



ECONOMIC DEVELOPMENT COMMITTEE

DATE: May 9, 2017 (Tuesday)
TIME: 5:30 – 7:00 p.m.
LOCATION: Room 24
Portland City Hall

A G E N D A

1. **Review and accept Minutes of previous meeting held on April 18, 2017.**
2. **Old Business – Tabled from April 18, 2017 Meeting: Review and vote to recommend to City Council proposed Ordinance Amendments for Permitting and Inspections.**
 - a) See enclosed Memorandum and proposed Ordinance Amendments from Michael Russell.
3. **Executive session: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee may go into executive session to provide City staff general policy guidance regarding real estate negotiations as follows:**
 - a) Review of Proposals from the Request for Proposals for Disposition of a Portion of City Thames Street Surface Parking Lot; and,
 - b) Draft terms for 94 Free Street commercial space lease and parking garage revenue sharing agreement.
4. **Review of 2017 Updated Economic Development Committee Work Plan**
 - a) See enclosed memo from Greg Mitchell and 2017 Updated EDC Work Plan.

Next Committee Meeting: May 23, 2017

Councilor David Brenerman, Chair

Minutes
Economic Development Committee
April 18, 2017

A meeting of the Economic Development Committee (EDC) of the Portland City Council was held on Tuesday, April 18, 2017 at 5:30 p.m. in the City Council Chamber, second floor of Portland City Hall. Present from the Committee was its Chair Councilor David Brennerman and members Councilors Pious Ali and Spencer Thibodeau. Also present from the City Council was Mayor Ethan Strimling and Councilor Belinda Ray. Present from the City staff were Housing and Community Development Division Director Mary Davis, Economic Development Director Greg Mitchell, Senior Executive Assistant Lori Paulette, Permitting and Inspections Director Michael Russell, Special Assistant to the Mayor Jason Shedlock, and Associate Corporation Counsel Anne Torregassa.

Item #1: Review and accept Minutes of previous meeting held on April 4, 2017.

On motion made and seconded, the Committee voted unanimously (3-0) to accept the Minutes as presented.

Item #2: Review and vote to recommend to City Council proposed Ordinance Amendments for Permitting and Inspections.

Mr. Russell said that he and various City staff have met for these revisions, and, together with Anne Torregassa, in the Committee packet are the recommended Ordinance amendments redlined. He noted that the Chamber has reviewed this but he has not yet received any feedback. The proposed amendments are efforts to streamline and make the Permitting and Inspections office more efficient. A majority of the amendments are housekeeping items to update outdated references. Other amendments are to increase efficiency including the refund policy, to reflect

staff efforts and review; schedules of fees updated; and direct staff to paying customers, noting that they would not continue to inspect unpermitted work. He asked if the Committee had specific questions of him.

Councilor Thibodeau appreciated the work done to streamline now that the Housing Safety Inspections office has moved into this Department, and asked if there was any significant change in housing safety inspections, and Mr. Russell indicated in the negative. Councilor Thibodeau also appreciated the tiered approach for reimbursement of fees; it is strong and makes sense to get paid for the work we do. Discontinuing chicken licenses, having this enforced through animal control regulations also makes sense.

Chair Brenerman asked about the timeline Mr. Russell would like to see for Council approval of these proposed amendments, and Mr. Russell said that he was looking to bring these to the Council in May.

Chair Brenerman asked about the focus on paying customers, and Mr. Russell said that there is a high demand for their services, i.e., permits, reviews, and inspections. He noted that unpermitted work is currently being investigated, and the emphasis will now be on paying customers who apply for, and pay for permits. The goal is to eventually have all paying customers.

Chair Brenerman then referred to p. 21 of Appendix A, Chapter 6 where it reads a notice to the "Housing Safety Office". Mr. Russell noted that should be changed to his office. Chair Brenerman asked about the statute cited on that page Title 29-A, Chapter 5 of the Maine Revised Statutes, and Ms. Torregassa indicated that to be the Motor Vehicles and Traffic Statute, and particularly vehicle registration and different categories of registration and use.

Chair Brenerman asked about discontinuing fees for livestock, chicken, carnivals, and merry go round licenses. Mr. Russell said that the City Clerk's has a license for carnivals; livestock and chickens can be handled by animal control and is not a top priority for Permitting and Inspections.

Chair Brenerman asked about no badge needed for horse drawn cars, and asked if they would be treated the same as cab drivers. Mr. Russell indicated that they could be – with a picture and placard on display that is done for cab drivers.

Councilor Thibodeau asked if Mr. Russell's office would still have enough staff to do housing safety work, and Mr. Russell indicated that it would with dedicated staff for that purpose.

Chair Brenerman suggested that this Committee table this item to the May 9 meeting for further review and discussion.

On motion made and seconded, the Committee voted unanimously to table this item to the May 9th meeting.

Item #3: Public Hearing on Mayor Strimling's proposed amendments to City of Portland Tax Increment Financing (TIF) Policy.

a) See enclosed backup material.

Mayor Strimling thanked the Committee for taking up this important item and then read the attached highlighting his proposed amendments.

Chair Brenerman thanked the Mayor and opened the meeting for public comments, noting to keep these comments to three minutes per person.

Matt Peters with Avesta Housing said that affordable housing is a public benefit, and, therefore, requested that Affordable Housing TIFs be exempted from the proposed amendments. Regarding the current TIF Policy, Avesta would request two amendments to allow for TIF

Districts to capture up to 75% of the taxes (versus 65%) and allow the term to go 30 years, versus 20 now.

Brad Stout of Associated Buildings and Contractors (ABC), Inc., said that it has over 160 contractor and supplier members who believe in free enterprise. The proposed TIF policy amendments were born from a dislike of TIF Agreements. Instituting Responsible Contractor Ordinances (RCO) would be difficult, and suggested instead that if the City does not like a certain TIF to turn it down. The proposed amendments will create more red tape for development projects and drive up costs. Mr. Stout then noted that ABC is the voice of the Merit Shop (a/k/a Open Shop) in the construction industry, which has the philosophy to encourage open competition and a free-enterprise approach that awards contracts based solely on merit, regardless of labor affiliation. On the job training is provided versus apprentice programs, and employees are trained for work as well as safety. There are also college and trade schools for this training. He agreed with Mayor Strimling to hire responsible contractors who are safe, have a step program, do quality work, limit risks, have fair labor practices, offer equal employment opportunities, and employees compensated based on market and work.

Because his three minutes was up, Councilor Thibodeau requested that he email his talking points to Greg Mitchell – see attached.

Troy, apprentice with Local 715, said that he is a Veteran of the Marine Corps, noting that he now has a career through the Union in the piping program. These Unions have the same motto as the Armed Forces – honor, courage, and commitment - keeping everyone safe. Apprentice programs are the backbone for the middle class, which includes safety training. TIF reform can help create a better future for Portland and Maine and bring workers to the table.

Jim Cohen, 62 Depot Drive, noted that he was here as the Portland Chamber representative. The Chamber opposes the proposal, noting that if the City keeps adding costs, development will not occur. TIF is a way to shelter investment from increased assessed values, and a way for the City to invest in infrastructure. A Credit Enhancement Agreement (CEA) for a developer is only approved by the City Council if the project would not happen otherwise. He then noted that the State Prevailing Wage should not be confused with livable wages. In closing, Mr. Cohen said that anything that makes a project not happen makes it economically worse for Portland.

John Leavitt with the Carpenters Union supported the proposed amendments to hire Portland people, including Veterans, minorities, and the disadvantaged. It will open doors to people in a trained career. He also noted that utilizing State Prevailing Wages will level the playing field when bidding on a job.

State Senator Troy Jackson, North Aroostook representative, also supports the proposed amendments. He is now pushing a policy to buy American with State contracts, noting that some loggers have displaced Maine workers with cheaper labor from Canada. Senator Jackson said that this will be large boost for the area and State if the proposed amendments were approved.

Tom Blackburn of Hanover Street also supports the proposed amendments and promoting livable wages and leveling the playing field, as well as assist with needed training programs.

Jeff of 1265 Washington Avenue, and in the Carpenters Union, supports the proposed amendments. State Prevailing wages will help in leveling the playing field, and apprentice programs will provide for productive and safe workers.

Paul Vermetti of 77 Province Street spoke in support of the amendments noting that this is a good starting point. Sheltering is good, but the City should take the lead on the issues being

discussed, and the public good is the right direction. The amendments are attainable for developers and contractors to succeed.

Nancy Akers said that she is opposed to TIFs, noting that she spoke publicly against a TIF the Council was considering and now is not welcome at the business, saying that TIFs discriminate and create homelessness.

Joan Fortin, TIF attorney at Bernstein Shur and Portland resident spoke about the proposed claw back provisions and the unintended consequences. TIF is an economic development tool for the City, and the CEA is what is agreed upon between the developer and the municipality. Portland does not approve CEAs easily. The CEA is the contract which designates terms of reimbursement to the developer, and that CEA is then usually assigned to a lender to get funding for construction. That Lender may be reluctant to finance the development if there is are claw back provisions, and the CEA would no longer be a tool.

Chase Jackson of Howard Street and with the Maine AFLCIO supports the proposed amendments. Portland is a dynamic, diverse place and this is what this policy is about; Portland's values. It will help to create an affordable City with the community and the City working together.

Matt Marks of Associated General Contractors expressed concern for the State Prevailing Wage and compliance issues. He also noted that the proposed amendments include 25% of the total construction related work hours be performed by residents of Portland, minority and women employees, and Veterans of the Armed Forces. Mr. Marks questioned the ability to achieve this given the 2% unemployment rate here. He also questioned if his South Portland company could work here. Regarding Apprentice programs, Mr. Marks said that the State already has programs, as well as the Sargent Construction Academy.

Robert Bun said he supports the proposed amendments. At a recent job fair, 12 people showed up. He also said that a lot of his people work in MA; with the proposed amendments, many may be able to work in Portland.

Steven Scharf of Salem Street said that he opposes the proposed amendments. TIFs are not good for tax payers. CEA TIFs benefit the business to do what they would do anyway. For these amendments, a definition of minority is needed. If this will include the gay/lesbian community, he did not feel that should matter to get a job.

Helen of the Somali Community said that she came to Portland in 1995 and works in the elementary schools. She noted that many students do not speak one word of English, and the proposed apprentice and training programs would benefit them.

John Napolitano of the United Association of Plumbers and Pipers supported the proposed amendments, including the apprentice amendments due to the lack of skilled workers. He said that he would email information about their apprentice programs. Regarding State prevailing wages, he said that many construction companies have 1099 employees.

Representative Ben Collins of the Portland East Deering area, supported the proposed amendments, particularly to encourage skilled working people here rather than subs from other states doing the job.

Steve SanPedro, State Dept. Commander of the VFW, supported the amendments. A lot of Veterans struggle, and this will help – thanking the Mayor and Veterans.

Chair Brenerman, seeing no further public comment, closed the public comment session.

Councilor Ali questioned how many job opportunities are anticipated to be created, and Mayor Strimling said that will try to get an estimate for the Committee.

Councilor Thibodeau thanked the Mayor and the public comment provided. He will try to keep an open mind and not have this be union versus non-union. He asked about the purpose of the amendments – to make TIFs more difficult to get? Mayor Strimling indicated in the negative. When spending public money, however, it would be preferred to hire local local folks and pay minimum wage to get as much public benefit as possible.

Questions for follow-up at another meeting from Councilor Thibodeau:

- Would this pertain to all City projects?
- He would like more information regarding apprentice training vs. non-apprentice training, noting why not use trade schools and the Sargent Academy?
- He asked about certified training programs and who would certify them?
- Councilor Thibodeau said to consider having Affordable Housing (AH) TIFs exempted.
- Regarding the memo from the City Manager, particularly “My concern relates to increasing the cost of future City public infrastructure investment which will increase the likelihood of future property tax increases.” Councilor Thibodeau asked if these were City projects paid with TIF revenue funds? Mayor Strimling said that is the not intent and this can be clarified.
- Councilor Thibodeau referred to the Mayor’s memo to the City Manager of 2/2/2017, particularly the “State Prevailing Wage Requirement” section, asking if the goal is to require contractors in a TIF-related project to pay all employees a living wage (\$23.37 per hour) or minimum wage in Portland. Mayor Strimling said that this can be clarified with more specific language.

- In that same memo under the “Apprenticeship/Job Training Program Requirement”, Councilor Thibodeau questioned how many companies would this affect.
- Councilor Thibodeau also had concerns with the claw back provisions and requested further guidance/clarification, as well as details on obtaining information that would provide the City Council an ability to make this determination.
- Councilor Thibodeau referred to the comment that the CEA is used as collateral to obtain financing for construction projects; he would like further guidance on that and how these amendments would affect its use as collateral.

Regarding the FYE2016 TIF Report, Councilor Thibodeau asked how many active TIFs were there, and Mr. Mitchell indicated that there are 12 active TIF Districts, and 11 associated CEAs, with four being AH TIF CEAs. ImmuCell was approved in FY2017, so this is an additional TIF CEA.

Mayor Strimling asked about the values, and Mr. Mitchell referred to the FYE2016 Report, noting that the Original Assessed Values (OAV) of the active 12 TIF Districts resulted in \$22.8 Million in taxes going into the General Fund. TIF captured taxes over and the above the OAV totaled \$1.8 Million, with \$1 Million going towards the CEAs, and \$800K going towards City Public Infrastructure projects and Creative Portland. Mr. Mitchell said that CEAs do not capture 100% of the taxes over OAV; therefore, he also noted that the City received an additional \$2.4 Million in taxes from the increased assessed value over and above the OAV into the General Fund.

Councilor Thibodeau said that he is generally supportive of the proposed amendments but needed more clarifying language as discussed.

Chair Brenerman said that there were two tables for State prevailing wages – one labeled “HB” and the other labeled “B2”, asking which one would be used and if any one community in Maine had these TIF requirements being proposed. Mayor Strimling indicated the “B2” table would be the one to use, and he was not aware of any other community in Maine having these TIF requirements but would confirm.

Chair Brenerman asked the Mayor about enforcing these requirements, particularly if there would be an appropriation of funds to support enforcement. Mayor Strimling said that he has not had that conversation but expected to have funding in place.

Chair Brenerman suggested a memo be provided to the Committee with a proposal for enforcement details. He also noted concerns with the claw back provisions, particularly banks using the CEA as collateral. Mayor Strimling said that the goal is not to get money back, but enforcement is needed.

Chair Brenerman asked about the amount of increase in costs for a construction project utilizing a TIF. Mayor Strimling noted this and will provide information on the impacts.

Regarding State Prevailing Wage requirement, Chair Brenerman requested a copy of the statute cited in redlined TIF Policy, i.e., 25 MRSA Section 1306.

Regarding the section “(iv) Local, Diverse and Veteran Hiring Preference” and that 25% of the total construction-related work hours are performed by residents of the City of Portland, minority and women employees, and Veterans, Chair Brenerman was unclear how this would work, versus 25% of the total number of workers on the job. It seems that work hours would be difficult to compute. Mayor Strimling said that he can provide more information, and noted that “hours” was used because, conceivably, one employee could possibly meet the requirement.

Councilor Thibodeau asked union representatives in attendance if they kept detailed records of hours by race and gender. Mr. Napolitano indicated they could do this.

Brad Stout said that they would do this manually, as they do not have ethnicity in their records, but anything can be done – either automatically or manually if needed.

Chair Brenerman asked about the apprentice or job training for each separate trade or classification, particularly how many Maine contractors would be impacted. He also questioned the claw back provisions, as well as how to determine if a firm does not meet the requirements of the proposed amendments for State Prevailing Wage Requirement; Local, Diverse and Veteran Hiring Preference; and, Participation in Apprenticeship and/or Job Training Program. Mayor Strimling noted this and would provide more information.

Councilor Thibodeau agreed, as well as how to determine the proposed Bonus Provision not to exceed 2.5% of the total TIF assistance. Mayor Strimling said that this was intended to incentivize TIF projects but is not wedded to the provision.

Councilor Thibodeau noted the “grandfather effect” for those TIFs already in place. He also noted that more structure would be needed in this effort.

Chair Brenerman said that the Committee is asking these questions in order to get any proposed amendments right.

Councilor Ray asked about an examination of contractors working on past TIFs and if they would have met these proposed requirements. Mayor Strimling noted that they could be asked but it would be voluntary for them to provide it.

Regarding the local hire provision, Councilor Ray asked how many companies that could perform the construction work are hiring new people and how many come with existing employees, noting if the existing employees do not make up the 25% requirement perhaps it

could not bid on a job. Mayor Strimling said that the intent is to open doors to new people but can provide further clarification, also noting the waiver that could be granted by the Council if there is hardship.

Councilor Ray said that the amendments being proposed are laudable, but the City needs a sound policy. The Council needs to know how this will affect people/businesses who do this work. She would like additional clarity on apprentice/safety/training programs – Union, Non-Union, other programs; State Prevailing Wages – noting that there is the per hour paid to the employee, plus the benefits paid by the employer; as well as employees of construction companies and the Portland resident factor. Councilor Thibodeau suggested that this be changed to a Greater Portland resident.

Mayor Strimling said that they can look at this more indepth.

Regarding the State Prevailing Wage requirement, Councilor Ray suggested that this may discourage people from hiring newer/young people because of the additional apprentice requirement.

Councilor Thibodeau said that when the Committee next takes this up, perhaps there should be more interaction with the construction industry.

Chair Brenerman suggested a panel discussion.

The sense of the Committee would be to review this again at its May 23rd meeting.

Mayor Strimling thanked the Committee and would try to get it as much information as possible for that meeting.

There being no further business, the meeting adjourned at 8:00 p.m.

Respectfully, Lori Paulette



Office of the Mayor, Ethan K. Strimling

MEMORANDUM

To: Economic Development Committee
From: Ethan K. Strimling, Mayor
Date: April 18, 2017
Re: Amendments to Portland's TIF Policy

Chairman Brenerman and members of the Economic Development Committee, thank you for the opportunity to share my thoughts on some suggested enhancements to Portland's Tax Increment Financing (TIF) Policy. As you know, last summer, the Council made a unanimous recommendation to this committee to review our policy with an eye toward some of the provisions we will be touching upon this evening. Thank you for taking an important step towards exploring ways in which our policy can be of most benefit to all Portlanders.

I wish to begin by highlighting the overarching goal of amending our TIF Policy. The goals of TIFs are, among other things, to spur investment in our community and, as our current policy states, "retain and create quality employment." And that's just what the amendment before the Committee is intended to do. By attaching community benefits such as fair wages, equitable hiring practices and meaningful workforce development provisions, we are spurring investment in the working families of Portland. As the Portland Press Herald put it when they referred to the early stages of this discussion last year, "...this is an opportunity for Strimling, city planners and the Economic Development Committee to work on fair hiring and wage mandates for all future TIF projects. Spending public money should provide a public benefit, and collaboration can make it happen." I could not agree more.

While our economy is growing and our unemployment rate is low, I'm sure most everyone in this chamber would agree that we simply are not doing enough to ensure that the rising tide is lifting all boats. We are not doing enough to pave a path to the middle class for all of our residents. Marginalized populations have it even worse. While commenting on the provisions before you today, Councilor Ali eloquently stated, "These are underserved populations in Portland and this will be an invaluable tool in helping alleviate the poverty that has held these populations back for decades and will be critical in helping create an all-inclusive economic mobility." That is what our TIF Policy should support and improve. It is my firm belief that the proposed enhancements help us better achieve that goal.

These suggested changes to our current TIF policy should act as a baseline for discussion as we work together to ensure that we meet the Council's stated goal of retaining and creating "quality employment."

Briefly and specifically, this proposal will:

1. Require that firms utilized in the construction of a TIF-assisted project pay all employees on the project the state prevailing wage. Construction firms that receive state funds for projects already must meet this requirement. This provision would level the playing field by mandating that those who currently underpay their workers or fail to offer adequate benefits step up and compensate their workers fairly.
2. Set a benchmark of 25% of work hours on the construction of the TIF-assisted project be performed by a combination of: Portland residents, women, minorities and veterans. By setting a benchmark that spurs firms to look within our local pool of workers, make efforts to diversify their workforce and hire veterans, we are doing our part in reaching populations who are currently at a serious disadvantage in achieving upward mobility in our economy. I will note that this proposal has a provision that would allow for a waiver of this requirement in the event that the full Council decides that a company has made a good faith effort to meet this hiring benchmark.
3. Require that firms utilized on the construction phase of a TIF-assisted project participate in a job training or apprenticeship program. By participating in a job training and/or apprenticeship program, we are making sure that we are developing the next generation of workers in our city who will, like those who came before them, be equipped with the tools they need to build a promising career that will lead them to the middle class.
4. Include a "clawback" provision that allows for the termination of TIF assistance and refund of any local dollars expended if the terms of the TIF Policy are not met. It stands to reason that if we as a city are making the investment in a company to build or expand, that if they do not meet our expectations, we should be able to terminate the promise of that investment and/or recoup any money already expended on that project.
5. Allow for the implementation of a bonus program for TIF recipients whose projects exceed the local, diverse, veteran employment threshold. Just as we place certain expectations upon those who receive tax breaks, we should also reward the achievements of businesses that go above and beyond to be good community partners. Offering a financial benefit to the recipient of those tax incentives will help them work together with the firms they hire to achieve exemplary results.

I am confident that we can work together with the business community, who has benefitted greatly throughout the years from our TIF Policy, to strengthen and deepen the community benefits of future tax breaks. As Councilor Costa rightly indicated in his statement about these proposed

changes, "I have no doubt that we can find a balance that allows us to both support economic development and provide safeguards that ensure the public interest is being served."

In closing, I'd like to once again thank the Committee for tackling this very important topic. While I know that there is much work to be done to formulate a recommendation to the full Council for our review, I am confident that the Committee will keep the full public benefit in mind and, because of that focus, we will have a much more robust TIF Policy that serves to strengthen our entire community now and in the future.



Associated Builders and Contractors of Maine
728 Main St. Suite 4
Richmond, Maine 04357

Responsible Contractor Ordinances

Apprenticeship Requirements:

- These clearly favor union contractors, as a union contractor can satisfy this requirement by being signatory to a union contract, and thus the union administers the program for them. By contrast, a nonunion contractor bears the burden of maintaining a sanctioned apprenticeship program all on its own.
- Merit shop contractors have a stake in training their workers, even if not through a sponsored apprenticeship program, and do so through things like employer; industry trade association; or community-based on-the-job craft training programs. To suggest that a merit shop contractor that does not have an apprenticeship program and therefore does not train their workers is nonsensical, and implies they don't strive to perform quality work with qualified employees. This assertion is simply ludicrous and unfounded.
- There are a number quality training alternatives to apprenticeship programs engaged by the construction industry that today's workforce finds instructionally appealing, beneficial and less archaic. In 2017, there is no longer a one-size fits all solution to quality training and craft education.
- Community colleges and technical centers are putting out excellent employees each year; the apprenticeship requirement diminishes the value of their work and discourages employers from utilizing these state funded campuses as a resource for labor.

Local Hire:

- Most contractors rely on a core group of trained and skilled workers who understand the needs of the job and are qualified to fulfill those needs. Imposing local hiring preferences undermines these businesses, including many small businesses, who seek to reward their experienced workers on the basis of merit, so that they can do the best job for their clients, public and private.
- Many contractors avoid bidding on projects that contain local hiring preferences because they do not want to be forced to lay off or discriminate against their core workforces, in whose training and skills the contractors have made significant investments.
- The net result of local hiring preferences is to reduce competition for such jobs. Those who do bid for such work necessarily must increase their bid prices in order to take into account the need to employ extra, less qualified workers.
- The employee turnover that results on such projects also increases the risk of safety violations to the detriment of both employees and taxpayers. OSHA has recorded that 40% of all injuries occur to employees that have been employed for less than 12 months. 27% of fatalities occur to employees that have been employed less than 90 days. Portland projects will be less safe if these hiring quotas are instituted.

Cost Overruns:

- Limiting competition through things such as PLAs and similar agreements like RCOs can raise construction costs by 12 to 18% according to some studies.
- Costs rise due to limited competition in the bid process, unqualified labor performing the work, and increased costs due to mandated hiring practices that require additional investment by contractors.
- Any sort of hiring preferences that do not accurately reflect the labor market available raise costs as well, for the same reasons as mentioned in the previous point.

Ethnic and Gender Diversity:

While we believe in promoting local, ethnic, gender, economically disadvantaged and veteran diversity within the workforce, mandating that a company must meet these requirements is discrimination. When our industry hires, we are not allowed to inquire if candidates meet these preferences. That would be unlawful.

- “It is the policy of a leading minority group to oppose Project Labor Agreements. This opposition is based on the fact that African American workers are significantly underrepresented in all crafts of construction union shops. This problem has been persistent during the past decades and there appears to be no type of improvement coming within the next ten years. There have been rouses of diversity pre-apprenticeship training programs during the past twenty years but no increase in diversity at the apprenticeship to journeymen levels. The higher incidence of union labor in the construction industry, the lower African American employment will be realized. This is constant throughout the nation. Also, and equally important, the higher use of union shops brings a correlated decrease in the amount of certain minority group owned businesses being involved on a worksite.”

Prevailing Wage:

- Prevailing wage laws drive up costs
 - Taxpayers, as the owners of publicly funded construction projects, deserve the best possible product at the best possible price.
 - Studies have shown that prevailing wage laws can inflate construction up to 38 percent
 - A study commissioned in 2014 by the nonpartisan Anderson Economic Group found that from 2002 through 2011 the state of Illinois and local governments could have saved an estimated \$1.6 billion on school construction costs with the exemption of prevailing wage.
- Prevailing wage discourage small contractors from bidding
 - Prevailing wage laws require complex and inefficient wage and work restrictions that serve as a barrier to entry for small contractors, decreasing competition for taxpayer funded projects.
 - Prevailing wage requirements deprive equal access to work opportunities for small and minority-owned contractors because complexities and inefficiencies in the act’s implementation make it nearly impossible for them to competitively bid on publicly funded projects.



- Prevailing wage laws tilt the scales on public construction towards unionized contractors
 - Many prevailing wage mandates require contractors pay the local union wages and/or require contractors to use outdated and rigid union job restrictions.
 - By favoring unionized contractors, these requirements discriminate against the nearly 95.3 percent of the construction workforce that choose not to join a union in Maine.
 - Local taxpayers who do not belong to a union are excluded from the opportunity to work on projects paid for with their own tax dollars.
 - Prevailing wage laws do nothing to improve worker safety, quality or training.
 - These laws ignore skill differences for different jobs.

An Example of Nearby RCO Horror Stories:

- In 2009, the Fogg Library in Weymouth, MA, was the subject of a \$1.7 million repair project. Only one contractor submitted a qualifying bid during the submission process that ended in June. The bids also had to meet the town's responsible employer ordinance that requires local officials to pay contract workers the prevailing wage, pension, and health care benefits while they complete work on municipal projects.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee (EDC)

FROM: Greg Mitchell, Economic Development Director

DATE: March 4, 2017

**SUBJECT: Permitting and Inspections Proposed Amendments/Follow-Up
Email and Organizational Chart**

As a follow-up to the April 18, 2017, EDC meeting, Permitting and Inspections Director Michael Russell provided the Committee with the attached email and its attached organizational chart of the Department.

Also attached is the cover memo and backup provided to the EDC at the April 18 meeting, at which the item was tabled.

Attachments



Greg Mitchell <gmitchell@portlandmaine.gov>

Fwd: Follow-up

Michael Russell <mar@portlandmaine.gov>
To: Greg Mitchell <gmitchell@portlandmaine.gov>

Mon, Apr 24, 2017 at 1:32 PM

I meant to copy you.

----- Forwarded message -----

From: "Michael Russell" <mar@portlandmaine.gov>

Date: Apr 19, 2017 11:38 AM

Subject: Follow-up

To: "Spencer Thibodeau" <sthibodeau@portlandmaine.gov>, "David Brenerman"

<dbrenerman@portlandmaine.gov>, "Pious Ali" <pali@portlandmaine.gov>

Cc: "Anita LaChance" <arl@portlandmaine.gov>, "Jon Jennings" <jpj@portlandmaine.gov>

Good morning Councilors,

I want to more completely answer your questions from last night.

Attached is a recent department organizational chart. You'll see there is now one administrator in charge of all inspectors and inspection types. This creates a unified picture of the demands and resources across all inspection types (rental housing, building construction, and food safety). This also provides us the opportunity to cross train inspectors and strengthen their capabilities. For example, the Health Inspectors will be responsible for outdoor dining and internal plumbing of food establishments and the Housing Inspectors will receive more training on building regulations. I'm currently in the process of hiring a fourth Housing Inspector.

As I mentioned, my department continues to experience a very high demand for services, particularly plan review and inspection. We're streamlining operations and encouraging customers to work with us from the beginning. The same group of inspectors investigates unpermitted work and land use complaints as scheduled permit work. A reactive complaint investigation takes priority to a scheduled inspection because of safety concerns. Unfortunately, that means the customer who paid for a permit and scheduled an inspection gets postponed and that has a domino effect on other inspections. We make every effort to reschedule asap. The more we can encourage permitted work and discourage unpermitted work and other land use violations, the better customer service we can provide.

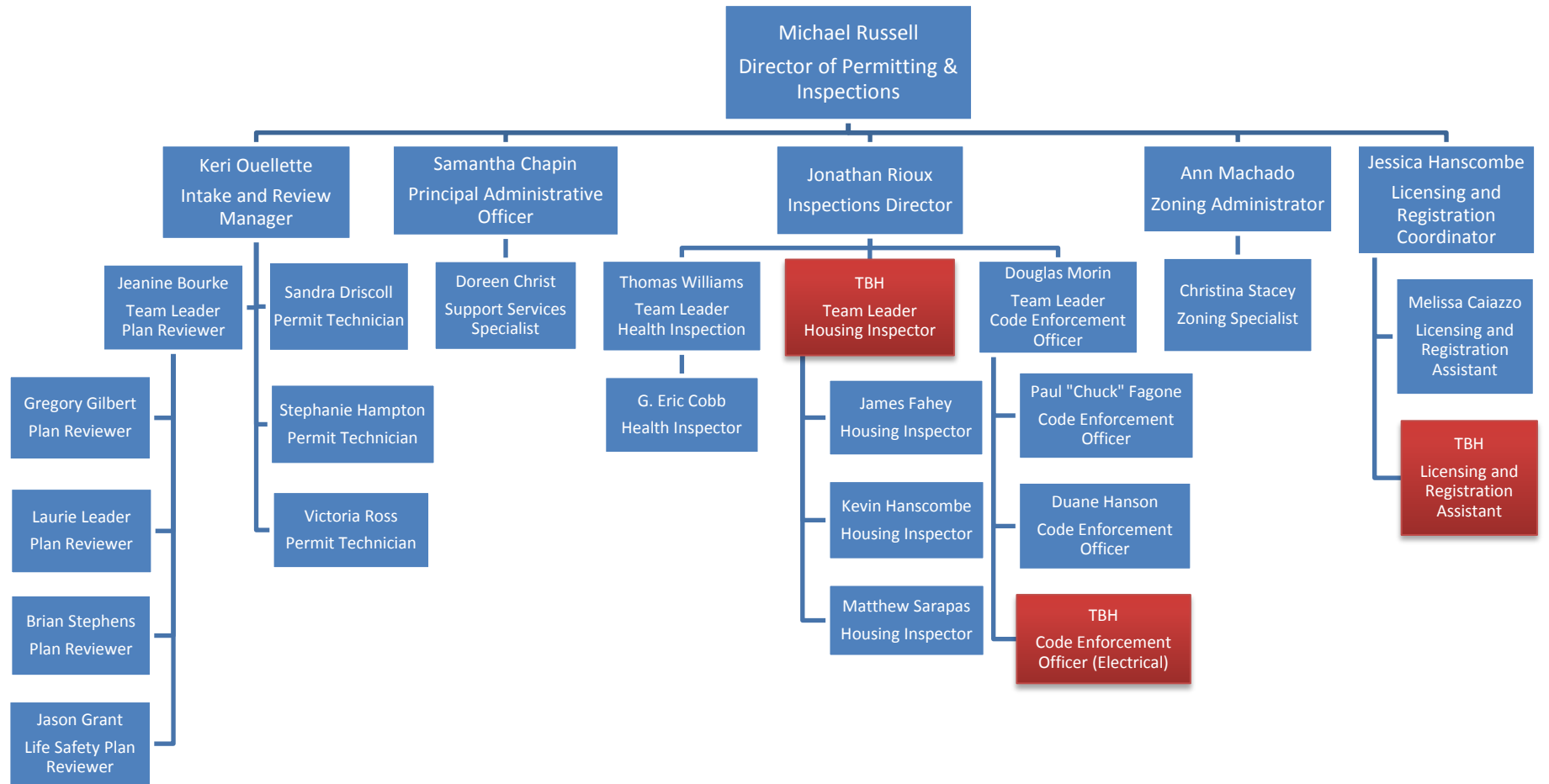
I hope this helps.

