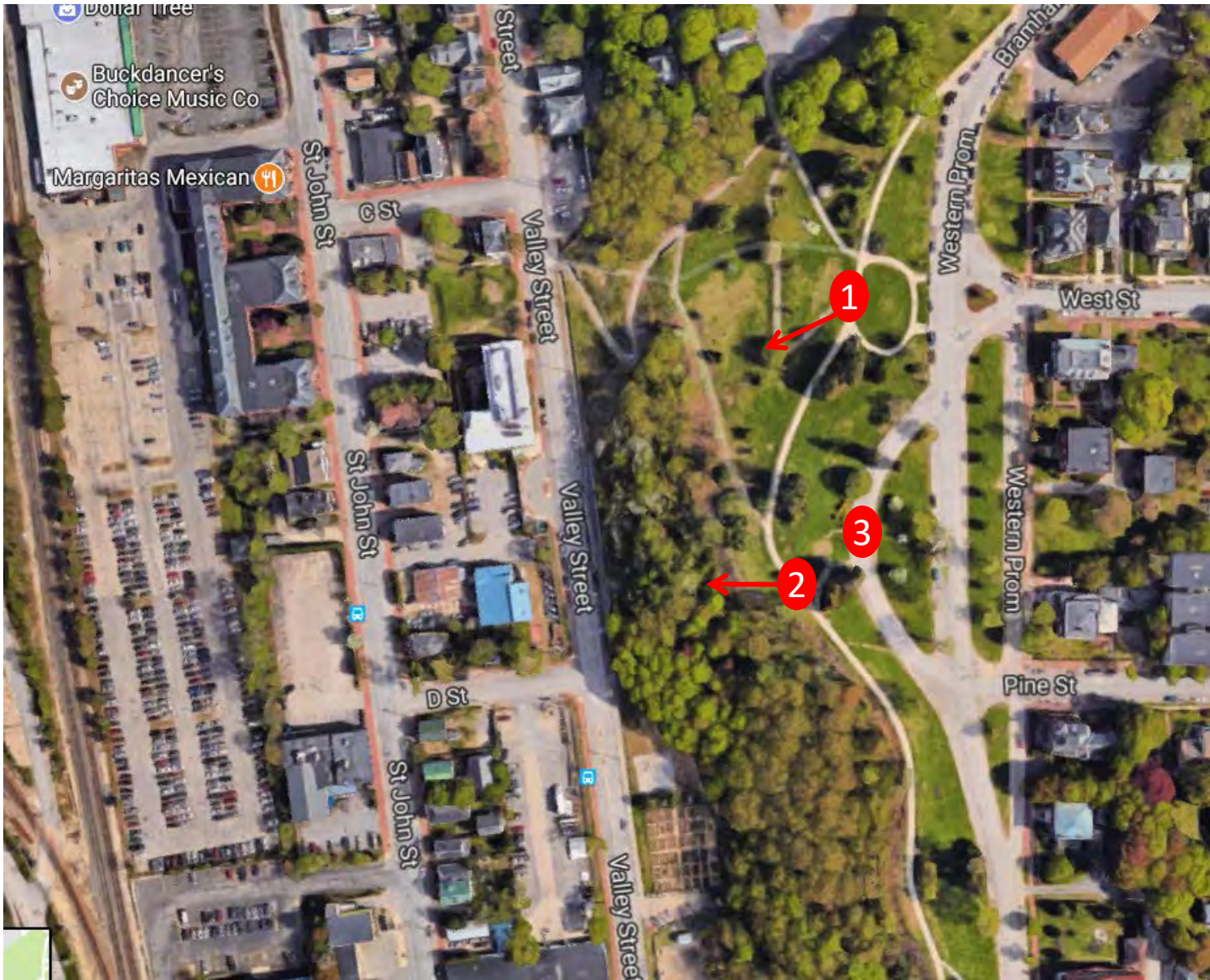
Anne Pringle asked if the City was looking at the St. John/ Valley area for potential planning and improvement in the future. Tuck O'Brien acknowledged the need for further study and that this area is becoming a planning priority. The City will also be looking into developing a Transportation Management Association.

Spencer Thibodeau also acknowledged the City's focus on this area for future planning. Greg Mitchell from the City's economic development department walked the area with Moses Sabina and Tim McNamara to talk through some of the desires of those who



live and work in the area. There was discussion about how to excite new businesses to move into the St. John/ Valley area.

IV. Adjournment. Prior to adjourning, Jeff Sanders indicated MMC intends to hold a final larger neighborhood meeting on September 19 at 5:30 -7pm In the Dana Center.



View 1



View 1



View 2



View 2







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 113-17/18
Tab 36 116-17*

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

**ORDER REPEALING CONDITIONAL ZONE AGREEMENT C-41
FOR PROPERTY IN VICINITY OF
WESTERN PROMENADE/MAINE MEDICAL CENTER
AND AMENDING THE ZONING MAP**

ORDERED, that the conditional zone agreement C-41 with Maine Medical Center regarding property in vicinity of Western Promenade/Maine Medical Center authorized by Order 172-04/05 is hereby repealed; and

BE IT FURTHER ORDERED, 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 repeal of the conditional zone agreement by reverting the zoning of the land under the agreement to the underlying zones in effect before the Conditional Zone Agreement C-41 was approved.

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 114-17/18
Tab 37 11/6/17*

**ORDER REPEALING CONTRACT ZONE AGREEMENT C-18
FOR PROPERTY AT 883-903 CONGRESS STREET
AND AMENDING THE ZONING MAP**

ORDERED, that the C-18 contract zone agreement with Maine Medical Center for property at 883-903 Congress Street authorized by Order 21-96/97 is hereby repealed; and

BE IT FURTHER ORDERED, 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 repeal of the conditional zone agreement by reverting the zoning of the land under the agreement to the underlying zone in effect before the Conditional Zone Agreement C-18 was approved.

Order 115-17/18
Tab 38 11-6-17

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: MAINE MEDICAL CENTER INSTITUTIONAL OVERLAY ZONE

**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 in the vicinity of Maine Medical Center as the Maine Medical Center Institutional Overlay Zone, as shown inside the dashed line in the figure below.