-Mike

Michael A. Russell, MS
Director
Permitting and Inspections Department
389 Congress St.
Portland, ME 04101
(207) 756-8008 Phone
(207) 874-8716 Fax



Org Chart 4.19.17.pdf
57K





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

MEMORANDUM

TO: Economic Development Committee

FROM: Michael A. Russell, Director, Permitting and Inspections Department

Cc: Anne Torregrossa, Associate Corporation Counsel

DATE: April 13, 2017

SUBJECT: Proposed Ordinance Revisions

I. ONE SENTENCE SUMMARY

Proposed ordinance changes on behalf of the new Permitting and Inspections Department.

II. BACKGROUND

As part of the effort to streamline and update the new department's operations, the City Code of Ordinances have been reviewed by the department's staff and Corporation Counsel. Public services from several departments were merged together into one new department and the following opportunities have been identified for revisions within the City Code.

Building and Building Regulations

The proposed changes to Chapter 6 are attached as Appendix A. The following summarizes those changes:

- Removed the references to housing safety officials to reflect the current, aggregated Department structure.
- Added a definitions section, and began the process of aggregating definitions into Article I for ease of use.
- Streamlined and clarified penalty provisions, with no substantive changes.
- Streamlined the permitting and fee provisions, including removing the fees from the ordinance to stand as a separate fee schedule. Under the current proposal, the fee schedule would continue to be adopted and approved by the City Council, but would be separated from the ordinance and allow for greater accessibility and clarity. A copy of the proposed fee schedule is attached as Appendix B. The following substantive changes are proposed to the fee schedule to act as deterrents to frequent problems:
 - Lower the Stop Work Order Removal Fee for cost of work less than \$10,000 and increase for cost of work over \$10,000. This will make it more equitable and forgiving for the homeowner who does a small amount of unpermitted work.
 - Establish a fee for completing work during a Stop Work Order.
 - Establish a fee for missing scheduled inspections.



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- Establish a fee for securing an unsafe building.
- Restructure building re-inspection fees to cascade.
- The current permit refund policy is 90% of the fee, even after the staff review and inspections have been completed and the permit has been issued. I recommend changing the ordinance to allow the Permitting and Inspections Department to adopt its own policy. Our plan would be to adopt a tiered refund policy that considers the staff resources to process, review and inspect permits (Appendix C).
- Article II, *Building Code*, Article III, *Electrical Code*, and Article IV, *Mechanical Code* are significantly outdated. The current proposal eliminates the three separate articles and combines them into one, more streamlined article. In addition to the reorganization, the following substantive changes are proposed:
 - Updating to the 2014 version of the National Electric Code;
 - Clarifying demolition requirements to ensure that a licensed professional is addressing any asbestos issues.
- The following changes are proposed to Article V, *Housing Code*:
 - Updating the penalty and enforcement provisions to be more consistent throughout the Code;
 - Removing the licensing requirement for lodging houses. The current requirement to register rental units would include these types of facilities;
 - Adding a section that addresses the habitation of recreational shelters, such as RVs - this provision will be considered by the Housing Committee and need not be considered by this Committee;

Business Licenses and Permits

The proposed changes to business licensing and permits impact Chapter 1 (Appendix D), Chapter 4 (Appendix E), Chapter 5 (Appendix F), Chapter 10 (Appendix G), Chapter 11 (Appendix H), Chapter 12 (Appendix I), Chapter 15 (Appendix J), and Chapter 16 (Appendix K), and Chapter 30 (Appendix L). The following summarizes those changes:

- Correct the current business licensing ordinance to clarify what types of fees are refundable, and to allow the Department to adopt a refund policy with respect to the licensing fees. Currently, only the application fee is eligible for refund.
- Discontinue Carnival and Merry Go Round licenses. Keep Circus license.
- Discontinue Chicken licenses. Continue enforcing animal control regulations.
- Discontinue single concert/dance license for events with less than 250 persons or do not serve alcohol. A single concert on public property will be licensed by Public Assembly Facilities. Alcohol will still be licensed by Business Licensing.
- Add new temporary event license requirement that applications are submitted at least 7 business days beforehand. This will encourage good planning and prevent last minute crises for the customer and staff that shift resources and priorities.
- Change the validity of a temporary event license from 14 consecutive days to 14 days. For example, a recurring concert series can have one license for 14 concerts and pay once.
- Change Bicycle cab company and driver's expiration dates to April 30th to match the expiration date for Livery, Taxi and Tour companies and drivers.
- Change the fees provisions for vehicles for hire to match Chapter 15.



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- Clarify the definition of a tour company.
- Update the licensing authority for various types of licenses and permits to reflect the new business licensing division.
- Standardize enforcement and penalty provisions.

III. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED

Streamline and update the city ordinances relating to the operations of the new Permitting and Inspections Department.

Council Goal Addressed:

Economic Development:

- Create a more efficient permitting process with specifics; computer tracking.

IV. FINANCIAL IMPACT

Based on the last full fiscal year of fees, the additional charges could result in an increase of \$4,000 in Stop Work Order Removal Fees and \$10,000 from changes to reinspection fees.

V. STAFF ANALYSIS

The proposed ordinance changes fall into two categories: “housekeeping” and efficiency. For example, there are a number of outdated references that need to be updated and are considered housekeeping. Other changes, such as the updated schedule of fees, are intended to help focus limited staff resources on the greatest demand for inspection services. The proposed fees and changes to existing fees are designed as deterrents to customer behavior that diverts department resources from the greatest number of customers and incurs opportunity costs for paying customers who are ready and waiting for scheduled building inspections. It is the department director’s sincere hope that the fees themselves will serve as a sufficient deterrent and will never be collected. An effective education and deterrent strategy will allow the department to be efficient as possible and minimize the amount of resources spent investigating unpermitted work complaints and re-inspecting properties. Educational outreach is completed through an ongoing, multi-pronged approach via the website, 1:1 conversations with customers, meetings with trade associations and more.

VI. RECOMMENDATION

Pass the proposed ordinance amendments as proposed.



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VII. LIST ATTACHMENTS

- Appendix A – Proposed amendments to Chapter 6
- Appendix B – Proposed amendments to the schedule of fees in Chapter 6
- Appendix C – Proposed amendments to the building permit refund policy in Chapter 6
- Appendix D – Proposed amendments to Chapter 1
- Appendix E – Proposed amendments to Chapter 4
- Appendix F – Proposed amendments to Chapter 5
- Appendix G – Proposed amendments to Chapter 10
- Appendix H – Proposed amendments to Chapter 11
- Appendix I – Proposed amendments to Chapter 12
- Appendix J – Proposed amendments to Chapter 15
- Appendix K – Proposed amendments to Chapter 16
- Appendix L – Proposed amendments to Chapter 30

CHAPTER 6

ARTICLE I. IN GENERAL

Sec. 6-1. Definitions

Except as otherwise provided, the following definitions shall apply to this Chapter:

Building shall mean anything constructed with a roof and walls built for permanent use.

Building authority shall mean the Permitting and Inspections Department Director.

Building official shall mean the Permitting and Inspections Department Director.

Demolition debris includes, but is not limited to, materials that are created by site preparation, clearing land, or erection or destruction of a building or structure. It also includes, but is not limited to, brush, tree limbs, stumpage, building materials, and the waste products of building activity, such as: clay, brick, masonry, concrete, plaster, glass, wood and wood products, asphalt, rubber, metal; and plumbing, electrical and heating fixtures, appurtenances thereto and parts thereof.

Significant code violation shall mean any of the following:

- a. Inadequate or blocked ingress or egress;
- b. Overcrowded conditions as described in section 6-110;
- c. Unsanitary conditions as described in section 6-109, including but not limited to vermin infestation;
- d. Inadequate or defective smoke or fire detection systems;
- e. Inadequate or defective plumbing or electrical systems;
- f. Substantially damaged or defective structural elements; and
- g. Intentional denial of heat or electricity to the legal occupant of a dwelling unit by the owner of the dwelling unit. For purposes of this provision, the terms

"occupant", "dwelling unit" and "owner" have the same meanings as provided in section 6-106.

Structure shall mean anything constructed or erected of more than one (1) member which requires a fixed location on the ground or attached to something having a fixed location on the ground.

Sec. 6-~~21~~. Penalties.

Any person, including, but not limited to, a landowner, the landowner's agent or a contractor, who violates any of the provisions set forth in Chapter 6 is liable for the penalties set forth in this section. ~~For purposes of this Chapter, the Director of Permitting and Inspections is the building authority.~~

- (a) *Penalties.* ~~Except for paragraph g., m~~Monetary penalties shall be assessed on a per-day basis for each day on which a violation exists:

1. ~~The minimum penalty for starting construction or undertaking a land use activity without a required permit is one hundred dollars (\$100.00) per day, and the maximum penalty is two thousand five hundred dollars (\$2,500.00) per day.~~

2. The minimum penalty for a specific significant code violation is two hundred dollars (\$200.00) per day, and the maximum penalty is two thousand five hundred dollars (\$2,500.00) per day. The minimum penalty for failure to correct such significant code violation after written notice by the city to do so is five hundred (\$500.00) per day, and the maximum penalty is five thousand dollars (\$5,000.00) per day. The minimum penalty for failure to correct such significant code violation after a second written notice by the city is one thousand five hundred dollars (\$1,500.00) per day, and the maximum penalty is ten thousand dollars (\$10,000.00) per day. ~~As used in this section, "significant code violation" means any of the following:~~

~~—Inadequate or blocked ingress or egress;~~

- ~~a. Overcrowded conditions as described in section 6-110;~~
- ~~b. Unsanitary conditions as described in section 6-109, including but not limited to vermin infestation;~~
- ~~c. Inadequate or defective smoke or fire detection systems;~~
- ~~d. Inadequate or defective plumbing or electrical systems;~~
- ~~e. Substantially damaged or defective structural elements; and~~
- ~~f. Intentional denial of heat or electricity to the legal occupant of a dwelling unit by the owner of the dwelling unit.~~

~~As used in this section, the terms "occupant", "dwelling unit" and "owner" have the same meanings as provided in section 6-106.~~

- 2. The penalty for violating the occupant load limit, as determined under MUBEC or Chapter 10 of this Code, is \$250.00 for the first violation; \$500 for the second violation; \$1,000 for the third and subsequent violations. Violations shall be calculated on a rolling twelve-month basis.
- 3. The minimum penalty for a specific violation other than a violation described in subparagraph 12 is one hundred dollars (\$100.00) per day, and the maximum penalty is two thousand five hundred dollars (\$2,500.00) per day.
- 4. In addition to penalties, tThe violator may be ordered to correct or abate the violations. When violations occur in a shoreland area, as defined in section 14-447, or when the court finds that the violation was willful, the violator shall be ordered to correct or abate the violation unless the abatement or correction results in:
 - a. A threat or hazard to public health or safety;
 - b. Substantial environmental damage; or

c. A substantial injustice.

~~Notwithstanding paragraph 4, for violations of this chapter that occur in a shoreland area as defined in section 14-447, the violator shall be ordered to correct or mitigate the violation unless the correction or mitigation results in:~~

~~a. A threat or hazard to public health or safety;~~

~~b. Substantial environmental damage; or~~

~~c. A substantial injustice.~~

5. If the city is the prevailing party in any legal action to enforce this chapter, the municipality must be awarded reasonable attorney fees, expert witness fees and costs, unless the court finds that special circumstances make the award of these fees and costs unjust.

6. In setting a penalty, ~~the court shall consider, but is not limited to,~~ the following shall be considered:

a. Prior violations by the same party;

b. The degree of environmental damage that cannot be abated or corrected;

c. The extent to which the violation continued following a city order to stop; and

d. The extent to which the city contributed to the violation by providing the violator with incorrect information or by failing to take timely action.

7. The maximum penalty may exceed the limits described in paragraphs 1, 2 and 3, but may not exceed twenty-five thousand dollars (\$25,000.00) per day, when it is shown that there has been a previous violation or judgment against the same party within the past two (2) years for a violation of the same law or ordinance.

8. If the economic benefit resulting from the violation exceeds the applicable penalties under this subsection, the maximum penalties may be increased. The maximum penalty under this paragraph may not exceed an amount equal to twice the economic benefit resulting from the violation. Economic benefit includes, but is not limited to, the costs avoided or enhanced value accrued at the time of the violation as a result of the violator's noncompliance with the applicable legal requirements.
9. In addition to the other penalties in this section, the building authority or ~~a housing safety official designated by the city manager~~his or her designee may suspend a contractor's, owner's, or developer's right to obtain building permits or work on any project in the city if the building authority or a housing safety official designated by the city manager determines that a contractor's, owner's, or developer's violation or violations of any provision in articles II, III, or IV of this chapter create such a threat to life or safety that a structure must be posted against occupancy or that the violation or violations render a structure uninhabitable. The suspension authorized by this subparagraph~~8~~ shall be lifted when the building authority or ~~a housing safety official designated by the city manager~~his or her designee determines that the violation or violations have been fixed.

- (b) ~~Proceedings brought for benefit of municipality. All fines resulting from these proceedings~~penalties assessed pursuant to this section shall be paid to the city.

(Ord. No. 120-97, § 1, 10-20-97; Ord. No. 240-98, § 1, 4-6-98; Ord. No. 60-06/07, 10-16-06; Ord. 298-14/15, 7-6-2015; Ord. No. 165-15/16, 3-7-2016)

Sec. 6-~~32~~. Fees for reinspections.

Following the issuance of a notice of violation and an order to correct violations, the enforcement authority or a housing safety official designated by the city manager will reinspect once for no fee in order to determine whether the violations have been fixed in compliance with this chapter. If the violations have not been fixed in compliance with this chapter, the violator shall be assessed a fee as set forth in ~~section 6-17~~the fee schedule adopted pursuant to 6-16 for each subsequent reinspection. Failure to pay the assessment for reinspection shall create a lien on the property

of the violator and the assessment and lien shall be collected and enforced pursuant to section 1-16.

Chapter 6, Articles II, Building Code; III, Electrical Code; and IV, Mechanical Code, shall be repealed in their entirety and replaced as follows:

ARTICLE II

Division 1 - In General

Sec. 6-16. Permits and permit fees.

- (a) No person may commence work on any of the following without first obtaining a permit from the building authority:
 - 1. Constructing, enlarging, altering, repairing, moving, converting, demolishing, or changing the use of any building or structure;
 - 2. Installing, removing, or altering plumbing or plumbing fixtures, or subsurface waste water disposal systems or components;
 - 3. Installing, removing, or altering electrical or signaling conductors, equipment and raceways, or optical fiber cables and raceways, however, permits shall not be required for:
 - i. Replacing lamps or other portable devices to existing receptacles;
 - ii. Telephone or telegraph transmission,
 - iii. Municipal signal and fire alarm or radio companies, public utility work and maintenance, and work by municipal employees on municipal property.
- (b) Fees for permits and inspections under this article shall be as set forth in the permit fee schedule, adopted by the City Council.
- (c) For permit fees based on cost of work, if the proposed project cost submitted by the applicant is less than that as would be indicated by national standards, the City of Portland reserves the right to determine the proposed project cost based on those standards and assess the permit fee accordingly.

- (d) The fee for any permit obtained after work has been commenced shall be double the fee otherwise provided for in the fee schedule adopted pursuant to this section.
- (e) The Permitting and Inspections Department Director shall adopt a policy authorizing refunds of any fee under this section, where appropriate.

Sec. 6-17. Certificate of Occupancy.

- (a) No building, structure, or property shall be used or occupied without a certificate of occupancy.
- (b) No final certificate of occupancy shall be issued where any condition of the building, structure, or property is not in compliance with any other section of this Code, except where phased occupancy is specifically provided for in approved permits or plans.
- (c) No final certificate of occupancy shall be issued without the approval of the fire chief or his designee.

Sec. 6-18. Violations.

- (a) Any person who owns, occupies, or controls a building, structure, or premises shall be guilty of an offense and subject to the penalties and remedies provided in section 6-2 of this Chapter and 30-A M.R.S. § 4452 if that person does any of the following:
 - 1. Violates a provision of this Article, or any codes adopted pursuant to this Article;
 - 2. Allows a violation to occur or remain at any building, structure, or premises that he or she owns, occupies, or controls;
 - 3. Fails to comply with any lawful order issued pursuant to this Article; or
 - 4. Builds inconsistently with any approved permit or plan.
- (b) The imposition of a penalty for a violation does not excuse that violation or allow it to continue.

Sec. 6-19. Enforcement.

In addition to the remedies otherwise provided, the following specific remedies shall also be available:

- (a) The building authority may issue a stop work order, prohibiting that any additional work be completed until any violations are remedied. A fee to remove any stop work order shall be set forth in the fee schedule adopted pursuant to section 6-16.
- (b) The building authority may cut electrical wires, remove fuses, or otherwise make a circuit or system inoperative whenever it is found that:
 - 1. Any electrical work has been done without first obtaining a permit; or
 - 2. Any electrical work has been done not in compliance with this Article.
- (c) Where any establishment exceeds the posted occupant limit, the building authority, the fire chief, and/or their designees, may order any performance, presentation, spectacle, or entertainment to be stopped until the condition is corrected.
- (d) The building authority is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

Sec. 6-20. Appeals.

- (a) An aggrieved party may appeal from a final decision made pursuant to this Article to the board of appeals within ten (10) days from the action of the building authority.
- (b) The board of appeals may permit exceptions to or variances from the specific provisions of this Article where it is established that strict application of the provisions of this code will result in undue hardship, and where the purpose of this Article in promoting the public health, safety and welfare, is not adversely affected.
- (c) The order of the building authority shall not be stayed during any such appeal.

Sec. 6-21. Liability.

- (a) Nothing in this Article shall be construed to relieve any responsible party from liability, or lessen such liability, for damages to persons or property caused by a defect in work performed pursuant to this article.
- (b) No officer or employee charged with the enforcement of this article and acting for the city in the discharge of his or her duties shall render himself or herself personally liable for any damage that may occur to any person or property as a result of his or her acts in the discharge of his or her duties.
- (c) The City shall not be rendered liable for any damage to persons or property arising out of any permit, inspection, or other action taken pursuant to this Article.

Sec. 6-22. Reserved.

Sec. 6-23. Reserved.

Sec. 6-24. Reserved.

Division 2 - Building Standards

Sec. 6-25. Adoption of standardized codes.

- (a) The City hereby adopts the following codes by reference, pursuant to 30-A M.R.S. § 3003:
 - 1. The Maine Uniform Building and Energy Code ("MUBEC"), as required by 10 M.R.S. § 9724; and
 - 2. The National Electric Code (2014) ("NEC").
- (b) MUBEC shall be enforced by the building authority, which shall be accomplished through inspections performed by the City building official and code enforcement officers, pursuant to 25 M.R.S. § 2373.
- (c) The NEC shall be enforced by the building authority.

Sec. 6-26. Electrical permits.

In addition to the other permitting provisions of this Article, the following shall also apply to electrical permits:

- (a) No electrical permit shall be issued unless the applicant holds a valid master electrician's license, or a limited or special license for the particular work to be installed, issued by the State of Maine.
- (b) Notwithstanding subsection (a) above, a person who does not hold a master electrician's license or limited or special license may obtain an electrical permit and do limited electrical work, so long as:
 - 1. The permit is for, and the work will be completed on, a single-family residence that the applicant owns and resides in;
 - 2. The applicant does not connect wires into any service panel; and
 - 3. The applicant does not install, relocate, disconnect, or disturb in any way the main service entrance to the residence.
- (c) Electrical permits are not transferable, and the permitted work must be completed by, or under the supervision of, the permittee.
- (d) An electrical permit shall expire if work authorized by such permit is not substantially commenced within ninety (90) days from date of issue of the permit; or if the work authorized by such permit is suspended or abandoned for a period of one hundred twenty (120) days.
- (e) Any person, after having been issued a permit, shall correct any defective work within forty-eight (48) hours after notification by the building authority. If such corrective work is not accomplished within such time period, no other permits shall be issued to the applicant until same has been accomplished.

Sec. 6-27. Electrical requirements.

In addition to the standards in the NEC, the following provisions shall also apply to electrical installations:

- (a) Services installed on brick, masonry metal, or block buildings shall be in rigid conduit. No "service entrance cable" shall be allowed in these applications.

- (b) All direct burial service conductors installed from the utility company transformer pads and/or poles to supply residential occupancies shall be installed in schedule forty (40) PVC conduit, minimum size two and one-half (2 1/2) inches).

Sec. 6-28. Electrical inspections.

- (a) The building authority shall have the right during reasonable hours to enter any premises, building, or other place, in the discharge of his or her official duties, for the purpose of making any inspection, reinspection, or test of electrical wiring, devices, appliances, and equipment.
- (b) No person may cover or conceal, or cause to be covered or concealed, any wiring or other electrical work for which a permit has been issued or is required, before the wiring or work has been inspected or approved by the building authority.
- (c) When a closing-in inspection is called for, all wall cases, boxes, etc. will be made ready for devices or fixtures by insuring that all necessary pig-tailing and bonding will be done, and that all neutral and bonding wires in panels will be made up before calling for inspection.
- (d) The building authority shall have the authority to reject any work that is not completed in accordance with any permit or applicable code, or in a workmanlike and safe manner.

Sec. 6-29. Burner installation.

In addition to the permitting requirements pursuant to this Article, any person who installs or services oil burner equipment must have a license from the Maine Fuel Board. Any alterations, installations, addition of controls, or other work on oil burners must be done by a person having such a license.

Sec. 6-30. Demolition requirements

- (a) No demolition permit shall be issued unless and until:
 - 1. The applicant provides a certification by a

licensed specialist that:

- i. There is no friable asbestos material present,
 - ii. Such friable asbestos has been removed and disposed of in accordance with state and federal law, or
 - iii. Such friable asbestos will be removed in the course of the demolition in accordance with state and federal law, and also provides an acceptable plan for removal;
2. If the building or structure is located on an island, the applicant has provided an acceptable plan to remove the demolition debris from the island and dispose of it in accordance with state and federal law prior to the expiration of the permit;
- (b) A permit to demolish or remove a structure shall expire thirty (30) days after the date of its issuance, provided that, for good cause, the building official may extend the permit for periods of not more than fifteen (15) days.
- (c) The person to whom a permit is issued shall dampen or cause to be dampened all debris resulting from the demolition operation to the extent necessary to prevent dust therefrom circulating in the surrounding area.
- (d) The disposal of all demolition debris shall be in accordance with all state and federal law.
- (e) No demolition debris shall either be disposed of or stored on any of the islands.

ARTICLE V. HOUSING CODE

Sec. 6-106. Definitions.

. . .

Enforcement authority means and includes the building authority, ~~a housing safety official designated by the City manager, or his or her designee, and~~ the health authority, ~~and the director of planning and urban development.~~

. . .

~~Licensed lodging facility~~ shall mean the use of one or more rooms, without individual bathroom or kitchen facilities, used to provide sleeping accommodations for no more than two persons, and which are available for use by the public for a fee and which are occupied, regardless of the duration of the occupancy, in the absence of a written lease. ~~Licensed lodging facility~~ does not including the following:

- (a) Sleeping accommodations, whether provided by a business or non-profit organization, where the owner or manager of such an operation routinely provides:
 - 1. Daily maid service;
 - 2. Replacement of linens and towels as demanded by guests of the establishment; and
 - 3. A centralized telephone system.
- (b) Any establishment licensed by the Maine Department of Human Services to provide health care under the direction of duly licensed health care professionals.
- (c) Dormitories, including dwelling units converted to licensed use, operated by educational institutions authorized to confer degrees.
- (d) Sleeping accommodations provided to graduate medical students under the auspices of the accreditation council on graduate medical education or a similar entity.

Sec. 6-116. Minimum standards for safety.

. . .

(f) When the health or building authority or ~~a housing safety official designated by the city manager his or her designee~~ determines that a dwelling contains friable asbestos material in an amount and/or location which presents an unacceptable health hazard to the occupants and/or the general public, the owner of the dwelling, upon notification from the health or building authority or ~~a housing safety official designated by the city manager his or her designee~~ shall remove that material or encapsulate it. Removal or encapsulation shall be conducted in accordance with all applicable federal, state and local laws and regulations.

Sec. 6-117. Inspections.

The health or building authority or ~~a housing safety official designated by the city manager his or her designee~~, upon showing proper identification, shall have the right to enter at any and all reasonable times into or upon any dwelling or dwelling premises within the city for the purpose of inspecting the dwelling or dwelling premises in order to determine compliance with the provisions of this article and for the purpose of examining and inspecting any work performed under the provisions of this article, and it shall be a violation of this article for any person to interfere with or prevent such inspection.

Sec. 6-118. Notices.

When any violation is found to exist within the meaning of this article, the health or building authority or ~~a housing safety official designated by the city manager his or her designee~~ shall give the owner, operator or occupant, or both a written order or notice which shall set forth the violation and shall contain a reasonable time limit for the correction thereof.

Sec. 6-119. Reinspections.

After the expiration of the time for correction of a violation, the health or building authority or ~~a housing safety official designated by the city manager his or her designee~~ shall make a reinspection of the premises, and if the violation has not been

corrected and no appeal is pending as hereinafter provided, such authority may make such further order as he deems advisable or he may proceed to take legal action against the person liable for such violation.

Sec. 6-120. Properties unfit for human habitation; and posted against occupancy.

Any dwelling, dwelling unit, rooming house, rooming unit, or any structure or portion thereof being used for human habitation which is in violation of the provisions of this article to the extent that it is unfit for human habitation according to the standards contained herein or other applicable standards may be condemned for habitation and posted against occupancy by the building authority or ~~a housing safety official designated by the city manager~~his or her designee. Property unfit for human habitation shall include but not be limited to:

. . .

Sec. 6-121. Notice of condemnation and posting; order to vacate.

The building authority or ~~a housing safety official designated by the city manager~~his or her designee shall give notice in writing to the property owner or operator of such condemnation and posting, and in the event such property is occupied, he or she shall give like notice to the occupant, which shall also include a reasonable time limit within which such property shall be vacated.

Sec. 6-122. Property not to be occupied again for habitation.

No property which has been condemned and posted against occupancy shall again be used for the purpose of habitation until the building authority or ~~a housing safety official designated by the city manager~~his or her designee shall in writing approve of its use and shall likewise authorize the removal of the posted notice.

Sec. 6-123. Notices not to be removed; property not to be used or let; exception.

It shall be a violation of this article for any person to deface or remove any such posted notice without the prior approval of the building authority or ~~a housing safety official designated by the~~

~~city manager~~his or her designee, and it shall also be a violation of this article for any person to occupy or let to another for occupancy any property which has been condemned and posted as provided above without receiving the prior approval of the building authority or ~~a housing safety official designated by the city manager~~his or her designee.

Sec. 6-124. Property to be secured if not improved.

If the owner or operator of any property which has been condemned as unfit for habitation does not proceed to make the necessary corrections to bring the property into compliance with the provisions of this article, such owner or operator shall proceed to make the property safe and secure so that no danger to life or property or fire hazard shall exist.

If the owner or operator fails to do so within a reasonable amount of time, the City may take all reasonable steps to make the property safe and secure and recoup the costs from the owner or operator. If the City takes steps to make the property safe and secure, the City shall also collect an administrative fee, as set forth in the schedule adopted pursuant to section 6-16.

Sec. 6-125. Restriction on conveyance of property; exception.

It shall be a violation of this article for any person to sell, transfer, or otherwise dispose of any property against which an order has been issued by the building authority or ~~a housing safety official designated by the city manager~~his or her designee under the provisions of this article unless he or she shall first furnish to the grantee a true copy of any such order and shall at the same time notify the building authority or ~~a housing safety official designated by the city manager~~his or her designee in writing of the intent to so transfer either by delivering the notice to the building authority or ~~a housing safety official designated by the city manager~~his or her designee and receiving a receipt therefor or by registered mail, return receipt requested, giving the name and address of the person to whom the transfer is proposed. In the event of a violation of this section, such person shall be subject to a penalty as provided in section 1-15, in addition to any penalty which may be imposed for failure to comply with any order of the building authority or ~~a housing safety official designated by the city manager~~his or her designee.

Sec. 6-127. Appeals.

An appeal from any final decision of the building authority or ~~a housing safety official designated by the city manager~~his or her designee, if available by statute or otherwise by law, under the provisions of this article may be taken by an aggrieved party to the superior court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

Sec. 6-129. Exception for island properties.

The building authority or ~~a housing safety official designated by the city manager~~his or her designee may permit the use of buildings located on the islands for dwelling purposes which do not meet the minimum standards set forth in this article when he or she finds that it is not feasible or practicable to provide such minimum standards and the health, safety or general welfare of the occupants or the public will not be adversely affected.

Sec. 6-130. Violations.

~~Any person violating any of the provisions of this article or failing or neglecting or refusing to obey any order or notice of the building authority or a housing safety official designated by the city manager issued hereunder shall be subject to a penalty as provided in section 6-1.~~

(a) Any owner, occupant, or operator of a building, structure, or premises shall be guilty of an offense and subject to the penalties and remedies provided in section 6-2 of this Chapter and 30-A M.R.S. § 4452 if that person does any of the following:

1. Violates a provision of this Article, or any codes adopted pursuant to this Article;
2. Allows a violation to occur or remain at any building, structure, or premises that he or she owns, occupies, or controls; or
3. Fails to comply with any lawful order issued pursuant to this Article.

(b) The imposition of a penalty for a violation does not excuse that violation or allow it to continue.

(NEW) Sec. 6-131. Enforcement.

In addition to the remedies otherwise provided, the following specific remedies shall also be available:

(a) Where any building, structure, or property is required to be secured by this article, the enforcement authority may secure the building and charge the owner, occupant, and/or operator a penalty of \$500, plus reimbursement of the actual costs of securing where:

1. Where the owner, occupant, and/or operator has been given notice of the requirement to secure and has failed to do so within a reasonable time; or
2. The building, structure, or property poses an imminent threat to the public if not secured before notice and an opportunity to correct can be given.

(b) The enforcement authority is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

Sec. 6-132. ~~Licensed~~ Lodging facility.

(a) Statement of policy. The intent of this section is to provide tenant-at-will status to residents of ~~licensed~~ lodging facilities, as defined in section 6-106, after they have resided in a unit for thirty (30) days or more. Such ~~licensed~~-lodging facilities offers sleeping accommodations but few other amenities, and residents of such housing in the past have been subjected to summary eviction procedures by landlords who purposefully characterize their rentals as "lodging houses" and thereby purport to act under state law in ejecting occupants without any recourse, regardless of the length of residency.

(b) ~~License~~ Registration required for ~~licensed~~-lodging facilities. No person, firm, corporation or other entity shall offer or provide ~~licensed~~-lodging facilities, as that term is defined in section 6-106, without having ~~obtained a license to do so~~ registered pursuant to Article VI.

~~(c) Licensing procedure.~~

- ~~1. The licensing procedure shall be that established in chapter 15, licenses and permits, except as modified herein.~~
 - ~~2. The license application shall be accompanied by a diagram showing the location of all rooms situated within the building or structure which is the subject of the application, including, but not limited to, the location of rooms providing sleeping accommodations, bathrooms, and kitchens.~~
- ~~(d) Licensing fee. The license fee shall be ten dollars (\$10.00) for each unit of licensed lodging and shall be renewable annually. In the renewal application, the owner shall identify occupants who have qualified as constructive tenants at will pursuant to the provisions of subsection (f) below during the previous year.~~
- ~~(e)~~ (c) Application to buildings or structures with three or more units. The requirements of this section shall apply to buildings or structures containing three (3) or more lodging facility units ~~of licensed lodging~~.
- ~~(f)~~ (d) Constructive "tenant at will" status after 30 day occupancy. Any person who has occupied a licensed lodging facility unit situated at the same building or structure for thirty (30) consecutive days and has paid rent for that thirty (30) day period will be deemed to have achieved the status of a tenant at will as of the 30th day and may not thereafter be evicted except in accordance with the requirements of Maine's Forcible Entry and Detainer Law (14 M.R.S.A. § 6001, et seq.)
- ~~(g)~~ (e) Termination of owner's interest.
1. Upon termination of an owner's interest in any building or structure operating as a lodging facility, providing licensed lodging, whether by sale, assignment, death, appointment of a receiver or otherwise, the owner shall advise the successor in title, the City of Portland and all occupants of licensed lodging who have qualified under subsection (d) above of the status of such occupants, which shall be binding upon the successor in title as though it were the owner when the status was achieved.

2. Notice to the City of Portland shall be addressed to:

Housing Safety Office
Portland City Hall
389 Congress Street
Portland, ME 04101

~~(h)~~(f) Owner's responsibility. The owner shall remain liable to the occupants qualified under subsection (~~eg~~) above until the notice required by that section has been provided.

[New] Sec. 6-133. Habitation of Recreational Shelters.

- (a) For purposes of this section, "recreational shelter" means any building, structure, vehicle, trailer, or other enclosure used or intended for human habitation that does not meet the standards set forth in Articles II through IV of this Chapter, or the State of Maine Manufactured Housing Act. This includes, but is not limited to, RVs, motor homes, campers, camp or truck trailers, tents, shelters, and structures on trailers capable of being towed by a consumer vehicle.
- (b) A recreational shelter may not be occupied as living quarters, unless it meets all of the following requirements:
 - i. The recreational shelter is a vehicle or trailer eligible for registration under Title 29-A, Chapter 5 of the Maine Revised Statutes;
 - ii. The recreational shelter is fully inspected, registered and ready for highway use, except that a moveable recreational shelter that does not move under its own power may be temporarily disconnected from the vehicle used to haul it, only for the time period contained in subsection (b)(vii) below;
 - iii. The recreational shelter meets all of the applicable fire and life safety requirements;
 - iv. The recreational shelter is weathertight, watertight, vermin proof, structurally sound and in good repair;
 - v. The use of the recreational shelter, and its connection to utilities, if any, complies with all

other applicable sanitary, electrical, fire, and life safety requirements of this Code;

vi. The recreational shelter is located entirely on residential property and is used solely by residents of that residential property or guests of those residents;

vii. The recreational shelter, or space for the recreational shelter, is not rented or let;

viii. The recreational shelter is not occupied as living quarters anywhere within the City of Portland for more than 21 days in any one year period; and

ix. No more than one occupied recreational shelter may be located on a single parcel or lot at a time.

SCHEDULE OF FEES
CITY OF PORTLAND CODE OF ORDINANCES, CHAPTER 6, ARTICLE II
BUILDING, PLUMBING, ELECTRICAL, AND RELATED FEES

COST OF WORK PERMIT FEES:

Air conditioning unit	First \$1,000 cost of work: \$30.00 Each additional \$1,000 cost of work: \$10.00
Change of use	
Commercial hoods and cooking appliances	
Demolition	
Fire alarm and sprinkler system	
Heating system	
Metalsbestos chimney installation	
Moving a building	
Oil and gas burner replacement	
Projects not otherwise listed	First \$1,000 cost of work: \$25.00 Each additional \$1,000 cost of work: \$10.00
Permit application amendment	First \$1,000 cost of work: \$25.00 Each additional \$1,000 cost of work: \$15.00

ELECTRICAL PERMIT FEES (in lieu of cost of work)

Minimum fee (in lieu of individual fees, where greater):	
• Residential	\$45.00
• Commercial	\$55.00
Air conditioners	
• Central unit (each)	\$10.00
• Window units	\$3.00
Alterations to existing wiring	\$5.00
Circuses, carnivals, fairs, etc.	\$25.00
Emergency lighting, battery units (each)	\$1.00
Fire and burglar alarm systems	
• Residential	\$5.00
• Commercial or industrial	\$15.00
Generator	\$20.00
Interior transformers	
• 0-25 kva (each)	\$5.00
• 25kva – 200kva (each)	\$8.00
• More than 200 kva (each)	\$10.00
Motors (each)	\$2.00
Outside lighting and signs	\$10.00
Receptacles, switches, fixtures (each)	\$0.20
Repairs after fire	\$15.00
Residential heating	

Appendix B-Schedule of Fees

• Electric units (each)	\$1.00
• Oil or gas (each)	\$5.00
Signs, interior	\$5.00
Smoke detection outlet (each)	\$0.20
Services, meters (each)	\$1.00
• 1 and 3 phase through 800 amp	\$15.00
• 800 amp and larger	\$25.00
• Branch circuit panels (each)	\$4.00
Swimming pools (each)	\$10.00

PLUMBING PERMIT FEES (in lieu of cost of work)

Plumbing inspection fee (in addition to permit fees)	\$10.00
Internal plumbing	1-3 fixtures: \$24.00 Each additional fixture: \$6.00
Septic system:	
• Non-engineered	\$100.00
• Primitive disposal system (including one alternative toilet)	\$100.00
• Engineered	\$200.00
• Separate laundry disposal field	\$35.00
• Seasonal conversion	\$50.00
Septic components:	
• Treatment tank (non-engineered system)	\$80.00
• Treatment tank (engineered system)	\$100.00
• Holding tank	\$20.00
• Alternative toilet	\$20.00
• Disposal field (non-engineered system)	\$75.00
• Disposal field (engineered system)	\$150.00
• Other system components	\$20.00
Variance (in addition to permit fees)	\$20.00

OTHER PERMIT FEES (in lieu of cost of work)

Food truck on private property	\$30.00
Home occupation (in addition to any work permit)	\$150.00
Parking lot	\$100.00
Signs	Base fee: \$30.00 Add'l fee per sq. ft. of signage: \$2.00
Subdivision	Base fee: \$500.00 Add'l fee per lot or dwelling unit: \$25.00
Tank (propane, gasoline, fuel oil):	

Appendix B-Schedule of Fees

• Installation under 300 gallons • Installation over 300 gallons • Removal	\$30.00 \$35.00 \$30.00
Tent use	\$30.00

ADMINISTRATIVE FEES (in addition to permit fees)

Certificate of Occupancy inspection	\$100.00
Missed scheduled inspection	\$150.00
Stop work order removal: • Projects with cost of work up to \$10,000.00, where no work is completed during stop work order • Projects with cost of work up to \$10,000.00, where work is completed in violation of stop work order • Projects with cost of work greater than \$10,000.00, where no work is completed during stop work order • Projects with cost of work greater than \$10,000.00, where work is completed during duration of stop work order	\$150.00 \$300.00¹ \$1,000.00 \$2,000.00¹
Reinspections: ¹ • First • Second • Third and subsequent	\$150.00 \$300.00 \$500.00
City secures building	\$500.00 plus costs, including material and labor

¹ The payment of the fee to remove the stop work order in these circumstances shall not excuse the violation, nor shall it prevent the City from seeking additional civil penalties for the violation.

² After initial failed scheduled inspection for permit or compliance OR after initial reinspection after a notice of violation.

APPENDIX C

Building Permit Refund Policy

I. Purpose

To establish the authority for refunding building permit fees and setting the limits of such refunds.

II. Procedure

A. Fees for permits issued by the Permitting and Inspections Department are eligible for partial refund only under the following circumstances:

1. The permittee requests a refund in writing and provides cause why the permit is no longer required;
2. The permit was not an Internal Plumbing & Subsurface Wastewater Disposal System permit;
3. The permit was issued no more than 180 days prior to the refund request; and
4. Construction has not commenced under the permit.

B. Permit fees are eligible for partial refund in the following amounts:

1. No refunds will be made for permit fees of \$25.00 or less;
2. Refunds will be made for permits that require review by Permit Technicians only in the full amount of the permit fee, less 10% of that fee, or \$25.00, whichever is greater;
3. Refunds will be made for permits that require review by Permit Technicians and Zoning Staff only in the full amount of the permit fee, less 25% of that fee, or \$50.00, whichever is greater; and
4. Refunds will be made for permits that require review by a Plan Reviewer in the full amount of the permit fee, less 50% of that fee, or \$100.00, whichever is greater.

C. All refunds will be recorded through the Department's accounting software.

III. Reservation of Authority

The Director of Permitting and Inspections Department reserves the authority to amend, modify, or change this policy with 30 days' notice.

Chapter 6

Sec. 6-17. Fee Schedule.

Ten (10) percent of any fee, or ten dollars (\$10.00), whichever is greater, shall be non-refundable to cover the administrative costs. (Ord. No.76-10/11, 11-15-10; Ord. No. 54-

4. Enforcement and penalty. Any person who violates this section must be penalized in accordance with section 4452. The municipality or the department may seek to enjoin violations of this section.

[2007, c. 695, Pt. A, §35 (AMD) .]

5. Permit fees. The following permit fees may be charged.

A. A plumbing permit fee not to exceed \$10 per internal fixture may be charged. [2009, c. 589, §9 (AMD).]

B. [1999, c. 228, §3 (RP).]

C. A minimum fee, not to exceed \$40, may be charged for all internal plumbing permits combined. [2009, c. 589, §9 (AMD).]

D. A nonengineered subsurface wastewater disposal system fee not to exceed \$250 may be charged, and a surcharge of \$15 must be charged. The surcharge must be paid by the municipality to the Treasurer of State, who shall credit the amount to the Water Quality Improvement Fund established under Title 38, section 424-B. [2009, c. 589, §9 (AMD).]

CHAPTER 1

Sec. 1-15. General penalty; continuing violations.

(a) Whenever in this Code or in any ordinance of the city any act is prohibited or is made or declared to be unlawful or an offense, or whenever in such Code or ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code or any ordinance shall be punished by a fine not less than one hundredfifty dollars (\$~~10~~50.00) nor more than five hundred dollars (\$500.00) for each offense. Wherever a minimum fine is established in this Code, it shall be deemed a sum certain for each alleged offense in any action brought to enforce this Code. Whenever in this Code a minimum but no maximum fine or penalty is imposed, the court may in its discretion fine the offender any sum of money exceeding the minimum fine or penalty so fixed, ~~but not exceeding the sum of one hundred dollars (\$100.00)~~. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.

(b) In all cases where the same offense is made punishable or is created by different clauses or sections of this Code, the corporation counsel may elect under which to proceed; but not more than one (1) recovery shall be had against the same person for the same offense.

(c) In addition to the penalties provided in subsection (a), the city is authorized to institute, or cause to be instituted by the corporation counsel, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Code~~may enjoin or abate any violation of this Code by appropriate action.~~

Chapter 4 AMUSEMENTS*

[NEW] Sec. 4-19. Standards for denial.

In addition to the provisions of chapter 15, a license under this Article shall be denied to the following persons:

1. To a corporation if any principal officer thereof or any person having an actual ownership interest or management authority therein has a disqualifying criminal conviction within the immediately preceding five (5) years; or
- 1.2. To an applicant, other than a corporation, if such applicant or any person having an actual ownership interest or management authority therein has a disqualifying criminal conviction within the immediately preceding five (5) years.

Sec. 4-27. Notice and hearing.

The ~~Department of~~ Permitting and Inspections ~~Department~~ shall conduct a public hearing with respect to the grant of any original license issued under this division.

Sec. 4-51. Required.

(a) No person licensed by the state to sell liquor to be consumed on the premises, and no bottle club licensed by the city, shall permit on the premises any music except that produced by radio or mechanical device, any dancing, or entertainment of any sort without an entertainment license from the city. The license required by this subsection and state law authorizes entertainment only during the hours when state law permits the sale of alcohol for consumption on the premises.

(b) After-hours entertainment shall require a separate license as provided in this division subject to the following restrictions and requirements:

- (1) Operations under such separate license shall end at 3:00 a.m.
- (2) Establishments that have a liquor license shall limit attendance to individuals who are at least 21 years old. Establishments that do not have a liquor license shall limit attendance to individuals who are at least 18 years old.
- (3) Any applicant for an after-hours entertainment license shall meet with the police department for review of the security plan and a site visit before the license is brought before the city council.
- (4) The license shall allow no more than twenty-four (24) after hour events per calendar year.
- (5) In addition to the after-hours license, at least seven (7) days in advance of each event, the license holder shall deliver a written notice to the ~~Department of~~ Permitting and Inspections Department during normal business hours specifying the date upon which the event will be held. The ~~Department of~~ Permitting and Inspections Department will forward the notice immediately to the police department, track the number and frequency of events per licensee per calendar month and inform a licensee if an event is not allowed.

(c) *Exceptions:* Upon application for a license for a single event, the council may allow after hours entertainment to take place after 3:00 a.m. for a public purpose and may permit individuals under the age of 21 to attend the event, subject to such conditions, if any, that the council imposes to protect the public health, safety and welfare. Any events permitted under this paragraph will not count as one of the twenty-four events per year allowed by section (b) (4) above.

(d) No person shall conduct, maintain or operate a dance hall, ~~a single dance, or~~ a concert hall ~~or a single concert~~, as defined in section 4-42 of this code, without a license.

(f) No person shall conduct, maintain, or operate a single dance or single concert, as defined in section 4-42 of this code, on private property, where greater than 100 attendees are anticipated, or where alcohol will be consumed, without a license.

(e) No person shall conduct, maintain, or operate a single dance or single concert, as defined in section 4-42 of this code, on public property without a license from the Parks, Recreation, and Facilities Department.

Sec. 4-81. Applications and fees.

Applications for a state license to conduct beano or a game of chance shall be deemed sufficient applications for the purpose of chapter 15 if accompanied by the fees prescribed therein. Upon compliance with this article and chapter 15, the ~~Department of~~ Permitting and Inspections Department shall signify the consent of the city council to such application.

Chapter 5 ANIMALS AND FOWL*

~~Sec. 5-401. Permit required.~~

~~———— (a) An annual permit is required for the keeping of any domesticated chickens. The annual permit is personal to the permittee and may not be assigned.~~

~~———— (b) The fee for an annual permit to keep chickens is twenty-five dollars (\$26.00).~~

~~———— (c) An applicant for a permit to keep chickens must demonstrate compliance with the criteria and standards in this Article in order to obtain a permit.~~

CHAPTER 10

Sec. 10-18. Amendments.

. . .

- (A) License from ~~city clerk~~Permitting and Inspections Department—required, see: Private and Special Laws of 1917, Chapter 160.
- (B) Imposed by state statutes.
- (C) Building permit required.
- (D) Application and license issued through ~~City Clerk's~~Permitting and Inspections Department—office after Fire Department review.

Chapter 11 FOOD AND FOOD HANDLERS*

ARTICLE I. IN GENERAL

Sec. 11-2. Copies on file with the ~~Department of~~ Permitting and Inspections Department.

Pursuant to Title 30-A M.R.S.A. §3003, at least three (3) copies of the Maine State Food Code as adopted by reference by Section 11-1 above, have been and shall be on file in the office of the ~~Department of~~ Permitting and Inspections Department~~for~~ for public inspection and use.

ARTICLE II. FOOD SERVICE ESTABLISHMENTS

DIVISION 1. GENERALLY

Sec. 11-4. Amendments.

The Maine State Food Code 2013: Food Code adopted by section 11-1 is amended and modified in the following respects.

(a) Section 1.201.10.B shall be amended as follows:

Approved shall mean acceptable to the city health inspector as meeting the requirements of this article and conforming to good public health practices.

Food service establishment shall include any permanent, temporary or mobile establishment including any restaurant; caterer; innholder; buffet; lunchroom; grill room; lunch counter; tavern; dining room of a hotel; coffee shop; cafeteria; sandwich shop; soda fountain; in plant feeding establishment; private club; church feeding facility; school feeding facility; institutional feeding establishment; tea room; theater refreshment stand; grocery store; meat market; retail bakery store; delicatessen; bottle club; commissary; shelter; food pantry; or any other establishment where food or drink is prepared, served, kept, or stored for retail sale on-site. This definition shall not include as food service establishments private homes with permanent guests.

Imminent health hazard means a significant threat or

danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operation to prevent injury based on: (a) The number of potential injuries, and (b) The nature, severity, and duration of the anticipated injury. Imminent Health Hazard includes, but is not limited to, the following: (1) an extended loss of water supply, (2) an extended power outage, (3) flood water or sewer back-up into the establishment, (4) fire, (5) a lack of hot water (minimum temperature of 100F for handwashing and 110F for warewashing) or (6) any other violation(s) that has/have the potential to pose an imminent threat to public health. Maine Food Code October 2013 Page 11 Failure to include other violations in this definition shall not be construed as a determination that other violations may not, in light of the circumstances, be found to pose an imminent health hazard.

Temporary food service establishment shall mean any food service establishment which operates for a temporary period of time in connection with a fair, carnival, circus, public exhibition or similar transitory gathering. There shall be two (2) types of temporary food service establishment licenses: one (1) shall be for those establishments that sell unopened prepackaged food, with a license period not to exceed three (3) months, and the other license shall be for establishments that sell or serve either food that is not prepackaged or prepackaged food that is opened prior to its sale, including the opening of one (1) or more prepackaged items for the purpose of providing free samples, with a license period not to exceed ~~two (2) weeks~~fourteen (14) days per transitory gathering.

. . .

Sec. 11-10. Certified Food Protection Managers.

- (a) A food service establishment must have at least one employee granted supervisory and management responsibility designated a Certified Food Protection Manager (CFPM) as defined in Section 1.201.10.B of Maine State Food Code 2013: Food Code adopted in

Section 11-1, above. Proof of CFPM certification is required as follows:

1. Prior to the issuance of any new license required by Chapter 15;
 2. Prior to the renewal of any license required by Chapter 15.
 3. Within 60 days of the date when a CFPM leaves employment;
 4. At the time of any inspection by the City's Health Inspector.
- (b) Proof of compliance with the requirements of this section shall be provided to the City Food Inspector. Prior to the issuance of any license required by Chapter 15, the City Food Inspector must certify to the ~~Department of~~ Permitting and Inspections Department that the requirements of this Section have been met. Failure to provide proof of compliance with the requirements of this Section will be subject to a denial, suspension or revocation of a license in accordance with the provisions of Chapter 15. In addition to license suspension or revocation, violations of subsection 11-10(a)(3)& (4), above, shall result in a penalty to the violator of \$150.00.

Sec. 11-11. Ice cream trucks.

All ice cream trucks shall comply with the following:

- (a) *General regulations.* All ice cream trucks shall comply with all requirements of section 11-35, including the requirements for a base station, and all other requirements of this article except those relating to toilet facilities, in addition to the requirements set forth in this section.
- (b) *Permitted sales locations.* Ice cream trucks shall be limited to sales on or from public rights-of-way in city parks where vending is allowed or in residential zones only, where such public rights-of-way have a posted speed limit of twenty-five (25) miles per hour or less.
- (c) *Sales prohibited.* No ice cream truck shall stop at any time for the purpose of making sales if such stop is located within five hundred (500) feet of a licensed food service establishment.

- (d) *Length of stop.* No ice cream truck shall stop on a public right-of-way in a residential zone for more than fifteen (15) minutes. An ice cream truck shall operate its four-way flashers whenever stopped.
- (e) *Manner of stops.* Ice cream trucks shall pull over to the side of the public right-of-way as far as practicable when stopping for the purpose of selling. In no event shall an ice cream truck stop for the purpose of selling if such a stop prevents the passage of other motor vehicles on the public right-of-way.
- (f) *Hours of operation.* Ice cream trucks shall only operate from 11:00 a.m. until 8:00 p.m.
- (g) *License, insurance required.* Each ice cream truck shall be required to be separately licensed under this article and to provide to the ~~Department of~~ Permitting and Inspections Department evidence of public liability insurance in an amount of not less than four hundred thousand dollars (\$400,000.00) as amended, with the city named as an additional insured on the policy.
- (h) *Cost of licenses and expiration date.* The cost of a license for an ice cream truck and base station and the expiration date for such licenses shall be the same as those established in section 15-13 for a mobile food service establishment license and a base station license. Each base station shall be required to have one (1) base station license, even if more than one (1) truck utilizes the same base station.
- (i) *Passengers prohibited.* No ice cream truck shall carry any passenger not employed by or related to the license holder or driver.

Sec. 11-12. Stationary food vending unit.

A stationary food vending unit shall be subject to the following regulations:

- (a) Only nonalcoholic beverages and prepackaged foods shall be sold from a stationary food vending unit, and there shall be no cooking in or near the unit.
- (b) An applicant for a stationary food vending unit license

shall provide the ~~Department of~~ Permitting and Inspections Department, in addition to any other information required by chapter 15, with acceptable proof of ownership or control of the property upon which the unit will be located. Such proof shall consist of a deed, lease or other written agreement.

- (c) An applicant for a stationary food vending unit license shall submit the following information for review by the health authority:
 - 1. A plan for waste disposal;
 - 2. A plan for disposal of liquid waste, which shall not be allowed to run into the ground; and
 - 3. A plan for provision of restrooms for employees;
 - 4. The precise location and manner of proposed or existing electrical hookups, which must be done by a licensed master electrician, or the type and location of other proposed or existing power sources.
- (d) No stationary food vending unit shall be located within sixty-five (65) feet of any other licensed food establishment, including street vending units and mobile food service units.
- (e) The fees and the expiration date for a stationary food vending unit license shall be the same as those established in chapter 15 of this Code for mobile food service establishments, except that no base station or fee for a base station shall be required.
- (f) The location of any stationary food vending unit shall be subject to the applicable requirements of articles III and V of chapter 14 of this Code.

. . .

Sec. 11-14. Penalties Reinspection Fees.

Following the issuance of a failed inspection notice and an order to correct violations, the health inspector will reinspect the premises at a fee of seventy five dollars (\$75.00); if the

follow-up inspection results in another failed inspection, the violator will be charged a second re-inspection fee of one hundred fifty dollars (\$150.00). If the third reinspection results in a failed inspection, the third and each subsequent follow-up reinspection will result in a three hundred dollar (\$300.00) per reinspection charge. In addition, upon the third failed reinspection, the health inspector may order the establishment closed until the establishment yields a passing inspection.

The requirements set forth in this section shall apply to the entire chapter.

(NEW) Sec. 11-15. Violations.

- (a) Any person who owns or operates a food service establishment, or other entity subject to the provisions of this chapter, shall be guilty of an offense and subject to the penalties and remedies provided in section 1-15 of this Code, if that person does any of the following:
 - 1. Violates a provision of this chapter, or any codes adopted pursuant to this chapter;
 - 2. Allows a violation to occur or remain after notice; or
 - 3. Fails to comply with any lawful order issued pursuant to this chapter.
- (b) The imposition of a penalty for a violation does not excuse that violation or allow it to continue.

DIVISION 2. LICENSE*

Sec. 11-22. License Required.

No person shall operate any food service establishment within the city unless licensed to do so by the city. Applications for licenses for a food service establishment, other than a temporary food service establishment, must be submitted at least thirty (30) calendar days before operations are planned to commence.

[AT1]Applications for licenses for a temporary food service establishment must be submitted at least seven (7) business days before operations are planned to commence.

. . .

Sec. 11-25. Suspensions and revocations.

Licenses shall be suspended or revoked pursuant to chapter 15, except that a license which has been suspended may be reinstated by the ~~Department of~~ Permitting and Inspections Department upon application, in writing, from the holder if the health inspector certifies to the ~~Department of~~ Permitting and Inspections Department that he or she has reinspected the premises and the condition for which the suspension was imposed has been corrected.

CHAPTER 12

Sec. 12-27. Enforcement.

It shall be the duty of the chief of police or public works authority or their duly authorized representatives to cause the enforcement of the provisions of this article relating to city streets or public property and to prosecute any and all persons violating any such provisions. The chief of police or the public works authority is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary to carry out this duty.

It shall be the duty of the chief of police or the building authority, or their duly authorized representatives to cause the enforcement of the provisions of this article relating to private property and to prosecute any and all persons violating any such provisions. The chief of police or the building authority is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary to carry out this duty.

The owner of, and any person having responsibility for, property abutting a city street or sidewalk or esplanade where waste material has been deposited shall be presumed to have deposited same and shall be liable for violations of this article relating to city streets or public property in the absence of evidence to the contrary. Notwithstanding the aforesaid, any owner of and/or any person having responsibility for property abutting a city street or sidewalk or esplanade where any garbage or waste material has been deposited in violation of this article shall cause it to be removed within twenty-four (24) hours of the posting or notification of an order of removal, whichever occurs first, issued by the chief of police or the public works authority or their duly authorized representatives. Oral notice shall only be provided to those persons who have registered their ownership or management interest pursuant to section 6-151 of this Code. Failure to remove such waste within the time specified shall be a violation of this article.

If the waste material has not been removed within twenty four (24) hours of the posting or notification of an order of removal, whichever occurs first, the public works authority shall arrange to have the waste material removed and shall provide written notice of such removal to the owner of record. The owner of record shall be responsible for the fees for collecting and disposing of the waste material as described in section 12-28 of this article, in addition to the penalties imposed by Section 12- 30.

Sec. 12-109. Licensing of commercial refuse collectors and refuse transporters.

No person shall collect or transport Portland waste within the corporate limits of the City of Portland without obtaining a license from the public works authority upon payment of such fees as the council may prescribe by order or without being a party to a waste hauling agreement with RWS, or the City, or paying the tonnage fee imposed by section 12-109.1, for disposal of Portland waste collected or transported by the person. Such license shall be issued for the fiscal year and shall be subject to the provisions of chapter 15 of this Code, except that the public works authority shall be substituted for the ~~Department of~~ Permitting and Inspections Department in all instances.

If a hauler chooses to execute an agreement with the City, that agreement shall be in the same form provided to haulers by the City on or about April 17, 2003 or any amended form mutually agreed to by all parties.

Sec. 12-202. Conditions precedent to issuance.

Prior to the issuance of any license to construct or operate a rendering facility, and in addition to any other requirements of this article or chapter 15, the applicant shall file with the ~~Department of~~ Permitting and Inspections ~~Department~~ a performance bond, a clear letter of credit, or deposit the cash equivalent thereof, in an amount not less than twenty-five thousand dollars (\$25,000.00) or such amount as the council at the time of licensing may determine, payable to the City of Portland, to cover the reasonable costs and expenses incurred by the city in cleaning any rendering facility upon the facility's temporary or permanent closure, said bond or cash equivalent to remain in effect throughout the period for which the license is issued.

CHAPTER 15

Sec. 15-2. Applicability.

(a) It is the sense of the city council that, to the extent practical, licensing procedures within the city should be uniform, and should be conducted at all times so as to give the maximum degree of protection to the licensee consistent with protection of the public health, safety and welfare. To that end, this chapter shall apply to all licenses and permits issuable by the city through the ~~Department of~~ Permitting and Inspections Department, and all licenses and permits issued by the state to which the city council have a right or duty to offer recommendations, comments, or to consent, set forth in this Code. Notwithstanding the aforesaid, any more stringent licensing or other requirement of this Code which is not inconsistent with this chapter, shall be deemed to be an additional requirement of this chapter.

(b) Notwithstanding the foregoing, the director of waterfront and transportation facilities, or his or her authorized designee, shall be responsible for licensing of taxicabs and liveries under article II of chapter 30, and all references herein to the ~~Department of~~ Permitting and Inspections Department shall be to the said director in regard to such licensing under article II of chapter 30.

Sec. 15-3. License required.

(a) No person shall engage in, operate any business, or use or permit the use of any device for which one (1) or more licenses are required by this Code or permit others operating under such licenses to act, without having obtained each and every such license required therein and shall not operate or use such license or device during any time that the applicable license has been suspended or after revocation as provided herein.

(b) A license may be issued pending receipt of the criminal history report from the State Bureau of Identification for pawnbrokers, junk dealers, secondhand dealers and flea markets as defined in Section 23-16, provided that the ~~Department of~~ Permitting and Inspections Department has received all other documentation required for the issuance of such license and a copy of the applicant's criminal history record from the Portland Police Department, which criminal history record does not contain a disqualifying criminal conviction. If, after issuance of the

license, the ~~Department of~~ Permitting and Inspections Department receives a criminal history report from the State Bureau of Identification that contains disqualifying information, the ~~Department of~~ Permitting and Inspections Department shall immediately move to suspend or revoke the license pursuant to Chapter 15 Section 15-8(a)(6) of the City Code.

(c) Any person engaged in, or operating any business or activity, or who uses or permits the use of any device for which a license is required, shall procure a license for each and every such business activity, device or location of each activity or device unless this Code specifically provides to the contrary.

(d) Every license shall be exhibited in a conspicuous place on the premises, device or vehicle at all times that the premises, device, or vehicle is open to the public.

Sec. 15-4. Licensing authority.

(a) All licenses shall be issued, denied, suspended or revoked and all hearings shall be held by the ~~Department of~~ Permitting and Inspections Department except as expressly provided in this Code. The ~~Department of~~ Permitting and Inspections Department is authorized to notify the state licensing division of bureau of alcoholic beverages that the city council consent to the extension of existing state liquor licenses to city licensees pending the next meeting of the city council.

Sec. 15-5. Applications.

(a) All applications shall be made in writing on a form provided by the ~~Department of~~ Permitting and Inspections Department. Each application submitted to the ~~Department of~~ Permitting and Inspections Department shall state the name and business address of each applicant, the license desired, location to be used, if any, the date of the application, and such additional information as may be deemed necessary or useful by the ~~Department of~~ Permitting and Inspections Department in determining whether such permit or license applied for should be issued.

(b) Other papers:

(1) Any application for a license for which a criminal conviction is a disqualification under this Code shall

be accompanied by a written waiver of the applicant's right to privacy or confidentiality under the State Criminal History Records Act [16 M.R.S.A. § 611 et seq.] and otherwise to the extent necessary for the ~~Department of~~ Permitting and Inspections Department, acting through the chief of police, to determine whether or not such disqualification exists.

- (2) If the applicant is other than a natural person, the names of all principal officers shall accompany the original application.
- (3) A statement to the fact that no employee or officer of the city is beneficially interested in the license or licenses, or in lieu thereof, a statement of the names of such employees or officers as are beneficially interested.
- (4) In the case of a renewal, the licensee shall submit to the ~~Department of~~ Permitting and Inspections Department on a form provided by the ~~Department of~~ Permitting and Inspections Department, a certified ownership report for the previous twelve (12) month period. Such report, among other things, shall list the names of all persons, or groups of persons acting in concert who at any time during the period had an actual ownership interest.
- (5) Any organization claiming status as a bona fide nonprofit organization shall furnish sufficient evidence of such status.

Sec. 15-6. Fees.

(a) Application fees. Except as expressly provided, all applications for original licenses or for the consent of the city council, other than a flea market seller, temporary FSE or auction license, shall be accompanied by an administrative fee of thirty-five dollars (\$35.00) to defray the cost of processing the application. All applications for renewal of licenses shall be accompanied by the fees for issuance and an administrative fee of twenty-five dollars (\$25.00), except for a flea market seller to defray the cost of processing the application. ~~The latter shall be refundable if the application is denied.~~ In any case where notice by publication or mail is required, the applicant shall pay the

cost of publication and postage in advance. Application fees shall not be refundable.

(b) Appeals fee. Appeals from determinations of the ~~Department of~~ Permitting and Inspections Department shall be accompanied by a filing fee of twenty-five dollars (\$25.00) and the appellant shall also pay the full cost of publication and postage in advance, if such notice is required. For the purposes of this subsection, notice by publication shall be deemed to apply to the hearing on appeal whenever the requirement of publication would exist in the first instance. Appeals fees shall not be refundable except that, upon a successful appeal, the Permitting and Inspections Department shall credit the appeal fee toward the fee for issuance and shall refund any excess.

(c) Filing fees. Whenever any document, other than an application for any license, is required or permitted to be filed with the ~~Department of~~ Permitting and Inspections Department in connection with any license, and no fee for such filing is otherwise prescribed, the fee for filing such document shall be two dollars (\$2.00) for the first page, and one dollar (\$1.00) for each page thereafter. Filing fees shall not be refundable.

(d) Fees for issuance. Fees for issuance of licenses shall be as provided in section 15-12. Fees for issuance shall be refundable in the amounts, and under the conditions, as set forth in a policy adopted by the Permitting and Inspections Department.

(e) Late fees. An additional fee shall be charged for issuance of any license after expiration of the holder's prior license, unless the application for the renewal license was filed prior to such expiration. The additional fee for issuance or renewal of any license applied for after the applicant has commenced the activity, or has permitted the use of the device to be licensed prior to such issuance, shall be ten dollars (\$10.00) or five (5) percent per month of the fee for issuance, whichever is greater, but shall not exceed the fee specified in this chapter for issuance of that license. Late fees shall not be refundable.

(f) Proration. The fee for issuance of an original license, unless issued late as provided in subsection (e), and which is issuable on an annual basis, but which when issued will not give the licensee twelve (12) full months use prior to expiration, shall be reduced by ten (10) percent for each full month that licensee will not have the use of the license, but in no case shall the

license fee be reduced by more than fifty (50) percent. Notwithstanding the foregoing, there shall be no proration of the fee for excavators' licenses issued pursuant to chapter 25, article VII of this Code.

(g) Fees to be cumulative. Fees provided for in this section shall be deemed cumulative and shall be in addition to any other fee or fees required for the issuance of any permit under section 15-12. ~~Except as specifically provided, such fees shall not be waived, refunded or prorated, except that upon a successful appeal, Department of Permitting and Inspections shall credit the appeal fee toward the fee for issuance and shall refund any excess; and further, except that if, during the unexpired term of the license, a licensed activity is subsequently prohibited by amendment to this Code, the Department of Permitting and Inspections shall refund to the licensee a portion of the license fee in accordance with the formula for proration of fees set forth in section 15-6(f).~~ Where a maximum license fee is established by the state, the fees set by this chapter shall be deemed cumulative to the extent of such maximum fee.

(h) Refunds where activity subsequently prohibited. If, during the unexpired term of the license, a licensed activity is subsequently prohibited by amendment to this Code, the Permitting and Inspections Department shall refund to the licensee a portion of the license fee in accordance with the formula for proration of fees set forth in section 15-6(f).

Sec. 15-7. Investigation of applicant.

(a) Upon receipt of an application for any license or permit, other than a renewal application substantially identical to the original application, the ~~Department of~~ Permitting and Inspections ~~Department~~ shall inquire of other city departments, as appropriate, for comments as to whether a license may be granted consistently with the provisions of the laws and ordinances enforced by such departments. In all appropriate cases, the building authority shall verify that the premises to be used for the proposed activity comply with the building code, electrical code, plumbing code and zoning ordinance, and if applicable, state junkyard screening law; the health authority shall cause inspections to be made of the proposed location of any premises dispensing food or liquor; the fire chief shall cause inspection to be made for the purpose of determining if city ordinances, a

state law, or state regulations concerning fire and safety have been complied with; and if the license is not issuable to any class of persons, the police chief shall cause an investigation to be made of the principal officers or persons to be licensed. All such persons shall report to the ~~Department of~~ Permitting and Inspections Department in writing, and copies of any such report shall be deemed a public record.

(b) Whenever a criminal background check is done prior to issuance of a license, any cost of such background check which is charged to the City by another agency shall be added to the fees to be paid by the applicant.

Sec. 15-8. Standards for denial, suspension or revocation.

(a) *Grounds.* In addition to any other specific provision of this Code authorizing such action, a license or permit may be denied, suspended or revoked upon a determination of the existence of one (1) or more of the following grounds:

- (1) Failure to fully complete the application forms; knowingly making an incorrect statement of a material nature on such form; or failure to supply any additional documentation required or reasonably necessary to determine whether such license is issuable, or failure to pay any fee required hereunder;
- (2) The licensed activity, or persons on the premises for the purpose of participating in the licensed activity, or persons patronizing the licensed device have caused one (1) or more breaches of the peace; or
- (3) There is a clear danger that a breach of the peace will occur if the licensed activity is permitted; or
- (4) The licensed activity or persons patronizing the licensed premises will substantially and adversely affect the peace and quiet of the neighborhood, whether or not residential, or any substantial portion thereof;
- (5) The licensee has violated any provision of this Code in the course of the conduct of the activity or device for

which the license or licenses have been applied for, or have been issued; or

- (6) The occurrence of any event subsequent to issuance of the license which event would have been a basis for denial of the license shall be grounds for revocation thereof; or
 - (7) The applicant's or licensee's real or personal property taxes, or final judgments due and payable to the city, are determined to be in arrears as of the date of the license or application; or that real or personal property taxes or final judgments due and payable to the city on account of the premises for which application has been made or a license issued have not been paid in full as of the date of the license or application.
- (b) *Hearings.*
- (1) Except as expressly provided in this Code, no license to which this chapter applies may be revoked or suspended without prior notice to the licensee, and after a hearing.
 - (2) In the case of the suspension or revocation of a license, a hearing shall be given to the licensee and a generalized statement of the nature of the complaint constituting the basis for the proposed action shall be included in the notice of hearing. Unexcused failure of licensee to appear at the hearing shall be deemed a waiver of the rights to said hearing.
 - (3) Upon a determination that immediate and irreparable harm will be suffered by the public prior to the time that a hearing on suspension or revocation of a license can be scheduled and a finding of probable cause for such suspension or revocation, ~~the Department of~~ Permitting and Inspections Department may suspend a license, pending hearing, effective upon the giving of actual notice to the licensee; provided that the ~~Department of~~ Permitting and Inspections Department shall give an opportunity to be heard as soon as practicable thereafter. At any hearing, the licensee shall be given the opportunity to answer the complaint and to present evidence. The complainant shall also be notified of the hearing and given the opportunity to be heard.

- (4) All suspensions or revocations shall be upon substantial evidence and all hearings shall be conducted with substantial fairness and strict adherence to the rules of evidence shall not be required.
- (5) All hearings on suspension or revocation of licenses shall be held within thirty (30) days of delivery to licensee of the generalized statement of complaint.

(c) *Abandoned licenses.* The applicant shall pay the issuance fee and obtain any license from the ~~Department of~~ Permitting and Inspections Department within thirty (30) days after it has been approved by the ~~Department of~~ Permitting and Inspections Department. Upon failure to pay the issuance fee and obtain the license within said thirty-day period, the approval shall be void and the application deemed abandoned. For good cause shown, the ~~Department of~~ Permitting and Inspections Department may extend the thirty-day period provided such extension does not result in the issuance of the license being delayed more than one hundred eighty (180) days from its approval by the ~~Department of~~ Permitting and Inspections Department.

(Code 1968, § 901.8; Ord. No. 231-80, 12-22-80; Ord. No. 291-83, 12-5-83; Ord. No. 562-84, §§ 4, 5, 4-23-84; Ord. No. 196-88, 11-7-88; Ord. No. 165-15/16, 3-7-2016)

Sec. 15-9. Appeals.

(a) *Procedure.* An appeal to the city manager may be taken by any person aggrieved by the denial, suspension or revocation of a license by the ~~Department of~~ Permitting and Inspections Department by filing a notice of appeal and the prescribed fee with the city manager within thirty (30) days of the decision appealed from, and not thereafter. Every appeal should be in writing and shall state the basis for the appeal. Within two (2) business days of the filing of an appeal, the city manager shall designate himself or any agent or employee to act as hearing designee in the appeal. The hearing designee shall hear the appeal within ten (10) business days after the filing of the appeal and may affirm, reverse or modify the decision appealed from. The taking of an appeal shall not stay a decision appealed from, except that at the request of the licensee, the ~~Department of~~ Permitting and Inspections Department may stay the effective date of a suspension, revocation or denial of a renewal license upon a finding that the public is not likely to suffer any harm during the pendency of the appeal. In such case, the ~~Department of~~ Permitting and Inspections Department shall make a written finding of his or her decision in this regard and shall notify the appellant.

(b) *Scope of review.* On appeal, the hearing officer shall review the decision of the ~~Department of~~ Permitting and Inspections Department and any disciplinary action taken pursuant thereto to determine whether the decision was based upon substantial evidence and the disciplinary action taken was proportionate to the violation. The hearing officer may take additional evidence with respect to such decision or action and if additional testimony or evidence is taken shall determine the appeal upon all of the evidence, except as provided in this section.

(c) *Appeal to the superior court.* Any person aggrieved by a decision of a hearing officer on appeal may appeal therefrom to the superior court in accordance with the provisions of Maine Rule of Civil Procedure 80B.

Sec. 15-10. Notices of hearing.

(a) *Content.* Whenever a public hearing is required, the ~~Department of~~ Permitting and Inspections Department shall give notice of the time and place of the hearing, the type of license involved, and the nature of the hearing, and the address or location of the property involved.

(b) *Service.* Except as expressly provided, whenever notice by mail is required, such notice shall be mailed by regular United States mail at least ten (10) days in advance of the hearing date. When notice by publication is required, such notice shall be published in a newspaper of general circulation in the city at least once, not more than thirty (30), nor less than seven (7) days before the date of the hearing. Where notice to abutters is required, all owners or occupants of property within five hundred (500) feet of such parcel or tract shall be deemed to be abutters, and service shall be made by ordinary mail at least seven (7) days before the date of the hearing. In the case of abutters, the owners and occupants of property listed in the assessor's records on the last tax date prior thereto, shall be deemed to be the persons to whom notice is to be given. The ~~Department of~~ Permitting and Inspections Department shall take reasonable measures to notify renters in close proximity.

(c) *Notice requirements not mandatory.* Failure of any person other than the applicant or licensee to receive a notice of the public hearing shall not necessitate another hearing and shall not invalidate any action taken as a result thereof, except as otherwise expressly provided by law.

Sec. 15-11. License not to be transferable.

(a) No license shall be transferred to any person, to any location, or to any other vehicle or device, and no license fee shall be refunded if the licensed activity is ceased prior to the expiration of the license. All purported transfers not in accordance with this section are void. A license shall be deemed the subject of an attempted transfer whenever there is a sale of the business, vehicle or device, or where there is a change in actual ownership interest. Upon any such event, the licensee shall immediately surrender the license to the ~~Department of~~ Permitting and Inspections Department; except that, in the case of death, bankruptcy or receivership of any licensee, the duly appointed executor or administrator of the deceased licensee or the duly appointed trustee or receiver of the bankrupted licensee or licensee receivership may retain the license and operate under the same for the benefit of the estate with the written permission and approval of the ~~Department of~~ Permitting and Inspections Department until such time as such operation is no longer needed to benefit the estate. Thereafter, such personal representatives, receivers, or trustees shall either return the license to the ~~Department of~~ Permitting and Inspections Department or transfer same to any other person, under order of the court having

jurisdiction and upon written notice to the ~~Department of~~ Permitting and Inspections Department. In the interim, between the death of the licensee and the appointment of an executor or administrator, or in cases where no administration of the estate of a deceased licensee is contemplated, the widow or widower or person designated by all of the heirs of the deceased licensee may take over the license upon written notice to the ~~Department of~~ Permitting and Inspections Department. Duly appointed and qualified guardians and conservators of the estate of a licensee may retain the license of their ward during the term of office upon written notice to the ~~Department of~~ Permitting and Inspections Department.

(b) In all cases arising out of this section in which the ~~Department of~~ Permitting and Inspections Department is required to determine the identity or composition of or ownership interests in an applicant or licensee, or to determine whether a transfer of an ownership interest in an applicant or licensee has taken place, he shall look to the substance rather than the form of transactions and any person aggrieved may appeal the ~~Department of~~ Permitting and Inspections Department's determination to the city manager.

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

Location in Code	Description	Fee	Expiration Date
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
	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:		

Location in Code	Description	Fee	Expiration Date
	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
	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 <u>with alcohol or with greater than 100 attendees</u>	\$36.00	Per dance

Location in Code	Description	Fee	Expiration Date
	Single concert <u>with alcohol or with greater than 100 attendees</u>	\$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):		
	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

Location in Code	Description	Fee	Expiration Date
	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:		
	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)		

Location in Code	Description	Fee	Expiration Date
	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
	FSE-Spirituuous license (Class II)	\$582.00	Concurrent with state liquor license
	FSE-Vinous license (Class III)	\$390.00	Concurrent with state liquor license

Location in Code	Description	Fee	Expiration Date
	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
	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

Location in Code	Description	Fee	Expiration Date
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
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
	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	

¹ Reflects city practice for junk dealers and pawnbrokers.

Location in Code	Description	Fee	Expiration Date
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	
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	January 31 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
Carnival (travelling amusement show)	\$114.00	Per day
Circus	\$172.00	Per day
Circus (bona fide nonprofit organization)	\$26.00	Per day
Going-out-of-business sale	\$99.00	--
Menageries	\$21.00	Per day
Merry-go-round or other rides, per type of ride	\$62.00	Per day
Merry-go-round or other rides, per type of ride	\$244.00	December 31
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

Description	Fee	Expiration Date
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

Sec. 15-12.1. Waiver of fees.

The city council may, in its discretion, waive or reduce any fee required of any nonprofit organization where the council determines that the purpose of the licensed activity or the funds to be raised by the activity are of direct benefit to the citizens of the city. Additionally, the ~~Department of~~ Permitting and Inspections Department may waive or reduce the fee required of the nonprofit organization for a temporary food service establishment license when the organization demonstrates that it will retain 100 percent of the proceeds of the temporary sale of food.

Sec. 15-13. Supplementation of applications.

Whenever a license is in effect, the licensee shall be responsible for notifying the ~~Department of~~ Permitting and Inspections Department in writing of any material change in facts set forth in the application for any license held from the city within seven (7) days thereafter. Failure to comply with this requirement shall be a violation of this chapter.

Sec. 15-14. Violations.

In addition to any action which may be taken by the ~~Department of~~ Permitting and Inspections Department or the city council with respect to the suspension or revocation of a license:7

(a) V~~v~~iolation of this chapter, or of any licensing provisions of the city governed by this chapter, or of any rule made pursuant thereto shall be a civil violation subject to the penalties of section 1-15; and~~.~~

(b) The Permitting and Inspections Department is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the city, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this article.

CHAPTER 16

Sec. 16-10. List of employees.

The therapeutic massage establishment shall keep a written list of the names and current addresses of all employees, both on duty and off duty. Such list shall be shown to the chief of police, his or her authorized deputy, the [Department of Permitting and Inspections](#) [Department](#) upon request.

Sec. 16-13. Standards for denial.

In addition to the provisions of chapter 15, a license under this article shall be denied to the following persons:

(a) Therapeutic massage establishment license:

1. To a corporation not registered to do business in this state;
2. To a corporation if any principal officer thereof or any person having an actual ownership interest or management authority therein has a disqualifying criminal conviction within the immediately preceding five (5) years; or
3. To an applicant, other than a corporation, if such applicant or any person having an actual ownership interest or management authority therein has a disqualifying criminal conviction within the immediately preceding five (5) years.

(b) Massage therapist, combined massage establishment/massage therapist, or conditional massage therapist:

1. To an applicant who has been given a disqualifying criminal conviction at any time during the five (5) years immediately preceding application; or
2. To an applicant who is not at least eighteen (18) years of age.

The [Department of Permitting and Inspections](#) [Department](#) shall make and keep a written record of every decision to deny an application for any license hereunder.

Sec. 16-14. Grounds for suspension or revocation.

(a) All licenses. In addition to the grounds for revocation or suspension set forth in chapter 15 and section 16-13, any license may be suspended or revoked upon a determination that the licensee:

- (1) Failed to notify the [Department of Permitting and Inspections](#) [Department](#) of any change in material fact set forth in the application for such license; or
- (2) Violated any provision of this chapter or of chapter 15.

(b) Therapeutic massage establishment or combined establishment/therapist license. In addition to the provisions of subsection (a), either a massage establishment license or combined

establishment/therapist license may be suspended or revoked upon a determination that the licensee:

- (1) Permitted any person to perform therapeutic massage without a valid license to do so;
- (2) Permitted or allowed an employee, massage therapist or conditional massage therapist to violate any provision of this chapter on the premises of the establishment or in the course of conduct of the business of the establishment; or
- (3) Knowingly permitted any violation of Title 17-A M.R.S.A. Sections 851 through 855. Such knowledge shall be presumed if there have been two (2) or more convictions for any such offense within any one-year period. The applicant or licensee may rebut such presumption by showing that due diligence was exercised to prevent the recurrence of any such offense and, despite such diligence, he or she did not know and could not reasonably have known of any subsequent offense.

Sec. 16-15. Application for therapeutic massage establishment, combined massage establishment/massage therapist and massage therapist licenses.

Any person desiring a license pursuant to this chapter shall file a written, signed application with the city clerk on a form to be furnished by the ~~Department of~~ Permitting and Inspections ~~Department~~. An application for a combined massage establishment/massage therapist license, a massage therapist license or a conditional massage therapist license shall be accompanied by two (2) front face photographs of the applicant taken within thirty (30) days of application, of such size as the ~~Department of~~ Permitting and Inspections ~~Department~~ may specify.

Sec. 16-21. Penalty.

The violation of any provision of this chapter shall be punished by a fine of not less than two hundred fifty dollars (\$250.00) nor more than five hundred dollars (\$500.00) for each offense. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. In addition to such penalty, the Permitting and Inspections Department is authorized to institute, or cause to be instituted by the corporation counsel, in the name of the City, any and all actions, legal or equitable, that may be appropriate or necessary for the enforcement of the provisions of this Chapter~~city may enjoin or abate any violation of this chapter by appropriate action.~~

Chapter 30 VEHICLES FOR HIRE*

ARTICLE II. TAXICABS; LIVERIES*

Sec. 30-35. Fees.

Fees shall be as provided under chapter 15., ~~except that a portion of the issuance fee (prorated on a weekly basis) shall be refunded upon surrender of the license if the licensee dies, or becomes permanently disabled, from conducting the taxicab business or driving a taxicab or livery vehicle.~~

ARTICLE III. HORSE-DRAWN CABS

DIVISION 1. GENERALLY

Sec. 30-39. Definitions.

For purposes of this article, the following definitions shall apply, unless the context clearly implies otherwise:

Director means the designee of the city manager.

Horse-drawn cab means any horse-drawn vehicle used for the transportation of passengers for hire.

License inspector means and includes any person designated by the director to perform inspections of taxicabs.

Street, way, or public place means any street, way, trail, path, promenade, park, plaza, square, or other public property, or any portion thereof.

To operate means to drive, or to cause or permit another to drive.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-40. Exemptions.

This article shall not apply to the following:

- (a) Horse-drawn cabs operated by or in conjunction with the sponsor of any street festival, celebration, or other special event authorized by the city council;
- (b) Horse-drawn cabs operated for destination service only, by private prearrangement, in conjunction with special or ceremonial occasions, such as weddings or official visits.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 1, 5-7-84)

Sec. 30-41. General licensing provisions to apply.

Except to the extent that this article contains a contrary provision, all general licensing provisions of chapter 15 shall apply to this chapter.

(Ord. No. 509-84, § 1, 4-2-84)

DIVISION 2. LICENSES

Sec. 30-42. Required.

No person shall operate a horse-drawn cab on any street or way or in any public place without a horse-drawn cab license. A separate license shall be required for each such vehicle.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-43. Applications.

In addition to the general provisions of chapter 15 relating to the contents of applications, applications for horse-drawn cab licenses shall contain the following:

- (a) A complete listing of all operators to be employed by or associated with the applicant, giving their full names, ages, and present addresses, ~~and including a complete statement of their health and physical conditions;~~
- (b) A complete record of disqualifying criminal convictions, if any, for all operators to be employed by or associated with the applicant, and for the applicant, or if the applicant is other than an individual, for each principal officer of the applicant; and
- (c) A detailed description of each horse, vehicle, and other equipment to be used by the applicant, including a

photograph of each such horse and the plans and specifications of each such vehicle, a veterinarian's certificate of health for such horse, and the address or location at which each such horse and vehicle is to be kept or stored while not in service.

(Ord. No. 509-84, § 1, 4-2-84)

~~Sec. 30-44. Licensing authority.~~

~~Notwithstanding any provisions of chapter 15 to the contrary, the director of waterfront and transportation facilities, or his her designee, (referred to hereafter as the "director") shall be the licensing authority for horse-drawn cab licenses.~~
~~(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 173-05/06, 3-6-06)~~

Sec. 30-45. Conditions precedent to issuance.

Prior to the issuance of any horse-drawn cab license, and in addition to any other requirements of this article or chapter 15, the applicant shall file with the director the following:

- (a) A certificate issued by the license inspector that the vehicle to be licensed and all operators thereof comply with the rules made under authority of this article by the director; and
- (b) An insurance policy covering the term of the license and executed by an insurance company authorized to issue such policies in this state in the usual form of vehicle liability insurance policies in this state for injuries to persons and property resulting from the use and operation of the vehicle to be licensed. Such policy of insurance shall be issued for a principal sum sufficient to provide indemnity in an amount of not less than three hundred thousand dollars (\$300,000.00) combined single limit, for bodily injury, death and property damage. A certificate of insurance bearing an endorsement thereon by the issuing agent shall be deposited with the director. Such certificate shall state that the issuing agent shall notify the director in writing no less than thirty (30) days prior to the cancellation thereof.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 2, 5-7-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-46. Denial, suspension, or revocation.

In addition to the general provisions of chapter 15 relating to the grounds for denial, suspension, or revocation of licenses, a horse-drawn cab license may be denied, suspended, or revoked on any of the following grounds:

- (a) The applicant or licensee or any operator is less than eighteen (18) years of age or has had a disqualifying criminal conviction ~~at any time within the immediately preceding five (5) years;~~
- (b) Charging more than the fare established by this article;
- (c) Disobeying any order or direction of the city traffic engineer, the license inspector, or any police officer;
or
- (d) Causing or permitting any violation of this article or chapter 25.

(Ord. No. 509-84, § 1, 4-2-84)

DIVISION 3. OPERATING REQUIREMENTS

Sec. 30-47. For sight-seeing only; fixed routes; no stopping.

No licensed horse-drawn cab shall be operated except for sight-seeing trips following a fixed route and beginning and ending at the same location. Such routes and locations shall be as designated and assigned from time to time by the city traffic engineer, who shall also have authority to erect appropriate signs or markers, and to impose such conditions on the use of such routes and locations as he deems proper, including limiting the same of such vehicles in operation on the same route or at the same location at any one (1) time, and restricting the days, times, or other circumstances of operation on any such route or at any such location. No such vehicle shall stop, stand, or park in any place while on route, to load or unload passengers or otherwise, except in obedience to traffic regulations, traffic-control devices, or the directions of a police officer or other authorized person.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-48. Not to obstruct traffic; police orders.

No licensed horse-drawn cab shall be operated in any manner which unreasonably or unnecessarily obstructs or impedes the free flow of vehicular or pedestrian traffic or otherwise endangers the

public safety. Any police officer, or the city traffic engineer, may at any time order the operator of any such vehicle to move along, pull over, make way, or temporarily discontinue the use of any such route or location, or any portion thereof, for the public safety or convenience.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-49. Traffic regulations to apply.

Except to the extent that this article contains a contrary provision, all traffic regulations of chapter 28, article III, shall apply to the operation of licensed horse-drawn cabs.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-50. Maximum fare; rate card to be displayed in vehicle.

The fare for any trip in any licensed horse-drawn cab shall not exceed five dollars (\$5.00) per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. A rate card to be issued by the director and bearing the following statement shall be displayed in the interior of each such vehicle so as to be clearly visible to all passengers at all times while such vehicle is in service:

PASSENGER INFORMATION

The maximum fare for any trip in this vehicle is \$5.00 per passenger per quarter hour or fraction thereof, regardless of the distance of the trip. If you have questions or complaints about the fare you have been charged or the service you have received, please call ~~the director of waterfront and transportation facilities~~Business Licensing for the City of Portland (telephone: 874-~~85576900~~) (email: BL@portlandmaine.gov), or write to:

~~Director of Waterfront and Transportation Facilities~~Business Licensing
City of Portland
~~40 Commercial~~389 Congress Street
Portland, Maine 04101

Please include your name, address and telephone number to allow adequate follow-up by city.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 3, 5-7-84; Ord. No. 173-05/06, 4-6-06)

Sec. 30-51. Display of plate ~~and badge~~.

A plate, to be issued by the ~~director~~ Permitting and Inspections Department and bearing an identification number, shall be displayed in a conspicuous place on the exterior of each licensed horse-drawn cab at all times while in service. ~~A badge, to be issued by the director and identifying the wearer by number as a licensed operator of such vehicle, shall be worn prominently on his person by each such operator at all times while on duty.~~

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-52. Solicitation of business.

No person shall solicit business in any manner for any licensed horse-drawn cab while on route. Solicitation while standing shall include shouting, hollering, whistling, clapping, or making other loud noises, grabbing or otherwise annoying or harassing passersby, or any other conduct or commotion detrimental to the image or reputation of the trade or the public safety or convenience.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-53. Passengers to be seated and well-behaved.

No operator of any licensed horse-drawn cab shall load or admit more passengers at any one (1) time than may be fully seated in such vehicle. Every passenger in any such vehicle shall be and remain fully seated at all times while on route and shall refrain from any other conduct or behavior detrimental to the safety or comfort of passengers or others. No such operator shall refuse to transport any orderly person upon request.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 4, 5-7-84)

Sec. 30-54. Care and treatment of horses.

Every horse used in the operation of any licensed horse-drawn cab shall be well fed, watered, and neatly groomed at all times while in service. No person shall feed, water, or groom any such horse while on route. No person shall physically abuse or mistreat any such horse.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-55. Conduct and appearance of operators; rule-making authority.

Every operator of any licensed horse-drawn cab shall be courteous, well dressed, and neatly groomed at all times while on duty, and shall refrain from any loud argument, fight or disturbance, or any other conduct or behavior detrimental to the image or reputation of the trade or the safety or comfort of passengers or others. The director shall have authority to make reasonable rules and regulations, consistent with the public safety and the image and reputation of the trade, governing the training and qualifications of such operators.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 579-84, § 5, 5-7-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-56. Design and appearance of vehicles; rule-making authority.

Every licensed horse-drawn cab shall be kept clean and neat in appearance at all times while in service. The director shall have authority to make reasonable rules and regulations, consistent with the public safety and the image and reputation of the trade, governing the design and construction of such vehicles.

(Ord. No. 509-84, § 1, 4-2-84; Ord. No. 173-05/06, 3-6-06)

Sec. 30-57. Unsafe vehicles; inspections; ordering from service.

No licensed horse-drawn cab shall be operated at any time while unsafe, defective, or in disrepair. Any police officer, or the license inspector, may inspect any such vehicle at all reasonable times, while in service or otherwise, and may at any time order such vehicle to be removed from service or to remain out of service for any defect, unsafe condition, or want of repair. No such vehicle shall be returned to service except upon reinspection by such officer, or the license inspector, and a finding that such repair has been made or that such defect or unsafe condition has been corrected.

(Ord. No. 509-84, § 1, 4-2-84)

Sec. 30-58. Control of horses.

Every horse used in the operation of any licensed horse-drawn cab shall be kept under complete control by the operator of such vehicle at all times while in service and shall not be allowed to kick, run, race, rear up, or otherwise endanger the safety of passengers or others.

(Ord. No. 509-84, § 1, 4-2-84)

~~Sec. 30-59. Keeping of horses; storage of vehicles and equipment.~~

~~No horse, vehicle, or other equipment used in the operation of any licensed horse-drawn cab shall be kept or stored on any street or way or in any public place while not in service.~~

~~(Ord. No. 509-84, § 1, 4-2-84)~~

~~Sec. 30-60. Horse droppings.~~

~~Every operator of any licensed horse-drawn cab shall promptly remove all droppings left on any street or way or in any public place by any horse in his charge and shall directly dispose of same in a safe, lawful, and inoffensive manner. Suitable containers, shovels, and brooms shall be supplied by him and kept at hand at all times for such purposes.~~

~~(Ord. No. 509-84, § 1, 4-2-84)~~

ARTICLE IV. BICYCLE CABS*

Sec. 30-79. Licensing authority.

Notwithstanding any provision of chapter 15 to the contrary, the ~~director of waterfront and transportation facilities~~Permitting and Inspections Director, or his or her designee, (referred to hereafter as the "director") shall be the licensing authority for bicycle cab licenses.



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee (EDC)
FROM: Greg Mitchell
DATE: May 5, 2017
SUBJECT: Thames Street Property Proposals

Attached are the two proposals received for the sale of a portion of the City-owned Thames Street surface parking lot.

Please see Confidential Memo to the EDC requesting direction to staff in moving forward in this process.

Attachments:

- City RFP
- Thames Street Property – Atlantic Bayside Development LLC Proposal
- Thames Street Property – Jonathan Cohen, Manager/0 Hancock Street LLC and WEX Proposal

City of Portland, Maine
“Sale of Portion of City Owned Thames Street Property”
Request for Proposals

NOTICE AND SPECIFICATIONS

Sealed proposals for furnishing the Economic Development Department with proposals related to the “Sale of Portion of City Owned Thames Street Property,” as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:00 p.m., Thursday, May 4, 2017 at which time they will be publicly opened. Proposals shall be submitted with the attached forms, and returned in sealed envelopes plainly marked on the outside “Thames Street Proposal”, together with an electronic copy. Proposals that are late and or submitted via tele-facsimile shall not be accepted. All proposals shall be held open to acceptance for sixty days from opening.

All questions **must** be submitted in writing to the Purchasing Office. Questions may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and must be received no later than ten (10) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and cannot be relied upon by proposers. Proposers cannot have contact with any City staff with regard to this Request for Proposals unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. All proposers are advised that the property will be sold “as-is” and “where is,” in its existing condition, with no warranties to be expressed or implied. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The property will be conveyed by quitclaim deed.

INTRODUCTION

The Eastern Waterfront Master Plan (EWMP) envisioned the build-out of the area establishing a new neighborhood based on a new street grid, with over a half-million square feet of additional office, retail and residential construction to be supported by additional structured parking. The City adopted design guidelines for the Eastern Waterfront redevelopment. The sale of a portion of the City-owned Thames Street property, through this Request for Proposals, will further the EWMP.

Use of additional land, either contiguous or non-contiguous to the City property being made available through this RFP, is encouraged in order to best fulfill the development goals described in the EWMP.

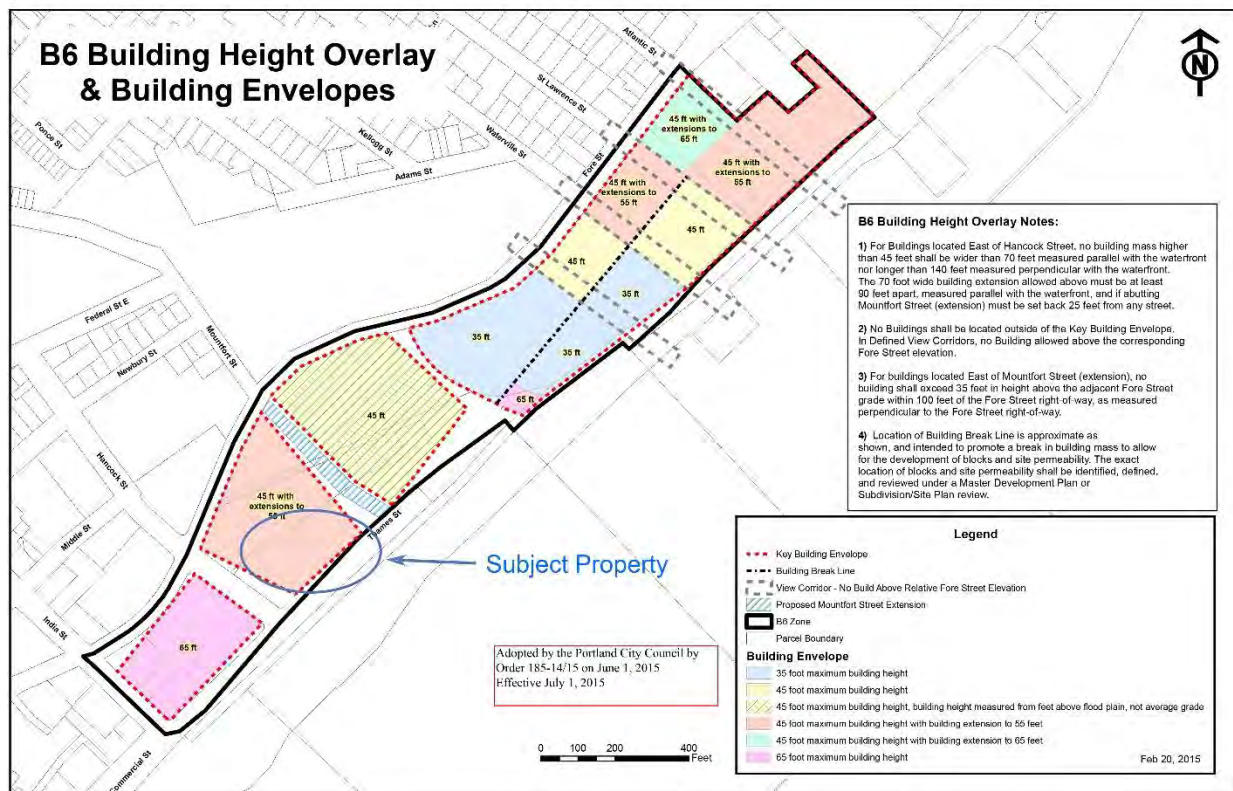
Thames Street Property Overview

The portion the City is considering selling includes approximately 48,000 square feet located along Thames Street between Hancock Street and the Proposed Mountfort Street Extension. The City is not prepared, at this time, to sell the remainder of the City Thames Street property. See attached map.

Existing Zoning Summary

This property is located in the B-6 zoning district, which permits a variety of uses, including residential, office, retail and hospitality. The zoning allows heights of 45 feet, with some allowances up to 55 feet, as regulated by the B6 Building Height Overlay and Building Envelope Map (B6 Height Overlay.) As shown on the B6 Height Overlay, there are portions of the subject parcel - at the corners of Hancock Street and the proposed Mountfort Street extension with Thames Street - that lie outside of the “Key Building Envelope” established within the Overlay. These areas are intended to preserve and create view corridors from public streets to the water. While not available for buildings, these areas may be used for landscaping, plaza space, outside dining, or other similar use.

The B6 Zone is additionally subject to Design Guidelines for the Eastern Waterfront.



<http://www.portlandmaine.gov/DocumentCenter/Home/View/6725>

Note: All respondents should investigate specific legal and zoning requirements for proposed projects prior to submission of proposal. The City's Zoning Administrator can be contacted at (207) 874-8695. The City's Planning Office can be contacted at (207) 874-8719.

SELECTION PROCESS

Proposals will be reviewed by a staff evaluation committee that will score the proposals based upon the best opportunity for negotiating the highest quality and most appropriate use of the property. The highest scoring respondents to the RFP may be selected for an on-site interview at the discretion of the evaluation committee. These firms may be re-scored after the evaluation committee has completed its interview process and reviews any additional information. The staff committee's scoring will be forwarded to the Portland City Council Economic Development Committee for its deliberation and subsequent recommendation to the City Council. Final approval for sale of City property and the negotiated public-private partnership will be with the Portland City Council.

Key Proposal Goals (3)

1. ***Private Sector Investment.*** The City desires to further the build-out of private sector investment to meet City goals as outlined in the Eastern Waterfront Master Plan, economic development efforts, and community development goals.
2. ***Parking.*** The majority of the City's Thames Street property should be utilized for development. The majority of new structured parking, located within the City's Thames Street property, if needed, shall be surrounded by active uses and screened from view. All new proposed structured parking facilities, located in the Eastern Waterfront Area (not on the Thames Street property) should be located within a reasonable walking distance from the Thames Street property. All proposals shall address City replacement parking needs and accommodate parking requirements for new proposed private investment.
3. ***Future Streets (New Connector Road and Mountfort Street Extension).*** At this time, the City is not prepared to provide commitments to design and construct Mountfort Street Extension or the New Connector Road. However, all proposals should address the need for Mountfort Street Extension and the New Connector Road as future public rights-of-way to support proposed private investment on the City property located between Hancock and Mountfort Streets. Alternative approaches to meeting the goals of permeability and accessibility across this block will be considered.

Thames Street Extension Note: The City Council approved a Purchase and Sale Agreement with CPB2 to sell a triangular shaped property to CPB2 along with an expected City commitment to invest in extending Thames Street easterly to this property.

GENERAL INFORMATION

1. **City Property Location:** Corner of Hancock and Thames Street (See attached map.)
2. **General Dimensions:** Portion site under consideration for sale includes 48,000 +/- square feet.

3. **Current use:** Unimproved municipal parking lot.
4. **Condition of the property at the time of sale:** The property is within a B-6 Eastern Waterfront Mixed Zone and is being used as a municipal parking lot.
5. **Environmental Conditions:** The City of Portland does not have any specifics with regard to environmental conditions and makes no representations or guarantees with respect to the environmental condition of the site.
6. **License Agreement with adjacent property owner Jack Rabbit, LLC (copy attached):** The City acknowledges the existing License Agreement with Jack Rabbit, LLC which needs to be addressed with the sale of City property.
7. **Road Extensions (Thames Street, New Connector Road and Possible Mountfort Street Extension):** See attached plan showing the planned extension of Thames Street, the New Connector Road and Mountfort Street Extension. At this time, the City is not prepared to provide commitments to design and construct Mountfort Street Extension or the New Connector Road. The Thames Street extension is incorporated into a City Council approved City and CPB2 P&S Agreement, while the New Connector Road and Mountfort Street Extension, or suitable alternatives, need to be designed, funded, and constructed.

PROPOSAL REQUIREMENTS

1. All proposers shall signify, by signing the attached proposal form, that the proposer has read and understands all conditions concerning the development of the land being offered, as outlined in this request for proposals, and that the proposal is made in accordance with this request.
2. Each proposal submitted must specifically outline the proposed development or re-use of this City property and indicate the intended end use(s). At a minimum, the proposal shall include:
 - **Site Concept Plan.** Concept for the proposed use of the land including end use(s);
 - **Project Timeline.** Timetable from beginning to completion of the project;
 - **Future Road Rights-of-Way.** Any future streets right-of-way needed and offer of property if applicable;
 - **Parking.** Sale of this City property will displace upwards of 150 parking spaces utilized by the City staff and others. Construction of suitable City replacement parking must be located within a reasonable walking distance in the Eastern Waterfront Area from the Thames Street property along with plans for new structured parking to accommodate new private sector investment. A parking

management plan shall be provided showing the proposed locations for all new structured parking and options, including costs, to accommodate City replacement parking needs for upwards of 150 City parking spaces. The parking management plan should address public access to parking, weekend/evening hour use of parking, and snow ban parking.

3. Each proposer must present the City with evidence of its financial ability to undertake and complete the project as outlined in its proposal.
4. Responses should include a clear demonstration the proposer's ability to complete all elements of the project as described in the proposal including a description of the development team and past experience with similar projects, project readiness and timeframe for completion as evidenced by lease commitments or the like, and financial feasibility analyses detailing a development budget, operating pro-forma's, and any other provided information.
5. 12 copies, with the original being so marked, of each proposal shall be submitted, together with an electronic version.
6. Additional data, exhibits, statements, drawings, renderings of buildings, etc., are invited to insure a total understanding and proper evaluation of each proposal by the City.

SELECTION CRITERIA (5)

1. Community Integration as Guided by the Eastern Waterfront Master Plan

As described above, development proposals should be guided by the Eastern Waterfront Master Plan, which envisioned the build-out of over a half-million square feet of additional office, retail and residential construction. The City is requiring development of new structured parking as part of this redevelopment. Any successful response to this Request for Proposals will fulfill those goals.

See web link: <http://www.portlandmaine.gov/DocumentCenter/Home/View/3391-totheEasternWaterfrontMasterPlan>

2. Public Benefit to the City

The City would like to obtain the most favorable public benefit associated with the sale of this property, and will rate proposals based upon that return. This will mean that a proposal will score higher as it ascribes the greatest value to the City-owned land and offers the greatest public benefit to the City. Those factors could include, but are not limited to:

- **Net new jobs to the City.** The City desires to attract new full-time quality (wage compensation and access to benefits) type jobs to the city. Proposals should include estimates of the numbers and types of full-time jobs associated with project private sector investment.

- **Future Mountfort Street Extension and New Connector Road Rights-of-Way.** At this time, the City is not prepared to provide commitments to design and construct Mountfort Street Extension or the New Connector Road. All proposals should address the need for Mountfort Street Extension and the New Connector Road as future public rights-of-way to support proposed private investment on the portion of City property located between Hancock and Mountfort Street Extension. Alternative approaches to meeting the goals of permeability and accessibility across this block will be considered.

3. Purchase Price

The City expects to receive Fair Market Value (“FMV”) for the property and would recognize anything less than FMV as a financial incentive to the successful developer.

4. Additional Financial Benefit to the City

Above and beyond the proposed purchase price, including but not limited to:

- **Net new property tax revenue.** Estimates for the value of new private construction should be provided with each proposal. The City will review this information to determine an estimated total municipal assessed value for the proposed project and associated property taxes.
- **Parking.** The City requires investment of additional privately owned and operated parking structures located in the Eastern Waterfront Area (preferably not on the Thames Street property) to support City replacement parking, activities at the Portland Ocean Terminal, including the Ocean Gateway, parking for island residents and to provide opportunities for continued growth of the land side of the Eastern Portland Waterfront. A parking management plan shall be provided showing the proposed locations for all new structured parking and options, including costs, to accommodate City replacement parking needs for upwards of 150 City parking spaces. The parking management plan should address public access to parking, weekend/evening hour use of parking, and snow ban parking.

5. Proposers Proven Capacity and Relevant Experience

Responses should clearly demonstrate the proposer’s ability to complete all elements of the project as described in the proposal including a description of the development team and past experience with similar projects, project readiness and timeframe for completion as evidenced by lease commitments or the like and financial feasibility analyses detailing a development budget, operating pro-forma, and any other provided information.

SCORING MATRIX

Subject to the Reservation of Rights as described herein below, the City Council Economic Development Committee will recommend to the City Council the proposal which in its judgment offers the best opportunity for negotiating the highest quality and most appropriate use of the property, even though such proposal may not contain the highest purchase price offered.

The criteria used for the rating of the Proposals by the Evaluation Committee will include:

1. Community Integration as Guided by the Eastern Waterfront Master Plan (25 Points)
2. Public Benefit to the City (25 Points)
3. Property Sale Price (20 Points)
4. Additional Financial Benefits to the City (15 Points)
5. Proposers Proven Capacity and Relevant Experience (15 Points)

RFP Evaluation and Timeframe

The following process will be used:

1. Upon closing of the Request for Proposal application period, all proposals will be reviewed for completeness.
2. All complete proposals will be reviewed under the scoring factors and preference guidelines as described herein. The proposal evaluation team may confer with the applicants and/or third parties to clarify or verify information and request additional information for the purpose of allowing the evaluation team to ask questions of the finalists and to further clarify any Proposer's written responses.
3. All proposals and scoring information will be forwarded to the City Council's Economic Development Committee for review. The Committee may hold interviews with any, all or none of the proposers. The Committee's recommendation will then be forwarded to the full City Council for its review and final action.
4. When the evaluation and review process is complete, the Economic Development Committee will select the proposal to begin negotiations toward finalizing a Purchase and Sale Agreement including all conditions of sale to recommend to the City Council for final action.

Proposers will be notified of the scoring results and all pertinent meeting review dates.

CONFIDENTIALITY

Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may be held from public inspection, as provided in Maine law: 5 MRSA Sections 13119-A.

LEGAL REQUIREMENTS

The Purchase and Sale Agreement for the sale of the property will be executed only after satisfactory review and final approval by the City Council. At closing, the City shall convey the property by quitclaim deed. There will also be covenants that restrict the re-sale of the property, requires City Council approval of any new owners within a negotiated period of time, or allows the City to repurchase the property in the case of non-performance.

RESERVATION OF RIGHTS

The City reserves the right, at its sole discretion, to reject any and all proposals for the property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any Proposer's qualifications, capability to perform, availability, past performance records and to verify that the proposer is current in its financial obligations to the City.

The City reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and to reject any and all proposals, should it be in the best in the best interest of the City to do so.

March 31, 2017

Matthew F. Fitzgerald
Purchasing Manager

Appendices

- Thames Street Property Map
- City and Jack Rabbit, LLC License Agreement

PROPOSAL FORM

("Sale of Portion of City Owned Thames Street Property" RFP #6917

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

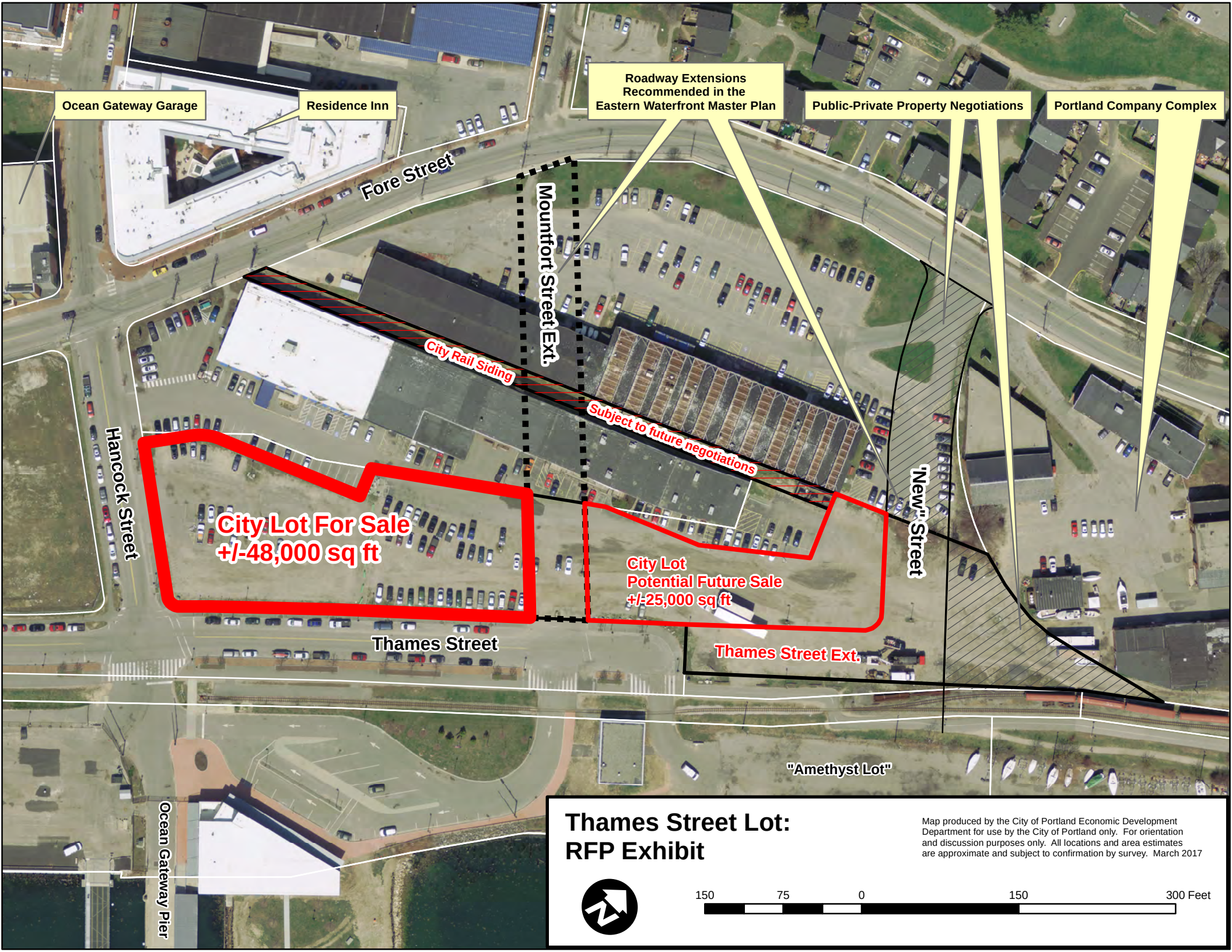
PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER: _____

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.



Ocean Gateway Garage

Residence Inn

Roadway Extensions
Recommended in the
Eastern Waterfront Master Plan

Public-Private Property Negotiations

Portland Company Complex

Fore Street

Mountfort Street Ext.

City Rail Siding

Subject to future negotiations

Hancock Street

City Lot For Sale
+/-48,000 sq ft

City Lot
Potential Future Sale
+/-25,000 sq ft

New Street

Thames Street

Thames Street Ext.

"Amethyst Lot"

Ocean Gateway Pier

Thames Street Lot: RFP Exhibit

Map produced by the City of Portland Economic Development Department for use by the City of Portland only. For orientation and discussion purposes only. All locations and area estimates are approximate and subject to confirmation by survey. March 2017



150 75 0 150 300 Feet

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is made between the **City of Portland**, a body corporate and politic located at 389 Congress Street, Portland, Maine (hereinafter the "City"), and **JACKRABBIT, LLC**, a Maine limited liability company with a mailing address of 44 Oak Street, Portland, Maine, 04101 (hereinafter "Jackrabbit").

WHEREAS, the City and Jackrabbit each own property adjacent to Jackrabbit's building located at 144 Fore Street in the City of Portland, Maine; and

WHEREAS, the City wishes to have access to a portion the Jackrabbit's above-described property (hereinafter the "Jackrabbit Property"), and Jackrabbit wishes to have access to a portion of the City's above-described property (hereinafter the "City Property") for the purposes of vehicular traffic, travel and parking as described in the Agreement;

NOW THEREFORE, the City does hereby grant to Jackrabbit, its successors and assigns in ownership of the Jackrabbit Property, a revocable license to enter upon and to use the City Property for the purpose of vehicular traffic and travel, and Jackrabbit does hereby grant to the City, its successors and assigns in ownership of the City Property a revocable license to enter upon and use the Jackrabbit Property for the purpose of vehicular traffic, travel and parking, subject to the following terms and conditions:

1. **Location.** The City Property and Jackrabbit Property are described and delineated in Exhibit A, attached hereto and incorporated herein by reference.

2. **Use of City Property by Jackrabbit.** The City Property shall be used by Jackrabbit as shown on Exhibit A attached hereto for vehicular traffic, travel and minimal parking related to Jackrabbit's ownership and Jackrabbit's and his tenants' and invitees' use of Jackrabbit's building located at 144 Fore Street, only. All of Jackrabbit's parking shall be immediately adjacent to the building located at 144 Fore Street and at either end of the building, as shown on Exhibit A attached hereto. Vehicles shall not block the flow of traffic in the shared travel lane. Any vehicles that park on City Property not in accordance with this paragraph and do not display a City hang tag or permit will be subject to ticketing, booting and towing at the City's discretion. All use of the City's Property by Jackrabbit must be in compliance with state and federal law, and local ordinance, including but not limited to local land use ordinances.

3. **Use of Jackrabbit Property by the City.** The Jackrabbit Property shall be used by the City as shown on Exhibit A attached hereto for vehicular traffic, travel and parking related to the City's activities, including but not limited to providing parking for users of the Eastern Promenade Trail after 5:00 p.m. Monday through Friday and all day on weekends and holidays. All use of the Jackrabbit Property by the City must be in compliance with state and federal law, and local ordinance, including but not limited to local land use ordinances.

4. **Signage.** Jackrabbit agrees to post signs on or around its building located at 144 Fore Street, at its own expense, indicating that parking adjacent to the building is reserved for tenants and customers of the building.

5. **Maintenance.** Jackrabbit shall be responsible for maintenance and repair,

including snow plowing and removal, of the Jackrabbit property and the shared travel lane indicated on Exhibit A. City shall be responsible for maintenance and repair, including snow plowing and removal, of the City property.

6. **No Fees.** Jackrabbit shall be liable for no fees for its use of the City Property in accordance with this License Agreement, and the City shall be liable for no fees for its use of the Jackrabbit Property in accordance with this License Agreement.

7. **Event Revenue.** Jackrabbit shall retain any revenue from parking for special events only for parking spaces located on Jackrabbit property. The City shall retain any revenue from parking for special events for parking spaces located on City property.

8. **Insurance: City.** City is self insured and any claims which are the responsibility of the City under this agreement shall be covered by said self insurance fund.

9. **Insurance: Jackrabbit.** Jackrabbit shall procure and maintain throughout the term of this License Agreement, or provide through its contractor(s), comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000) covering Jackrabbit's activities hereunder and naming the City as an additional insured thereon. In addition, Jackrabbit shall provide evidence of automobile liability insurance in said minimum amount, and workers compensation insurance in the statutory amount, if applicable. All contractors to Jackrabbit performing work under this License shall provide the City with evidence of the above insurance coverages with the City as an additional insured, and workers compensation and employers liability insurance in the statutory amounts which shall have an endorsement waiving subrogation against the City. Such contractor insurance may be in place of that required of Jackrabbit so long as it remains in effect and names the City as an additional insured.

Certificates evidencing such insurance policies shall be delivered to City and shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal.

All insurance policies hereunder shall be primary to any insurance, or self-insurance, maintained by City.

10. **Effective Date.** This License is effective as of the date of execution.

11. **Term.** This license shall have a term of ten (10) years and shall automatically continue for successive ten year periods unless the parties agree upon and establish functionally equivalent access to the Jackrabbit Property or the affected portion of it on terms similar to this Agreement as mutually agreed upon by Jackrabbit and the City. If the parties fail to agree, then on written notice from either party any dispute shall first be submitted to nonbinding mediation by a single mediator. If no mediation occurs or if no agreement is reached within 30 days thereafter, then on written notice from either party the dispute shall be submitted to arbitration, to a single arbitrator to be agreed upon within 20 days of the date on which the notice is served. If the parties cannot agree on a single arbitrator then on written notice from either part the dispute shall be submitted to a panel of three arbitrators and the notice shall specify the name and address of the person designated to act as an arbitrator on its behalf. Within 20 days after the service of such notice, the other party shall specify the name and

address of the person designated to act an arbitrator on its behalf. If the other party fails to notify the initiating party of the appointment of its arbitrator within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators so chosen shall meet within 15 days after the second arbitrator is appointed and if, by 30 days after the date of the appointment of the second arbitrator, the two arbitrators shall not agree upon a resolution of the dispute, they shall together appoint a third arbitrator. The three arbitrators shall meet and render a decision within 30 days after the date of the appointment of the third arbitrator. The decision of a majority of the arbitrators shall be final. All arbitrators appointed must be employed or active in the real estate industry, including without limitation, as managers, real estate brokers, bankers, attorneys, developers, investors or otherwise.

The party's shall share the costs of providing a functionally equivalent access equally, but if the City's proportionate share based on the original square footage of the portion of the access relocated on its land to all of the original square footage of the access from the City to Jackrabbit access is less, then it shall pay the lesser share.

12. Termination. In the event either party does not comply with the terms of this Agreement, the aggrieved party must first request the other party to cure the problem. In the event the problem is not cured within thirty (30) days, the party can terminate the Agreement upon thirty (30) days written notice.

Any notice of an Event of Default delivered pursuant section 12 of this license agreement must be sent by certified mail, return receipt requested to Jackrabbit at the address for Jackrabbit set forth above, or at such other address as Jackrabbit may provide to the City in writing from time to time. In addition following a notice sent to the City by certified mail, return receipt requested, by a party identifying itself as the holder of a mortgage on Jackrabbit's Property, the City shall concurrently send such mortgagee a copy of any notice of an Event of Default which the City sends to Jackrabbit.

Notwithstanding any other provision herein, in the event that a notice of an Event of Default is delivered to Jackrabbit pursuant to section 12 hereof, any mortgagee of Jackrabbit's Property who has identified itself to the City shall be entitled to cure such default within the time frames set forth above, and the City agrees to accept such performance by any such mortgagee of Jackrabbit's obligations hereunder.

In the event the adjacent Thames Street Lot, owned by the City, is redeveloped and the use of City Property by Jackrabbit pursuant to this Agreement presents an encumbrance to redevelopment of said lot, the City shall provide Jackrabbit and any mortgagee of Jackrabbit's Property who has identified itself to the City one (1) years notice of termination of this Agreement, provided that the City must provide functionally equivalent access to the Jackrabbit Property on terms similar to this Agreement in order for such notice of termination to be effective.

In the event the City takes by eminent domain proceedings a portion of the Jackrabbit Property necessary for a future extension of Mountfort Street, then this License shall terminate with respect to that portion of the License area necessary for such extension of Mountfort Street, and the City shall not be required to pay damages for such partial

termination or for any increased value of the portion of the Jackrabbit Property so taken attributable to this License Agreement.

12.No Interest in Land. The City shall have no authority to modify or make any changes to the Jackrabbit Property subject to this License without the prior consent of Jackrabbit, and Jackrabbit shall have no authority to modify or make any changes to the City Property subject to this License without the prior consent of the City, provided that the parties hereby consent to the changes identified in the City's minor site plan approval issued on August 16, 2010.

13. This Agreement amends and restates in its entirety a prior License Agreement between the parties dated October 14, 2010.

Dated as of January 21st, 2011

JACKRABBIT, LLC

By: [Signature]
name: Mike Marino
its Gen.

CITY OF PORTLAND

By: [Signature]
name: Joseph C. Gray, Jr.
its City Manager

STATE OF MAINE
CUMBERLAND, ss.

January 21, 2011

PERSONALLY APPEARED before me the above named Mike Marino in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

[Signature]
Notary Public/Attorney at Law
Print name: Barbara J Brewer

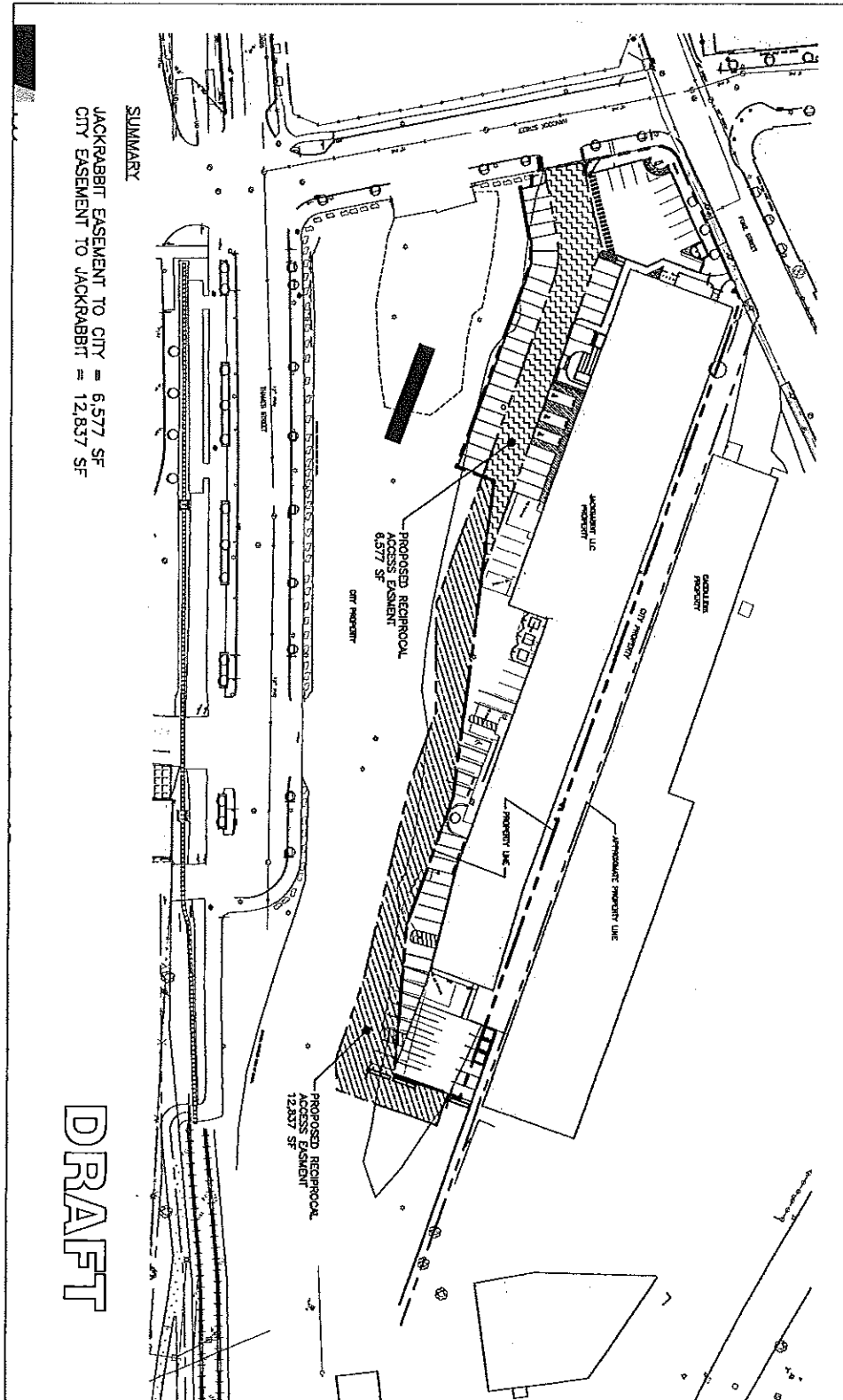
STATE OF MAINE
CUMBERLAND, ss.

January 21, 2011

PERSONALLY APPEARED before me the above named Joseph C. Gray, Jr. in his/her said capacity, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the City of Portland.

[Signature]
Notary Public/Attorney at Law
Print name:

Exhibit A



SUMMARY

JACKRABBIT EASEMENT TO CITY = 6,577 SF
CITY EASEMENT TO JACKRABBIT = 12,837 SF

DRAFT

**CITY OF PORTLAND, MAINE
RFP #6917
Sale of Portion of City-Owned Thames Street Property**

Current Date: April 7, 2017

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

Please see attached our response to questions received related to this RFP.

Receipt of **Addendum No. 1** to the City of Portland's **RFP #6917, Sale of Portion of City-Owned Thames Street Property** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE
RFP #6917
Sale of Portion of City-Owned Thames Street Property

1. Can you please identify and explain the 150 current parkers at the lot, how many are city employees and how many are not, the city affiliation/department and where in the city is there physical work location, versus daily or weekly transient parkers.

Note: Please note the following correction to the last paragraph of page #4 of the original document:

- **Parking.** Sale of this City property will displace upwards of **170** parking spaces utilized by the City staff and others. Construction of suitable City replacement parking must be located within a reasonable walking distance in the Eastern Waterfront Area from the Thames Street property along with plans for new structured parking to accommodate new private sector investment. A parking management plan shall be provided showing the proposed locations for all new structured parking and options, including costs, to accommodate City replacement parking needs for upwards of 150 City parking spaces. The parking management plan should address public access to parking, weekend/evening hour use of parking, and snow ban parking.

See below for breakout of that total:

City Employees:	
Police Department (Middle St. H.Q.)	45
DPW Island Staff (accessing Casco Bay Lines)	8
Total	53
Non-City Employees:	
Greater Port. Conv. & Visitors Bureau (Commercial Street)	10
Ready Bros. Seafood Co. (Commercial Street)	20
Bay Ferries (Commercial Street)	10
Public Parking ** (majority-patrons of Casco Bay Lines)	77
Total	117

**** Note: The Public Parking is a 24/7 operation with overnight parkers that may remain for a maximum stay of eight (8) days.**

2. Are there others docs besides the City of Portland Design Manual, Design Guidelines for the Eastern Waterfront, Master Plan for Redevelopment of the Eastern Waterfront, Snapshot: WATERFRONT – A Port City, ULI Advisory Services Panel Report – Waterfronts of Portland and South Portland Maine, from the City Web site that would help educate us?

With regard to this project, we would ask you to please provide specific questions to which city staff can answer.

**CITY OF PORTLAND, MAINE
RFP #6917
Sale of Portion of City-Owned Thames Street Property**

Current Date: May 1, 2017

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW FITZGERALD
PURCHASING MANAGER**

Please see attached our response to a question received related to this RFP. This will be the final addendum issued prior to the proposal opening this Thursday. We will not respond to any further questions.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #6917, Sale of Portion of City-Owned Thames Street Property** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

**CITY OF PORTLAND, MAINE
RFP #6917
Sale of Portion of City-Owned Thames Street Property**

Question:

Who will be responsible (the developer or the City) for the requirement as stated in the EWMP that, in addition to new structured parking, there will be "additional street parking" for "Islanders?"

Answer:

The City has a long-standing goal of balancing the needs for various types of parking, including parking for Island residents, in the eastern waterfront. Any proposals for this parcel will take into account those competing needs, as well as the other potential benefits of reuse proposals.

City of Portland, Maine

Thames Street Property Proposal



Submitted by:

Atlantic Bayside Development, LLC

50 Portland Pier, Suite 400 | Portland, ME 04021

p 207.828.1080 f 207.828.1048

email: jhanley@atlanticnationaltrust.com

SALE OF PORTION OF CITY-OWNED THAMES STREET PROPERTY

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3. Financial Ability
4. Proposer & Development Team's Ability to Complete Project

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2. Public Benefit to the City
3. Property Sale Price
4. Additional Financial Benefit
5. Proven Capacity and Relevant Experience



Section 3

Drawings

Section 4

Appendix



LETTER OF INTEREST

May 4, 2017

Matthew F. Fitzgerald, Purchasing Manager
City of Portland
Purchasing Office, Room 103
389 Congress Street
Portland, ME 04101

Re: Sale of Portion of City Owned Thames Street Property

Dear Matthew:

Atlantic Bayside Development's proposal for purchase of the Thames Street property meets all of the key proposal goals outlined in the RFP.

1. **Private Sector Development:** The construction of 165,000 sf of mixed use retail, office and residential space and construction of structured and surface parking realizes the City's significant private sector investment goal. Combining the Thames Street lot with the Marino property creates a 98,000 sf development parcel that meets the goals of the Eastern Waterfront Masterplan for the block west of Mountfort Street. This development is in the best long-term interest of the City.
2. **Parking:** Our proposal provides the 150 requested parking spaces to be leased to the City. An additional 361 parking spaces are provided in structured and surface parking on site. Additional parking as needed will be provided on leased and owned spaces off site.
3. **Future Streets:** We recognize the need for Mountfort Street and the New Connector Street for access to development in the Eastern Waterfront. Our proposal preserves the option for the City to purchase the Mountfort Street proposed ROW from Marino. Our plan also meets the City's goal for pedestrian mid-block permeability. We are prepared to sell (or trade) to the City the Marino property east of Mountfort. This could create added value to the small, unbuildable City parcel and affords the City the opportunity to consolidate the entire block east of an extended Mountfort Street, fully realizing the vision of the Eastern Waterfront Masterplan.

This proposal provides the maximum available benefit to the City from the sale of the Thames lot. Any other proposer will be limited to constructing a building no larger than 110,000 s.f. on the Thames parcel alone. Sale to another entity will ensure that Marino's Fore Street property will be only minimally improved and will not realize its full potential value. Its continued presence will also diminish the future value of adjacent properties. Any opportunity to extend Mountfort Street or realize the development goals of the Eastern Waterfront Masterplan will be lost.

We look forward to the opportunity to discuss the benefits of this proposal and are confident that it will prove to be the best value to the City and the future of the Eastern Waterfront.

Sincerely,



James Hanley, CEO

Atlantic Bayside Development, LLC
50 Portland Pier, Suite 400
Portland, ME 04021
p 207.828.1080 f 207.828.1048 email: jhanley@atlanticnationaltrust.com

SECTION ONE

PROPOSAL REQUIREMENTS



1. PROPOSAL REQUIREMENTS

Proposal Form

Our completed and signed proposal form, including our acknowledgment of having received Addenda 1 and 2, is provided at the end of this section.

Introduction

Atlantic Bayside Development, LLC (“Atlantic”) and Jackrabbit, LLC owned by Mike Marino (“Marino”) have entered into a joint development agreement. The partnership will acquire the Thames Street property and combine it with Marino’s property located at 144 Fore Street, creating a larger and more developable block on the west side of the future Mountfort Street Extension. Over a five year period, Atlantic will develop two mixed use (office, residential and retail) buildings with approximately 165,000 square feet, and a 382-space parking garage. This proposal is in the best interest of the City because it best supports the vision of the Eastern Waterfront Master Plan (EWMP).

Atlantic will immediately commence the City’s Site Plan Review process with Staff and the Planning Board for approval of a 92,000 square foot office building on the Thames Street lot. The Marino property will be modified in the short term, leaving the Veterans’ Administration and SMRT, Inc.; demolishing the middle portion of the existing building, and creating approximately 210 surface parking spaces on site. The parking will be made available to the office users during the day, and then the general public during nights and weekends.

Over the next five years, Atlantic will submit plans to the City for another 62,000 square foot office building with retail on the first floor, commercial office and residential floors above, and a 382-space parking garage. Ultimately, new two-story residential units over ground-level parking will be constructed in the area east of Mountfort Street. The residences will be fronted by improved open green space along the anticipated Thames Street extension, complementing the soon-to-be-built Amythest Lot waterfront park. The final product will be the multi-use design with inter-block connectivity that the city envisions in the EWMP (see drawing #1).

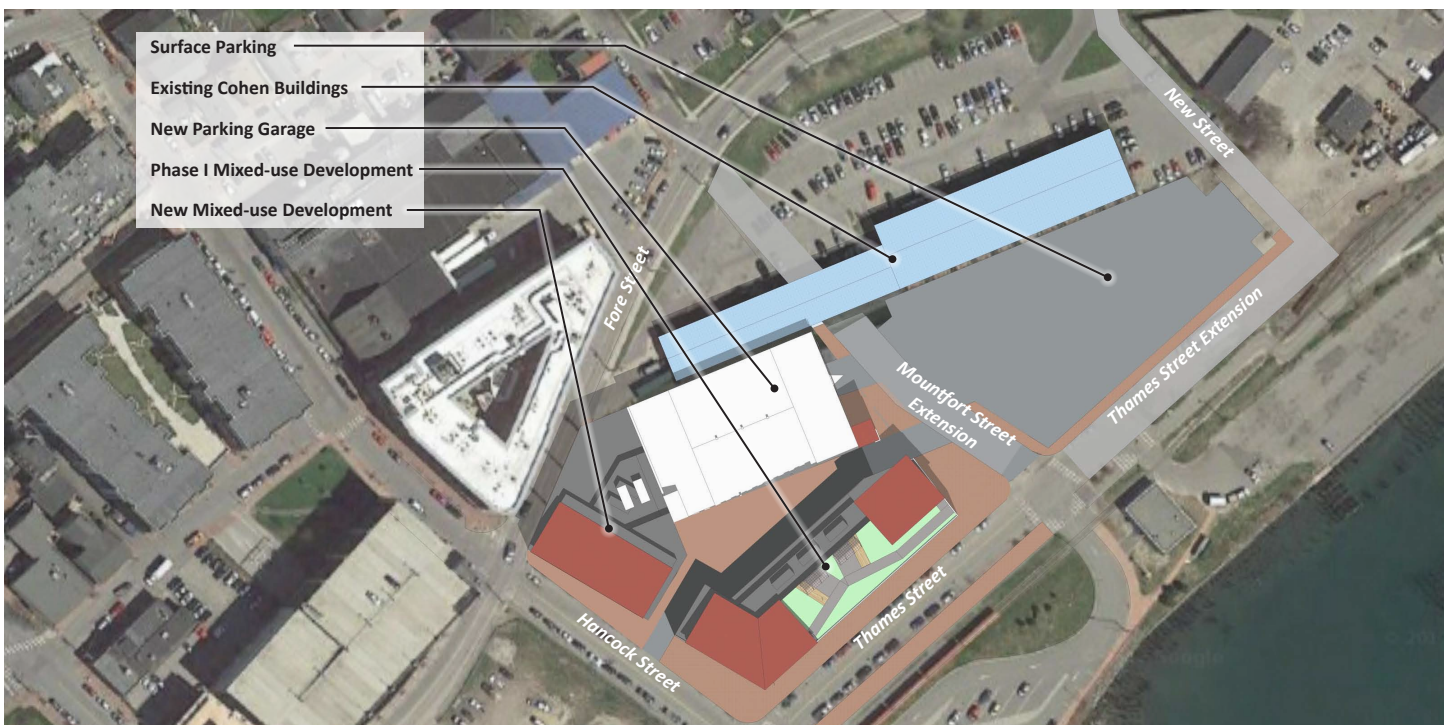
Outline of Proposed Development of Property

a. Site Concept Plan

The Thames lot will be combined with the existing property owned by Mike Marino at 144 Fore Street (“144 Fore” or “Marino Property”) and a portion of the City-owned Railroad siding (“Railroad Siding”; which we are additionally proposing to purchase) to create a 2.25 +/- acre developable parcel running from Fore Street to Thames Street (see site concept plan drawing #2). This large-block development configuration conforms to the EWMP vision for the block west of the proposed Mountfort Street extension. The proposed development provides 153,000 +/- square feet of multi-use space including retail, commercial and residential uses in two adjacent 4-story buildings. A mid-block walkway, paralleling Thames Street in the character of Wharf Street farther to the west, will provide desirable pedestrian permeability. Structured and surface parking provide a total of 511 parking spaces. The development would be undertaken over a period of four to seven years, commencing with the building of a 92,000 square foot combined office and retail building on the Thames Street parcel as soon as a tenant is secured. Finding a tenant will not be hard given the heightened interest in development of the City’s eastern waterfront.



Drawing #1 - View Looking West



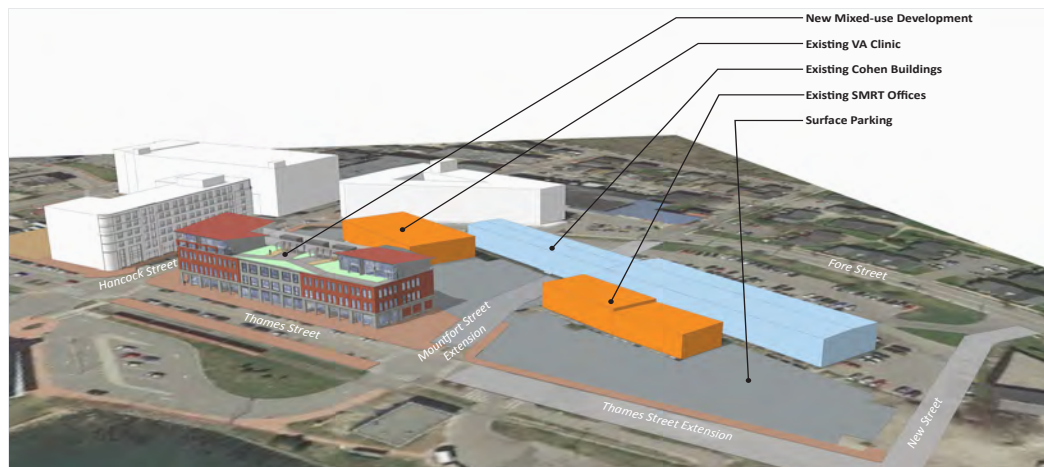
Drawing #2 - Phase II Development Site Concept Plan

1. PROPOSAL REQUIREMENTS (CONT'D)

1. Phase I (see drawing #3)

- 3 floors of retail and commercial office: 80,000 sf
- 1 floor of 6 residential units: 12,000 sf
- Surface parking 111 cars
- Additional surface parking on combined Marino and City land east of Mountfort for 99 cars (City land to be leased and improved by the developer).

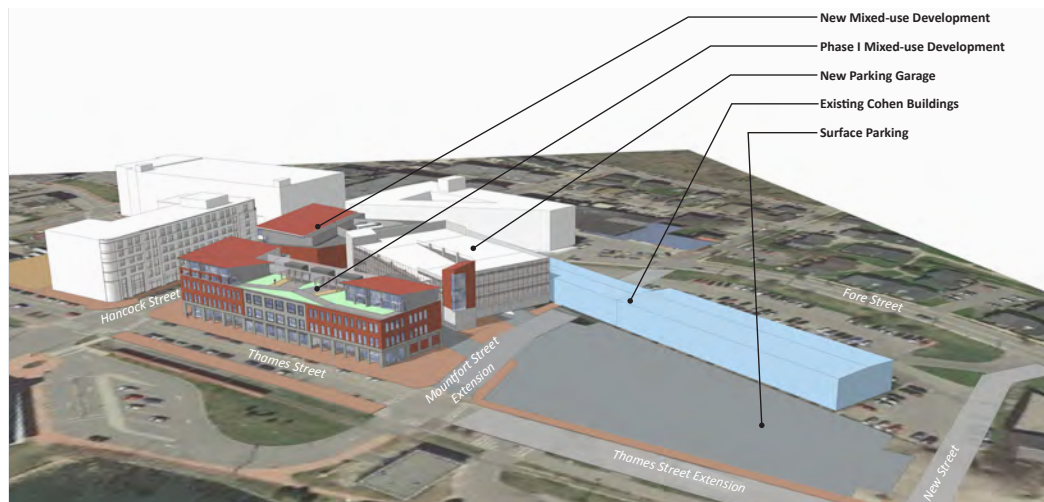
Phase I construction respects existing VA and SMRT leases while demolishing the remainder of 144 Fore Street to provide surface parking.



Drawing #3 - Phase I Development

2. Phase II: Add Building 2 and structured parking (see drawing #4)

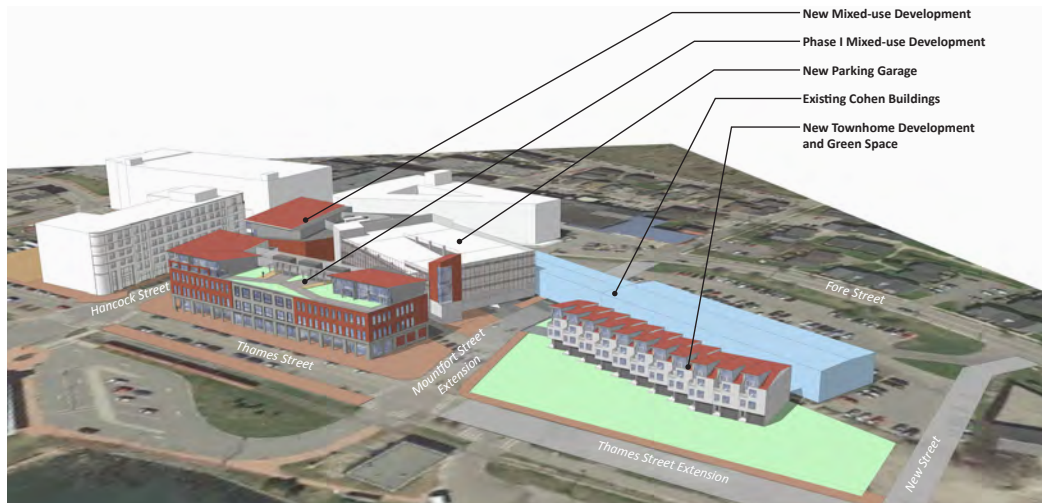
- 3 floors of retail and commercial office: 53,000 sf
- 1 floor of 4 residential units: 8500sf
- Structured parking: 382 cars
- Surface parking : 129 cars (combined Marino and leased City property)



Drawing #4 - Phase II Development

3. Phase II Alternate 1: Add Residential Townhomes (see drawing #5)

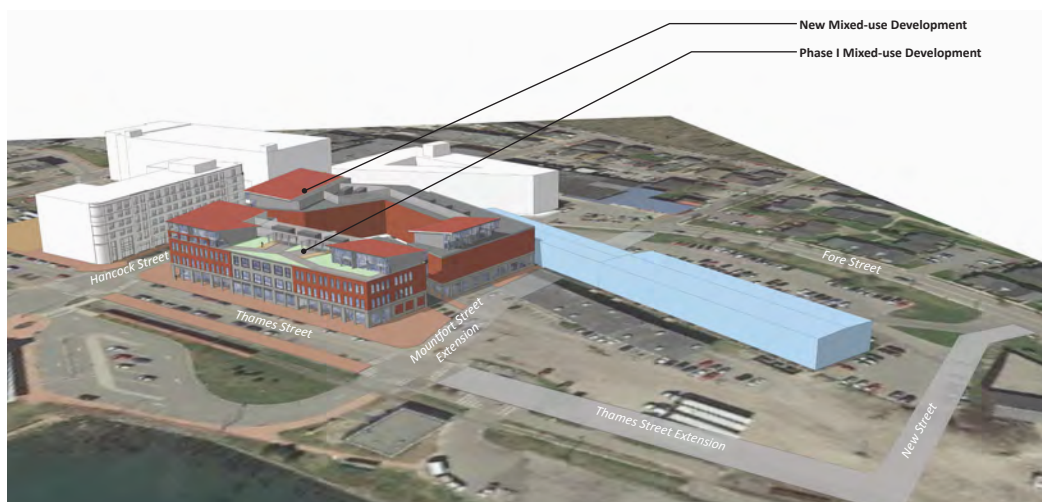
- 11 townhomes on a podium over surface parking (in lieu of surface parking in Phase II)
- Green space on City Thames lot east of Mountfort



Drawing #5 - Phase II Alternate 1 (Townhouses)

4. Phase II Alternate 2: Alternate Building 2 (see drawing #6)

- 3 floors of retail and commercial office space: 88,000 sf
- 1 floor of 6 residential units: 13,000 sf
- All parking to be located in adjacent (understood to be currently planned) structured parking



Drawing #6 - Phase II Alternate 2 (Full Block Development)

1. PROPOSAL REQUIREMENTS (CONT'D)

b. Project Timeline

1. Phase I – Development initiated at real estate closing

- Design and Permitting - 9 months
- Construction - 14 months
- Elapsed time to occupancy - 23 months

2. Phase II – Initiated 9 months prior to VA lease expiration: April 2021

- Design and Permitting - 9 months
- Construction - 16 months
- Occupancy - May 2023

c. Future Roads and Rights-of-Way

We recognize the importance of Mountfort Street and the new connector road to the development of the adjacent blocks as well as the new development at 58 Fore Street. To assist with this City goal, Marino will offer the Mountfort Street proposed right-of-way and his other property east of the proposed Thames Street development for City purchase (see drawing #7). This will enhance the value of the adjacent small City parcel for future development as well as open the opportunity to consolidate the entire block east of Mountfort as envisioned in the Eastern Waterfront masterplan.

d. Parking

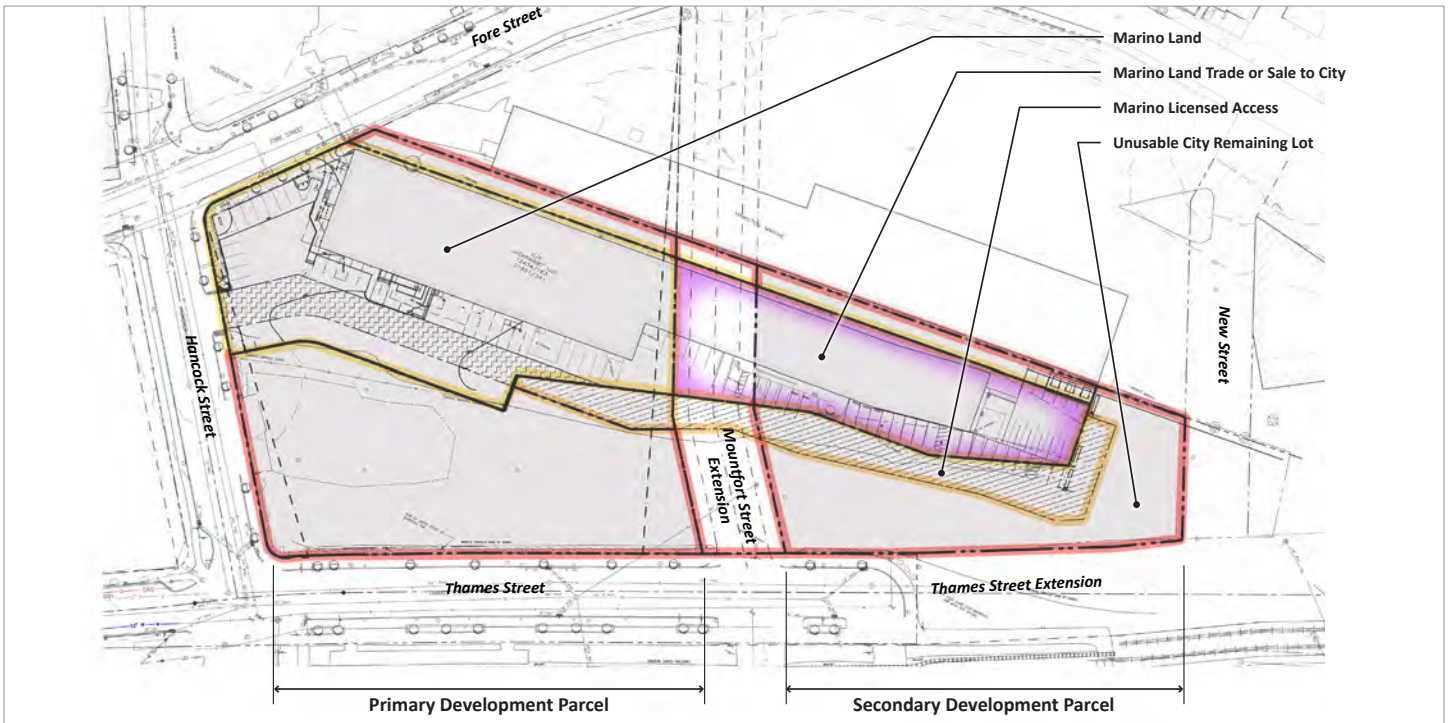
Phase I – Parking Management Plan

Phase I will have 210 surface parking spaces on the Thames Street lot and adjacent property owned by Marino and the City. This will provide a parking ratio of approximately 2.0 per thousand for the new office, existing VA, and existing SMRT office. It is envisioned that the City will lease the lot east of Mountfort to Atlantic for market rent until the garage is constructed. It should be noted that from a parking shared-use standpoint, the majority of the 210 surface spaces, less those for residential units, will be available for public use during nights and weekends. Atlantic would make these parking spaces available to the public on nights and weekends at market rates. In addition, transient parking for multi-day users will be accommodated as actual parking demand will allow. Some monthly parking will be available during weekdays and will be managed based on actual development parking demand.

The parking lot will be managed with a windshield or license plate credential for office and VA parkers and a pay-and-display system for transient parkers. In addition, it is usual to consider on-street parking that will be included with the development. We estimate that the 16 on-street spaces along the Thames Street frontage and 6 or more new spaces made possible along the Hancock Street frontage will provide additional flexibility in meeting public parking needs.

To the extent necessary, additional parking during the daytime will be managed through lease agreements with existing surface parking lots and parking garages in the area.

Further, Atlantic owns and controls another parking garage (84 Marginal Way) and surface lot (26 Marginal Way) on the Peninsula. Atlantic could make 54 spaces available to the City at 84 Marginal Way on a 24/7 basis at market rates (see map on adjacent page). Further, Atlantic could make up to 200 spaces available to the general public at 26 Marginal Way on nights, weekends and holidays.



Drawing #7 - Proposal Property Configuration



Marginal Way Parking Locations

1. PROPOSAL REQUIREMENTS (CONT'D)

Phase II – Parking Management Plan

Phase II will include a 382 space self-park parking garage. This garage would provide a parking ratio of approximately 2.3 spaces per thousand for the office users. Given the mix of retail, office and residential use, we believe this parking ratio will be adequate. This adequacy is based on parking shared-use principals. The retail parking demand will likely peak during nights and weekends. Daytime retail parking demand will be captive to the neighborhood. The parking structure will be managed by a parking operator. The facility will be serviced by an automated/ gated Parking Access and Revenue Control System (PARCS). The PARCS will allow for use by the development office, retail and residential users as well as general public use primarily on nights and weekends. In addition, available on-street parking in this Phase will total 34 spaces along adjacent sides of Hancock Street and Thames Streets as described above; and the extension of Thames and a new street connecting Thames and Fore, both of which are anticipated to be constructed in conjunction with the new 58 Fore Street development.. It is also possible that the Mountfort Street extension may provide additional on-street spaces. This would be dependent on the long-term disposition of the Hamilton Marine Building.

It is also assumed that there will be additional structured parking in the immediate vicinity by this time that would be able to meet the parking demands. Further, additional parking could be accommodated if the City amended the height requirements to provide for more levels of structured parking. Atlantic would make all of these additional parking spaces available to the public on nights and weekends at market rates. In addition, a plan will be developed to accommodate neighborhood on-street parking during “snow ban” periods.

Use	Parking Required	Parking Supplied	Comments
Phase I	341		New building + VA Clinic + SMRT
City parking	150		
Surface parking on-site		210	Developer + city-leased land
Parking off-site		281	Obtain spaces from available area resources
Total	491	491	
Phase I & II	457		Phase I and Phase II new buildings
City parking	150		
New parking garage		382	
Surface parking on-site		129	Developer + city-leased land
Parking off-site		96	Obtain spaces from available area resources
Total	607	607	
Phase I and Phase II Alternate	479		Phase I and Phase II new buildings + new townhomes
City parking	150		
New parking garage		382	
Surface parking on-site		22	'Park under' townhomes
Surface parking off-site		225	Obtain spaces from available area resources
Total	629	629	

Notes:

1. New development parking demand based on city ordinance requirements
2. Developer-controlled off-site parking resource includes 54 spaces available 24/7 and 200 spaces available nights and weekends



1. PROPOSAL REQUIREMENTS (CONT'D)

Financial Ability

Atlantic would develop the combined 144 Fore Street and Thames Street property. Marino would contribute 144 Fore Street free and clear of any debt. The Atlantic Group would use cash to acquire the land. As such, the development partnership would have assembled all of the land with no debt. Atlantic would provide the additional equity to fund the development. Further, Atlantic has long standing, substantial banking relationships with 3 local banking institutions, all of whom have expressed interest in being part of this development. Atlantic is prepared to meet confidentially with City staff to discuss its financial capacity in further detail.

Clear Demonstration of Proposer and Development Team's Ability to Complete Project

Both Marino and Atlantic have significant development experience and a proven track record. Mike Marino has been a small business owner and real estate investor in Portland for over 40 years. In addition to 144 Fore Street, Mike Marino has developed, owned and managed over 40,000 square feet of retail in the heart of Freeport's shopping district. Atlantic has developed and owned over 1 million square feet of commercial office, retail, and warehouse properties throughout the United States. In Portland, the Atlantic Group was the catalyst for growth in the Marginal Way corridor starting with the AAA building in 2002. Atlantic went on to develop 63 Marginal Way (the Gorham Savings Bank building) and the InterMed Buildings in 2006 and 2008, respectively (see images adjacent to this page). As such, Atlantic has a demonstrated track record of success and a commitment to being a member of the Portland community.

A financial feasibility analysis is available upon request.

Additional members of the development team include SMRT Architects and Engineers, PC Construction and Walker Parking. The team has proven experience working together, with SMRT Architects and Engineers having worked with PC Construction for more than 2 decades and with Walker for more than 3 decades.

- **SMRT Architects and Engineers:** SMRT has been working with Mike Marino on options for development of this site for many years. They have significant experience with the design of major projects in Maine including Mercy Hospital Fore River, Fore Street Office Building, the Gulf of Maine Research Institute, MaineGeneral Medical Center Alford Center for Health, Long Creek Office Buildings, the redevelopment of Pineland Campus and 4 large correctional facilities for Maine Department of Corrections. They are currently working on a \$61 million, 354,000 s.f. office project for L.L. Bean. SMRT employs a staff of more than 100 professionals.
- **PC Construction:** PC Construction has built or rehabilitated some of Greater Portland's and Southern Maine's most iconic facilities including the Portland Museum of Art, Canal Plaza Towers, InterMed building, Martin's Point Portland campus, IDEXX Synergy Center, LL Bean campus, Pineland campus and Bath Iron Works outfitting halls. Their full-service Portland office, which employs more than 50 construction professionals, is capable of undertaking and successfully executing the Thames Street Property project. Their in-house estimating services (including mechanical, electrical and plumbing estimating) will inform this project.
- **Walker Parking Consultants:** Founded in 1965, Walker pioneered the field of parking consulting. They bring to your project the expertise of more than 280 employees from 16 domestic offices and 2 in the United Arab Emirates. Their expertise in parking design, parking consulting and master planning informs this project. Walker's local experience includes the Casco Bay Ferry Terminal garage, the University of Southern Maine garage, Auburn Municipal garage, Unum parking structure, as well as parking consulting and cost estimating for Colby College, Eastern Maine Medical Center and Maine Maritime Academy.

A brief summary of our team's relevant experience is provided in the Appendix.



PROPOSAL FORM

("Sale of Portion of City Owned Thames Street Property" RFP #6917

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: 1

COMPANY NAME: Atlantic Bayside Development, LLC

AUTHORIZED SIGNATURE: 

DATE: 5/4/17

PRINT NAME & TITLE: Jim Hanley, CEO

ADDRESS: 50 Portland Pier, Suite 400, Portland, ME 04021

E-MAIL ADDRESS: jhanley@atlanticnationaltrust.com

PHONE NUMBER: 207 828-1080 FAX NUMBER: 207 828-1048

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
Partnership

STATE OF INCORPORATION, IF APPLICABLE: Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 20-3071259

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

SECTION TWO

SELECTION CRITERIA



2. SELECTION CRITERIA

Community Integration as Guided by the Eastern Waterfront Master Plan (25 points)

The EWMP envisioned the consolidation of the City, Marino and Farley (now Cohen) properties to create two development blocks separated by an extension of Mountfort Street. Our proposal largely accomplishes this goal for the block west of Mountfort and leaves open the future opportunity to consolidate properties to the east if parties are willing. We would entertain selling to the City the Marino portion of the Mountfort ROW and the Marino property east of Mountfort (see drawing #7). This would fulfill the goal of the EWMP for two developable parcels as recommended by the EWMP Committee. This is noted and illustrated on Drawing 3 of the EWMP (see appendix). “The committee recommends this multi-pronged and integrated approach to development.” Developing the City only parcel as outlined in the current RFP was deemed by the committee on Drawing 4 (see appendix) to be a “fallback option.” **Our proposal is the only proposal that can further this vision of the EWMP. All other proposals will negate the extension of Mountfort Street and divide the area into disparate unrelated parcels for the foreseeable future.** Only 110,000 sf can be developed on the Thames parcel alone, as compared to 165,000 s.f. total buildout in our proposal. Additionally it severely limits the potential for the small City-owned parcel to the east (see drawing #8). Drawing #9 illustrates the potential to realize the EWMP, made possible by the sale/swap of the Marino property to the City.

This proposal further complies with the “Statement of Principles for Redevelopment of the Eastern Waterfront” adopted 6/11/01 as follows:

Character and Impact of Development – Our proposal meets these objectives by:

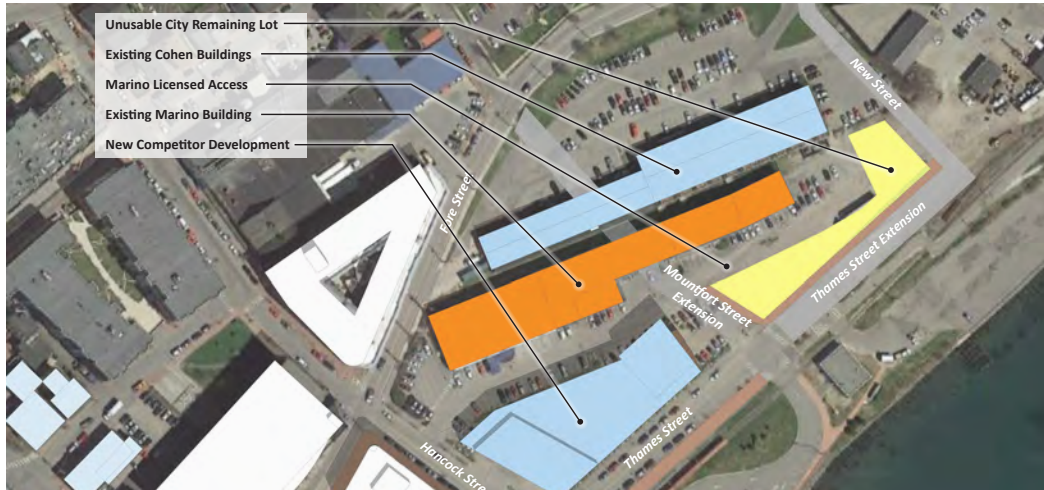
- Providing additional structured parking close by the island ferry terminal.
- Creating contemporary architecture that is compatible with the adjacent historic Old Port and more recent new construction in the India Street neighborhood. The architecture will create an aesthetic bridge between these neighborhoods and the future 58 Fore St development (see drawing #1).
- Providing for a new Mountfort Street and establishing a new pedestrian mid-block connection to the east and west.
- Preserving View corridors on both Hancock Street and Mountfort Street.
- Designing the building to sustainable principles and minimizing impact on the adjacent community.
- Enhancing the visual experience from the Eastern Waterfront trail by eliminating an unsightly parking lot and screening the mid-block structured parking from view.

Mixed Use – Our proposal meets these objectives by:

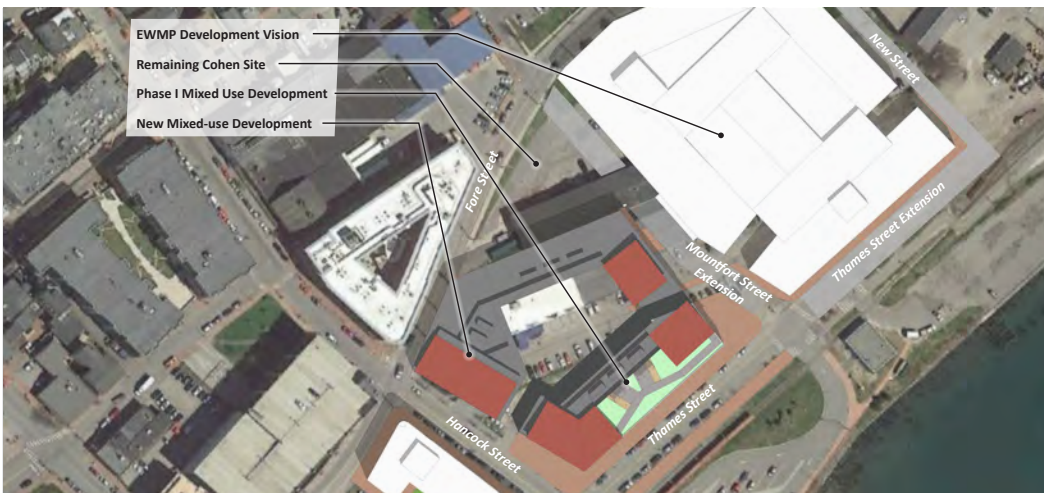
- Creating a mixed-use development that will activate a vital urban area with retail and restaurant uses at street level on Thames Street and Hancock Street. Commercial office space will provide active daytime use and evening activity will be enlivened by the residential use and adjacent hotel patrons.
- Increasing public use of the waterfront by the proximity of office work force and new residences.

Economically Responsible Development – Our proposal meets these objectives by:

- Providing enhanced economic return to the City by increasing tax valuations of the subject property as well as surrounding properties.
- Benefitting residents of Portland through improved parking and contribution of tax revenue.
- Improving first impressions of the area for tourists arriving by ferry and cruise ships thereby promoting increased tourism.



Drawing #8 - Competitor Development



Drawing #9 - Phase II Alternate 2 Development



Drawing #1 - View Looking West

2. SELECTION CRITERIA (CONT'D)

Public Benefit to the City (25 points)

The Atlantic proposal is the only plan that can accomplish the Eastern Waterfront Master Plan. Specifically, the Atlantic proposal combines the Marino property and the Thames Street Property into one large development block with future connectivity for Mountfort Street. This development also envisions a 382 stall parking garage shielded from surrounding view by new buildings. The new development will be a catalyst for future growth on the Hamilton Marine property and the 58 Fore Street project.

In the alternative, a sale of the Thames Street property to a third party would leave Marino no alternative but to renovate 144 Fore Street and collect a reasonable rate of return on its existing structure. Stated otherwise, if Marino loses the RFP, his highest and best use is to continue to own and operate the existing real estate. This will leave the Eastern Waterfront a jumbled mix of individual parcels without a cohesive development plan (see drawing #7).

a. Net New Jobs to the City:

Atlantic is aware of several large companies located outside of the City of Portland that would be attracted to this high visibility waterfront location. Given the current lack of availability of large plate commercial office space in Greater Portland, there will be no problem with attracting net new jobs to the city. Phase 1 of the project will accommodate approximately 200 new office workers. It is reasonable to assume that a significant portion of new tenants will be relocating from outside the City. We believe that 100 net new jobs is achievable in Phase 1 alone.

b. Future Mountfort Street Extension and New Connector Road Rights of Way:

See Section 3.c. – Future Roads and Rights-of-Way.

Property Sale Price (20 Points)

Atlantic is prepared to pay \$3.1 million for the Thames Street property. Atlantic is prepared to fund an escrow account with \$3.1 million in cash and close with the city within 3 days of the award of the RFP with no contingencies.

Additional Financial Benefits to the City (15 points)

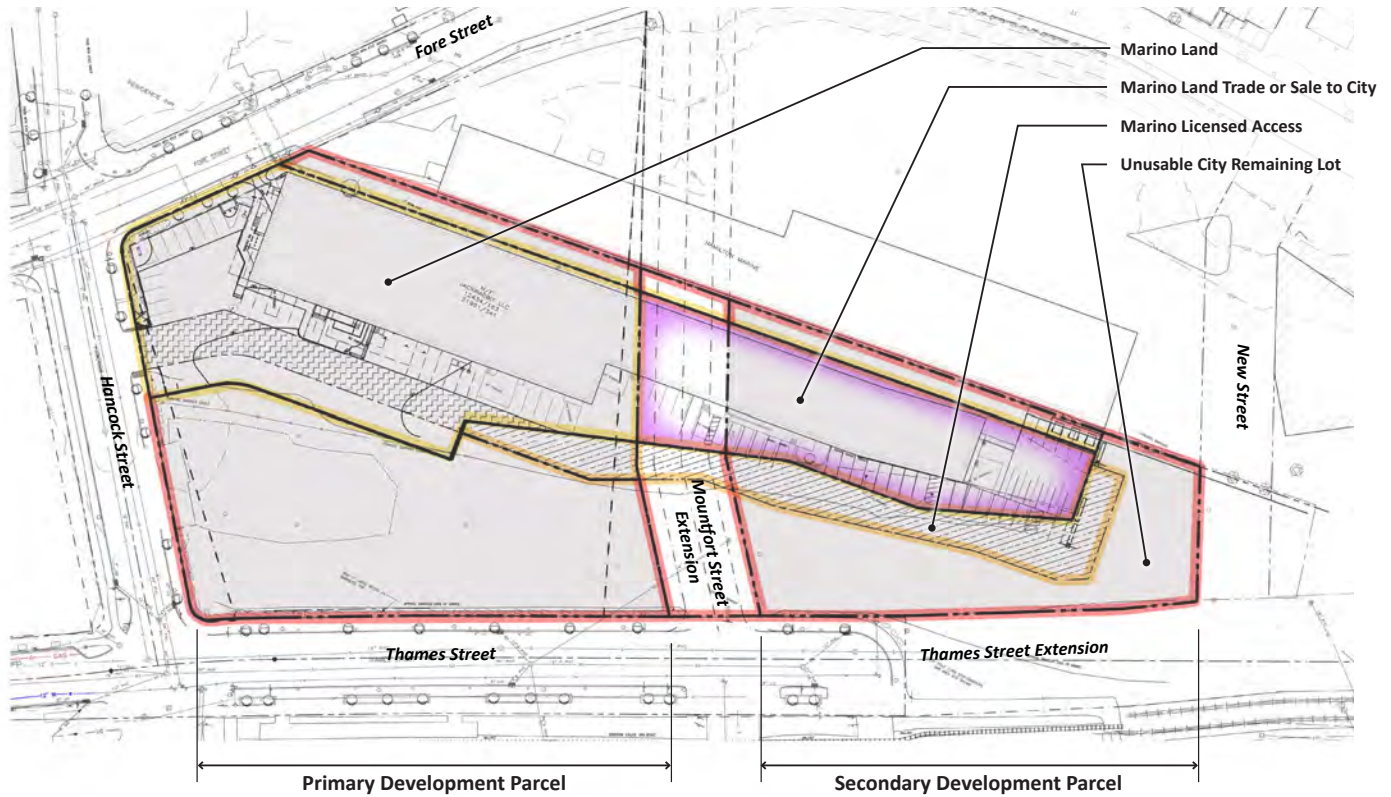
a. Net Property Tax Revenue:

The proposed development will include a total of 165,000 +/- square feet and a 382 space parking garage with potential for 11 new townhomes. The combined cost will range from \$50,000 to \$75 million, generating approximately between \$1 million and \$1.5 million a year in property taxes. Further, this is the only proposal that is consistent with the Eastern Waterfront Master Plan, which all parties agree is the highest and best use of the Eastern Waterfront, and thus will provide for the optimal long term commercial development for the City.

In addition, the combination of the Marino and Thames Street lot ensures the viability of the City's lot east of Mountfort. As noted above, if the Thames Street property is sold to another developer, then Marino's highest and best use is to renovate his existing structure. This would preclude combining Marino's property and the City land east of Mountfort Street, which essentially makes the City's land useless for future development. For this reason the City is being somewhat short sighted in selling only its land west of Mountfort.

b. Parking:

See parking plan in Tab 1 Proposal Requirements Section 3.d. Parking.



Atlantic Bayside Development, LLC
 Thames Lot Proposal
 City of Portland RFP# 6917

Drawing No. 7: Site Plan
Proposal Property Configuration

ARCHITECTURE | ENGINEERING | PLANNING | INTERIORS | ENERGY | smrtinc.com



2. SELECTION CRITERIA (CONT'D)

Proposers Proven Capacity and Relevant Experience

As previously highlighted, both Marino and Atlantic have significant development experience and a proven track record. Mike Marino has been a small business owner and real estate investor in Portland for over 40 years. In addition to 144 Fore Street, Mike Marino has developed owned and managed over 40,000 square feet of retail in the heart of Freeport's shopping district. Atlantic has developed and owned over 1 million square feet of commercial office, retail, and warehouse properties throughout the United States, including many Portland properties.



SECTION THREE

DRAWINGS



3. DRAWINGS

This section includes the following drawings referenced in Tabs 1 and 2 of our submission:

Drawing #1 - View Looking West

Drawing #2 - Phase II Development Site Concept Plan

Drawing #3 - Phase I Development

Drawing #4 - Phase II Development

Drawing #5 - Phase II Alternate 1 (Townhouses)

Drawing #6 - Phase II Alternate 2 (Full Block Development)

Drawing #7 - Proposal Property Configuration

Drawing #8 - Competitor Development

Drawing #9 - Phase II Alternate 2 Development



Atlantic Bayside Development, LLC
Thames Lot Proposal
City of Portland RFP# 6917

Drawing No. 1: Site Concept
View Looking West

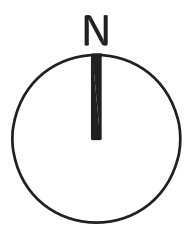
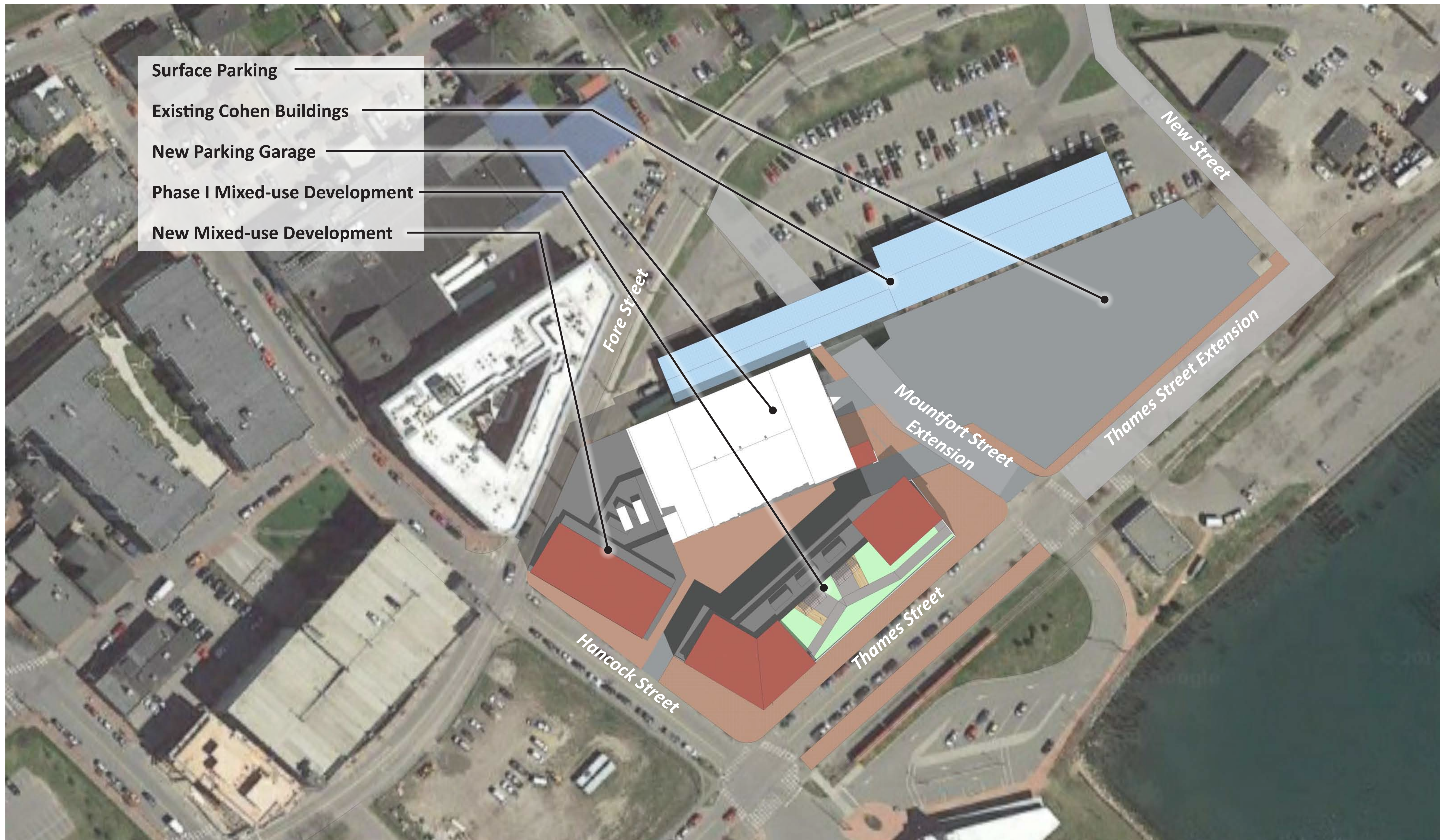
ARCHITECTURE | ENGINEERING | PLANNING | INFRASTRUCTURE | ENERGY | ENVIRONMENTAL

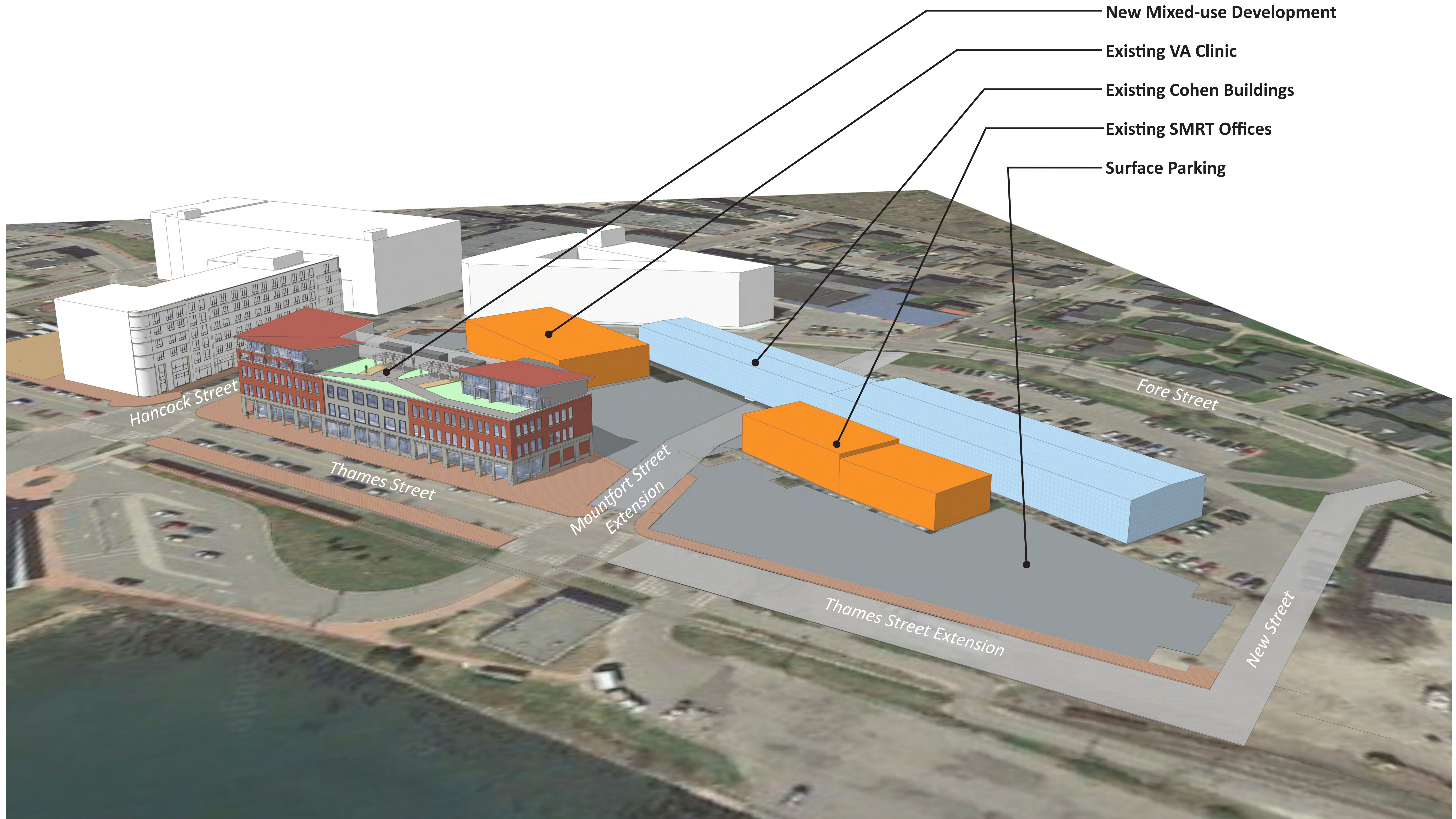


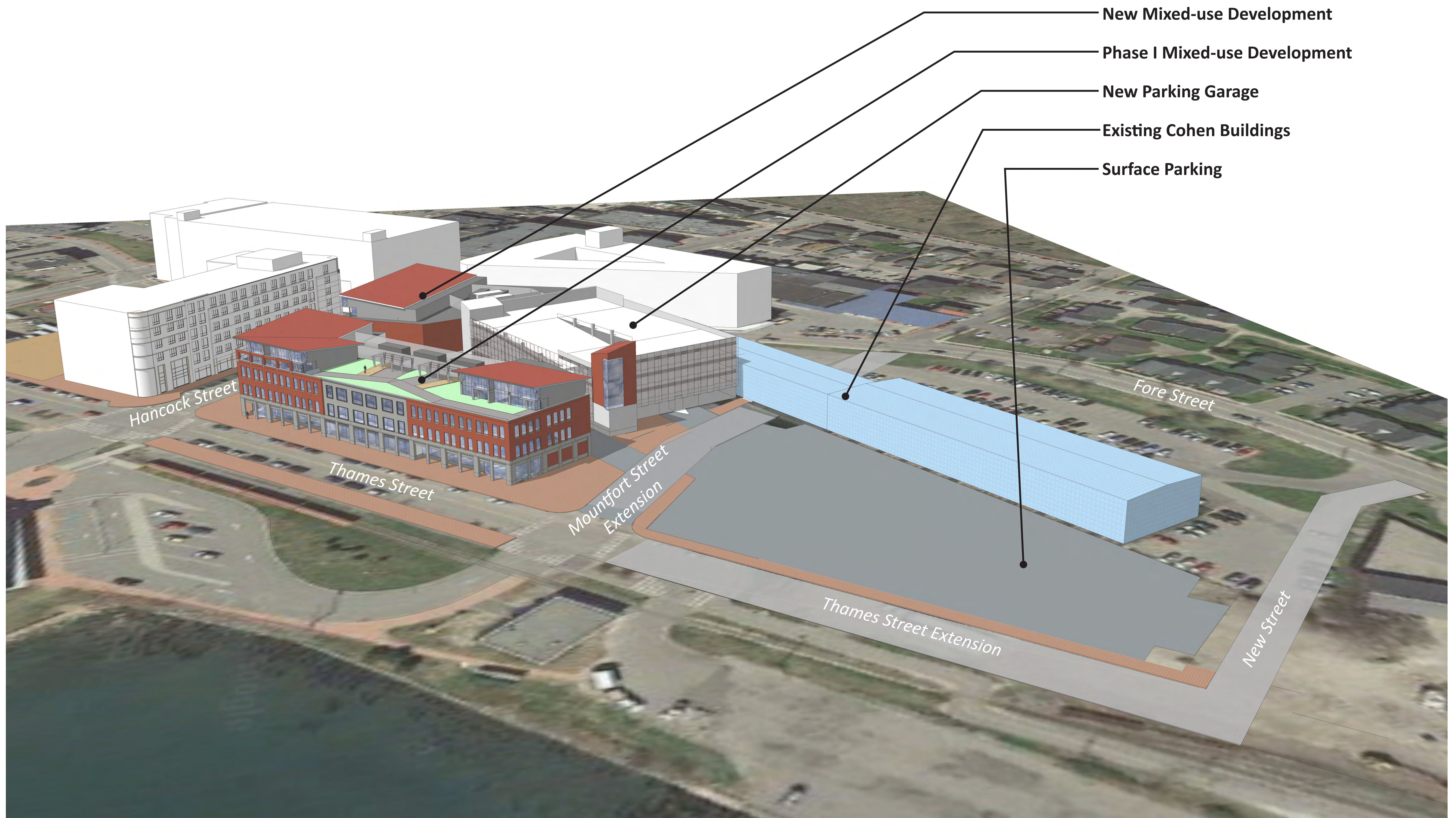

Atlantic Bayside Development, LLC

Thames Lot Proposal
City of Portland RFP# 6917

Drawing No. 1: Site Concept View Looking West



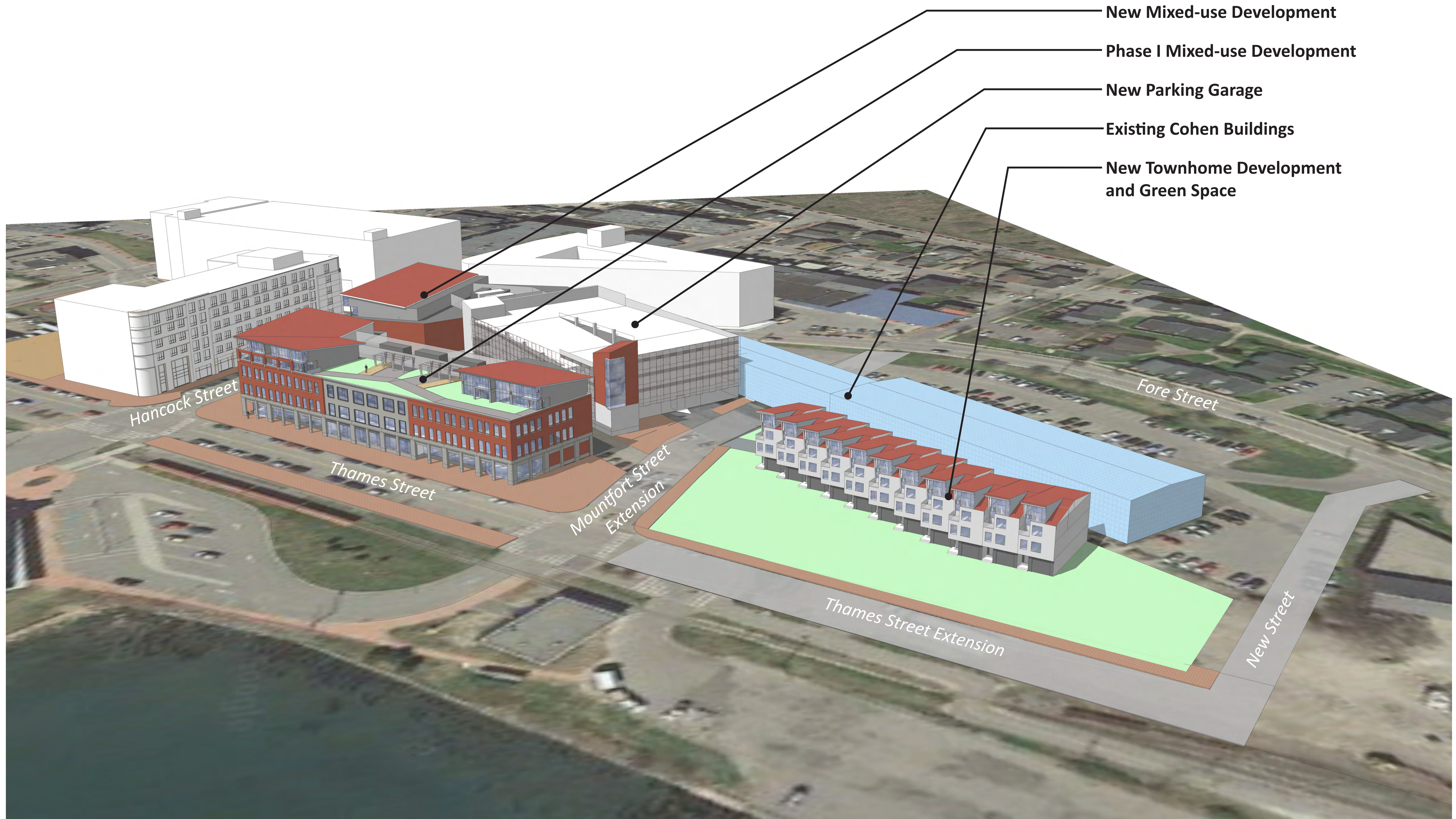




Atlantic Bayside Development, LLC

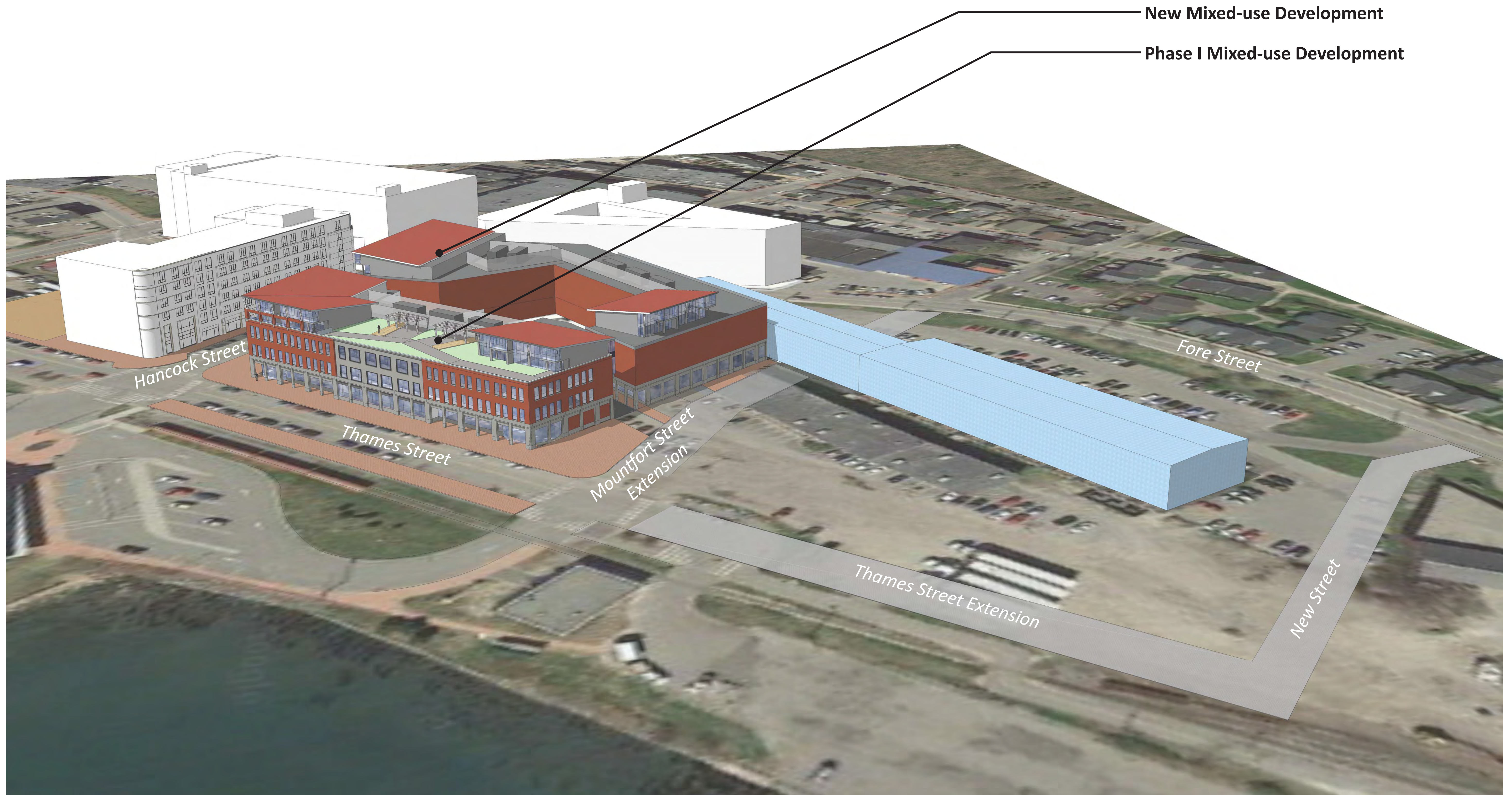
Thames Lot Proposal
City of Portland RFP# 6917

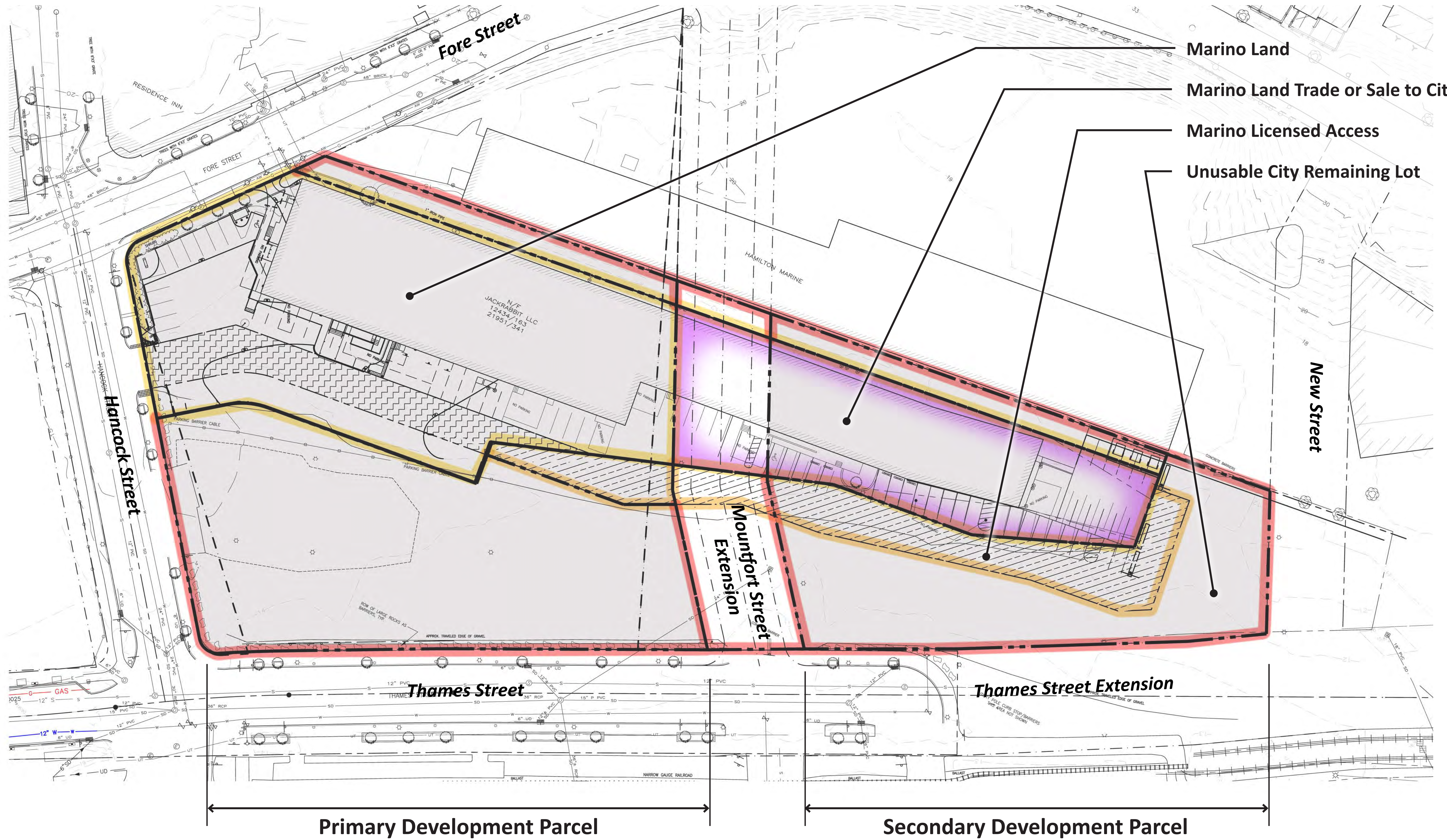
Drawing No. 4: Site Concept View Phase II Development



Atlantic Bayside Development, LLC
 Thames Lot Proposal
 City of Portland RFP# 6917

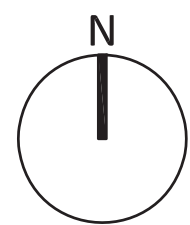
Drawing No. 5: Site Concept View
Phase II Development - Alternate 1





Atlantic Bayside Development, LLC
 Thames Lot Proposal
 City of Portland RFP# 6917

Drawing No. 7: Site Plan
Proposal Property Configuration

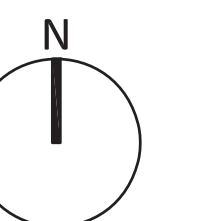


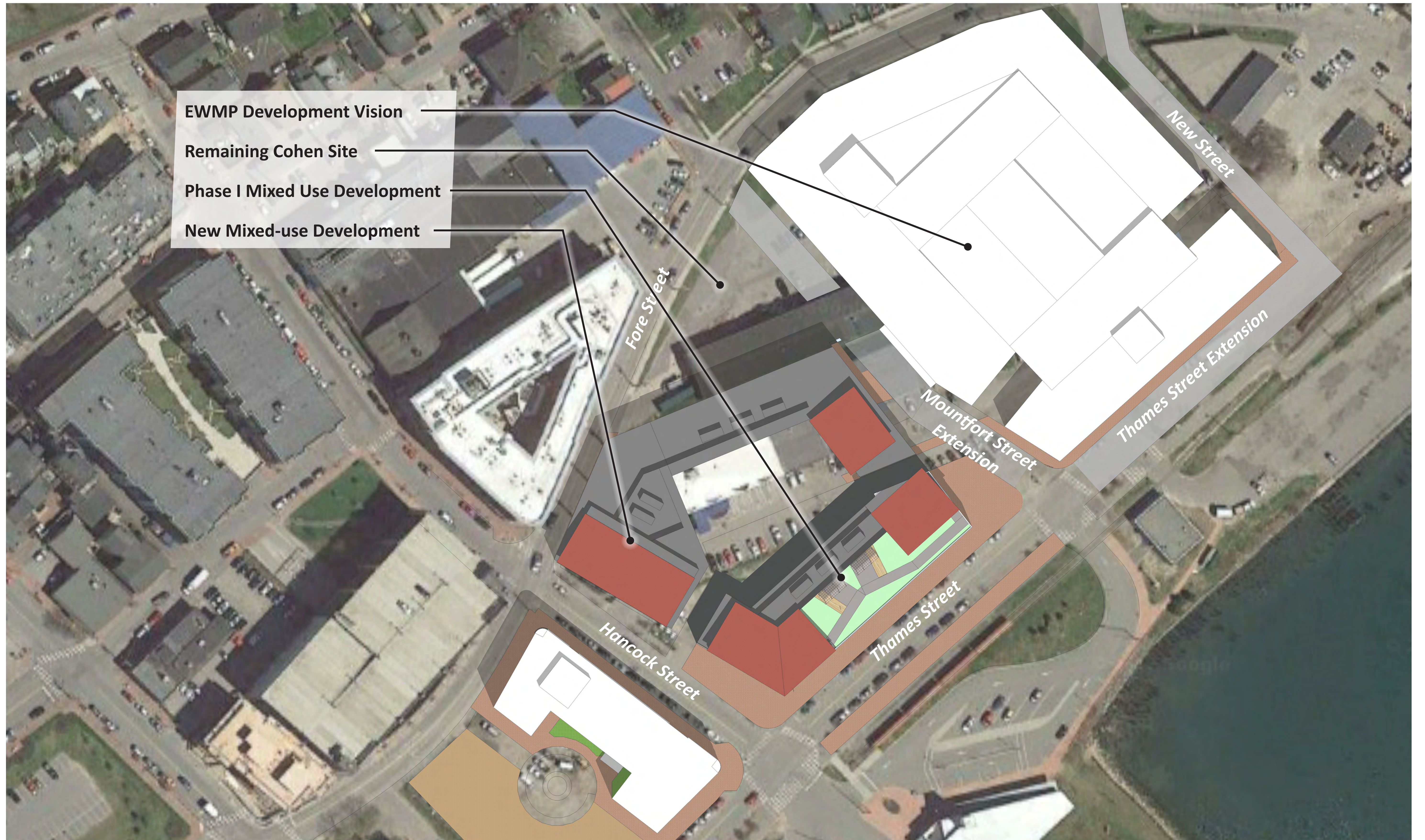


Atlantic Bayside Development, LLC

Thames Lot Proposal
City of Portland RFP# 6917

Drawing No. 8: Site Concept Plan Competitor Development

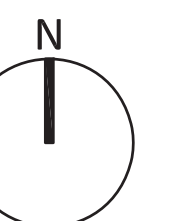




Atlantic Bayside Development, LLC

Thames Lot Proposal
City of Portland RFP# 6917

Drawing No. 9: Site Concept Plan Phase II - Alternative 2 Development



SECTION FOUR

APPENDIX



4. APPENDIX

This section includes the following information referenced in Tabs 1 and 2 of our proposal:

1. Eastern Waterfront Master Plan Drawing 3 (attached)
2. Eastern Waterfront Master Plan Drawing 4 (attached)
3. Location of Developer-Owned Off-Site Parking (attached)
4. Development Team Qualifications (following)

Development Team Qualifications

As highlighted in Tabs 1 and 2, we have assembled a team with a proven track record of complex development, design and construction experience in Greater Portland and Southern Maine. A brief summary of our team's relevant experience follows:

Atlantic Bayside Development, LLC

- 84 Marginal Way (with PC Construction)
- AAA Building
- Gorham Savings Bank

Jackrabbit, LLC (Freeport Retail Properties)

- Sea Birds - Lobster Cooker
- American Eagle Outfitters
- Banana Republic
- Gap Outlet

SMRT Architects and Engineers

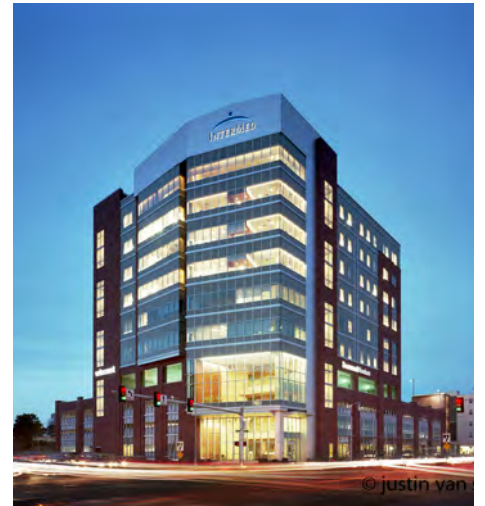
- Pineland Campus Redevelopment (with PC Construction)
- MaineGeneral Medical Center Alford Center for Health
- Mercy Hospital Fore River
- Gulf of Maine Research Institute

Walker Parking Consultants

- Casco Bay Ferry Terminal (with SMRT)
- University of Southern Maine Garage
- Auburn Municipal Garage

PC Construction

- 84 Marginal Way
- 667 Congress Street
- Martin's Point Health Care Medical Office Building (with SMRT)
- IDEXX Laboratories





Pineland Campus Redevelopment

New Gloucester, ME

SMRT worked with The October Corporation, CB Richard Ellis - The Boulos Company and Pizzagalli Construction toward the rebirth of the Pineland Campus. The core campus, consisting of nine brick Colonial-Revival style buildings, was constructed in the early 1900's as a state mental health treatment facility. Over subsequent years, the physical plant was expanded to eventually include several hundred acres of land and 19 inhabited buildings.

SMRT performed facility assessments, including life safety analyses, of all 19 buildings. SMRT is responsible for architectural design for the rehabilitation of 18 buildings and architectural and structural design for the single new building. Pownall Hall, one of the original dormitory structures, now houses educational and business tenants. The Conference Center, formerly the Administration Building, serves as a meeting and gathering place for campus tenants and outside groups.



MaineGeneral Medical Center Alfond Center for Health

Augusta, ME

With the goal of re-shaping and improving healthcare delivery, SMRT led the design team for this 192-bed regional replacement hospital. The 640,000 s.f. inpatient facility was designed and built using integrated project delivery (IPD), a first for hospitals in the Northeast. Three major initiatives -- evidence-based, lean and sustainable design -- guided development and informed the building's program and layout, supporting efficiencies in energy consumption, staff utilization and the environment of care. The facility achieved LEED Silver certification.





Mercy Fore River Replacement Hospital

Portland, ME

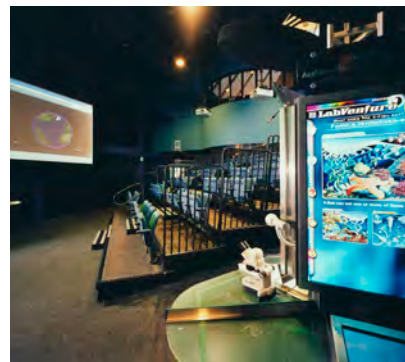
Positioning the hospital for future consolidation of all patient services, SMRT partnered with FCFH to design Phase I of Mercy's new Fore River Campus. Programming included outpatient diagnostic and treatment services, short-stay inpatient surgical beds and a women's unit. Site design integrated expansive surrounding vistas and gardens. The team incorporated "lean" and efficient practices, stretching Mercy's resources and enabling their mission to provide compassionate care for all. SMRT continues to work with Mercy to complete their vision for a fully consolidated campus.



Gulf of Maine Research Institute

Portland, ME

An international research and education center, the GMRI advances the "dynamic fusion" of fishery scientists, marine biological technology researchers and science educators. Designing for maximum flexibility and cost efficiency, SMRT developed a lab module that facilitates scientific collaboration and equipment sharing among tenants, protects proprietary space needs and employs a repeatable structural grid and efficient mechanical/plumbing layout. GMRI's exterior design reflects the industrial heritage of a working waterfront, while an interior public interface space features live and interactive digital educational exhibits.





84 Marginal Way Core & Shell / Bayside Village Student Housing - Portland, ME

Located in Portland's Bayside district, this development included a five-story student housing complex and the construction of the City's largest office building in two decades.

- A new ten-story 107,000-square-foot building consisting of a six-story core and shell office building above a four-story, 533-space parking garage with three passenger elevators
- A new five-story building consisting of a ground-level parking garage below four stories of student apartments
- 48,000-square-foot ground level consists of structural steel and concrete deck parking garage for 102 vehicles, 4,000 square feet of retail space, tenant's lobby, mechanical room and storage for 95 bicycles



667 Congress Street Mixed-Use Building Portland, ME

Construction management services for this eight-story, 142,000-square-foot multi-use building on a tight site in downtown Portland.

- 139 apartments
- Sub-grade and ground floor parking
- Steel and concrete structure with masonry and metal-panel siding
- Ground floor retail space including a deli with grill
- Fitness center
- Administrative office space





IDEXX Laboratories Synergy Center

Westbrook, ME

An additional 108,000 square feet of new corporate office space constitutes Phase II of this global pet pharmaceutical company's campus expansion initiative, for a total footprint of 780,000 square feet.

The new public façade echoes the same palette of white masonry, expansive glass and sleek metals that currently define the company's image. Each elevation is individually responsive to its solar orientation using light shelves and screening devices to optimize available sunlight for warmth and day lighting.



Martin's Point Health Care Medical Office Building

Portland, ME

Construction of a 42,000-square-foot, state-of-the-art primary care medical center situated on Martin's Point just 75 feet from the ocean.

- Two lower levels for parking with 218 spaces and an additional 194 surface parking spaces
- Campus modifications to water, drainage, sewer, teledata infrastructure, parking and site finishes
- Use of BIM for siting and footprint options
- Approval from the Historic Preservation Board of Portland and the Maine Historic Preservation Commission for the building





University of Southern Maine Garage

Portland, ME

Features:

- 1,144 parking spaces on 4-levels
- Built to serve students, faculty and staff of the University
- Precast concrete structural system
- Structural/functional design, consulting
- PARCS and signage consulting

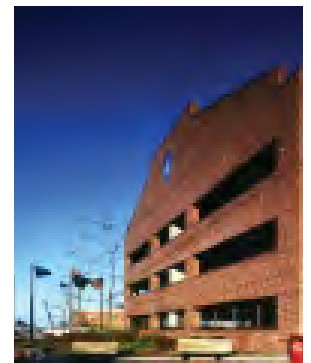


Casco Bay Ferry Terminal Garage

Portland, ME

Features:

- 408 parking spaces on 4 levels
- Designed to serve passengers traveling to the Calendar Islands in Casco Bay
- Over 800,000 passengers, their freight, vehicles and mail are transported annually
- Precast, 2-bay structure with a Fire Boat Crew Room on ground level
- Pile foundation
- Brick veneer exterior facing





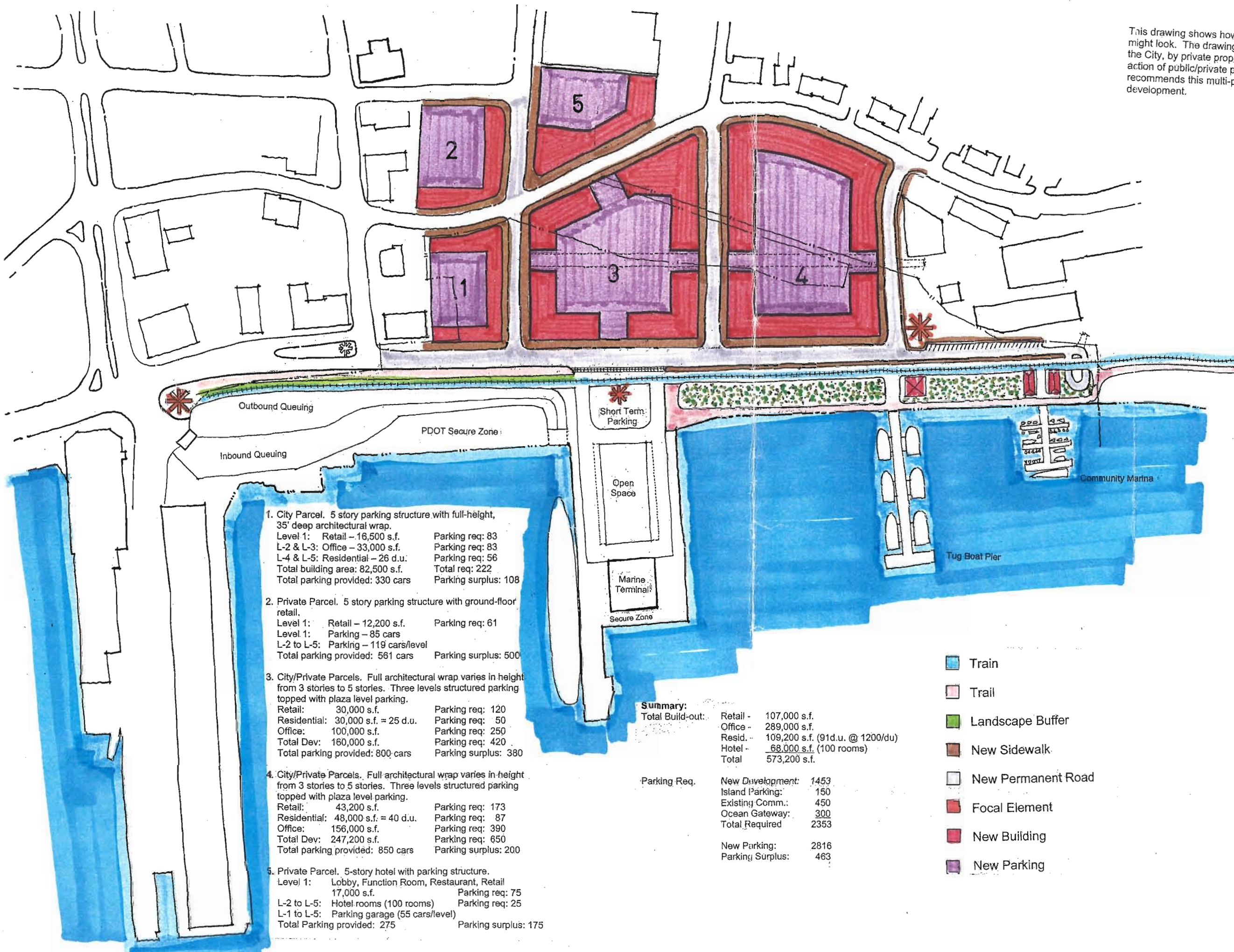
Auburn Mechanics Row Municipal Garage

Auburn, ME

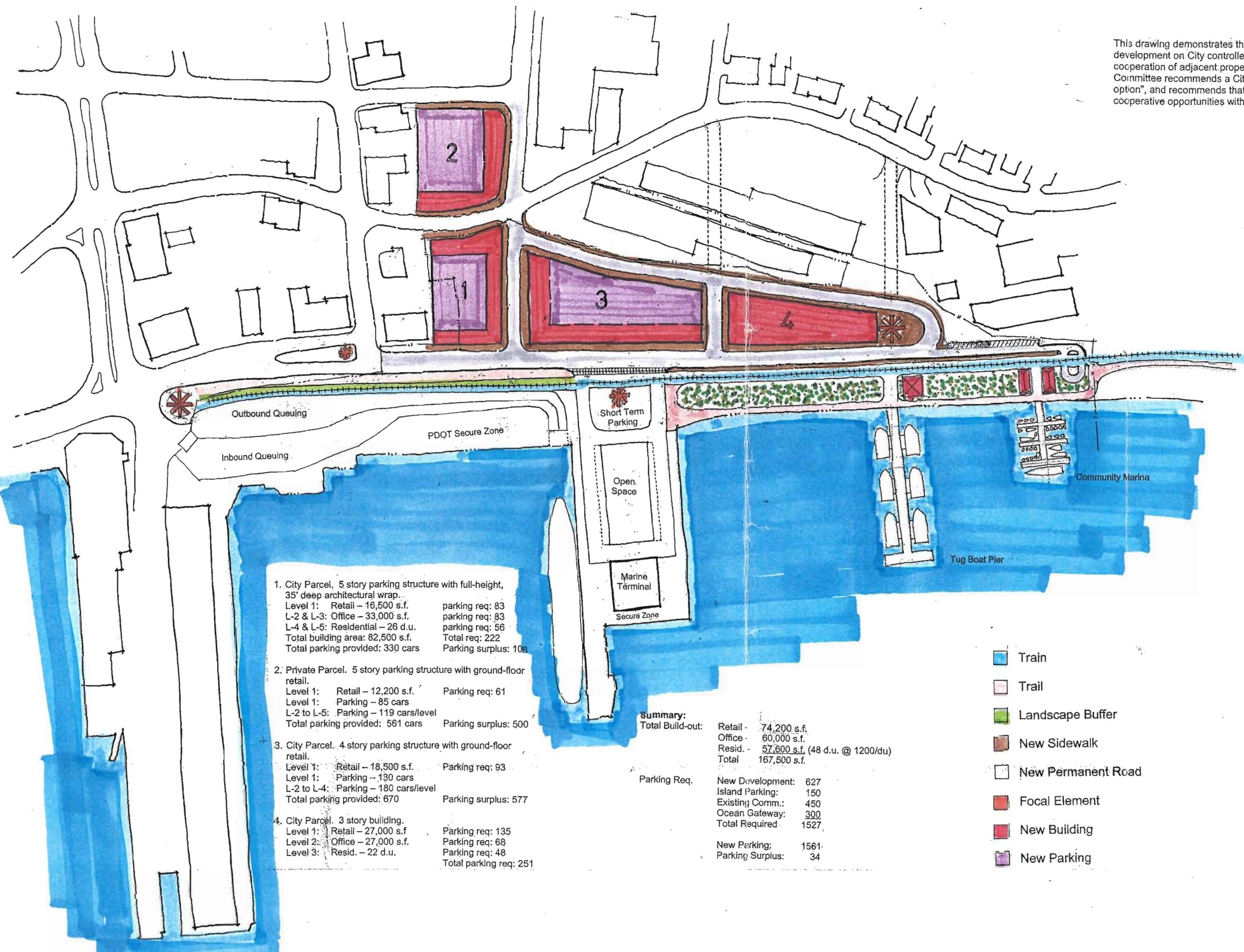
Features:

- 448 parking spaces on 4-levels
- Garage serves downtown employees, customers, businesses and visitors
- Floors are well lit and accessible
- Stairways are located on either end of each parking floor as well as one elevator with full glass for interior and exterior viewing
- Permit parkers are divided into colored zones with each permit





This drawing shows how the ultimate build-out of the district might look. The drawing imagines development initiated by the City, by private property owners, and by cooperative action of public/private property owners. The Committee recommends this multi-pronged and integrated approach to development.



This drawing demonstrates that the City could pursue development on City-controlled parcels without the cooperation of adjacent property owners. However, the Committee recommends a City-only approach as a "fallback option", and recommends that the City pursue integrated, cooperative opportunities with private property owners.



84 Marginal Way

24 Marginal Way

Marginal Way Parking Locations

Aquarius Ballroom
Dance Studios

Solutions



CITY OF PORTLAND, MAINE

Sale of Portion of City Owned Thames Street Property
RFP #6917

05.03.2017

Submitted To:

Matthew F. Fitzgerald
Purchasing Manager
City of Portland
389 Congress Street
Portland, Maine 04101

Submitted By:

Jonathan Cohen, Manager
0 Hancock Street, LLC

May 3, 2017

Matthew F. Fitzgerald
Purchasing Manager
City of Portland
389 Congress Street
Portland, Maine 04101

RE: RFP #6917 - Sale of Portion of City Owned Thames Street Property

Dear Mr. Fitzgerald:

I am pleased to provide you with 0 Hancock Street, LLC's attached response to the City of Portland's Request for Proposal for the sale of a portion of the City owned Thames Street property (the "Property").

We have entered in an agreement with WEX Inc. ("WEX"), one of Maine's leading technology companies, to propose a mixed-use development of the Property that will serve as WEX's world corporate headquarters. This project will bring hundreds of new jobs to Portland's Eastern Waterfront and will serve as a catalyst for future development and job creation. We also expect that this project will enhance Portland's growing reputation as an innovative, business-friendly city.

As you will see in our detailed response, our proposal will successfully accomplish all of the three noted goals of the City's RFP.

We thank you for the opportunity to respond to this proposal. We are available to answer any questions and would welcome the opportunity to contribute to further growth of this great city.

Thank you,

Jonathan Cohen, Manager
0 Hancock Street, LLC

PROPOSAL FORM

**("Sale of Portion of City Owned Thames Street Property")
RFP #6917**

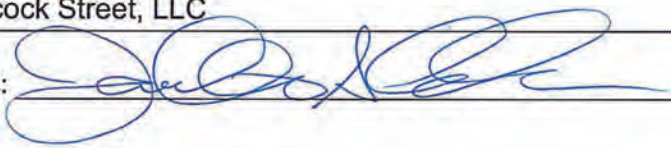
**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: 1 and 2

COMPANY NAME: 0 Hancock Street, LLC

AUTHORIZED SIGNATURE: 

DATE: May 3, 2017

PRINT NAME & TITLE: Jonathan Cohen, Manager

ADDRESS: P.O. Box 910, Westbrook, Maine 04098-0910

E-MAIL ADDRESS: jcohen@a-d-w.biz

PHONE NUMBER: (207)776-0304 FAX NUMBER: (207)775-4367

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:
Limited Liability Company

STATE OF INCORPORATION, IF APPLICABLE: Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 82-1346292

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

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I. SUMMARY OF PROPOSAL

We have entered into a long-term agreement with WEX Inc (“WEX”), one of Maine’s leading technology companies, to propose a mixed-use development on the city owned property at the corner of Hancock and Thames Street (the “Property”) that will serve as WEX’s world corporate headquarters. This will act as a catalyst to successfully achieve the goals of the Thames Street RFP.

Private Sector Investment

The proposed project includes a 100,000 square foot, 4-story mixed-use building with a portion of the first floor and all upper floors designated as office space for WEX and 10,000 square feet of the first floor as retail space. The project is guided by the Eastern Waterfront Master Plan and is designed to allow permeability and accessibility across the site.

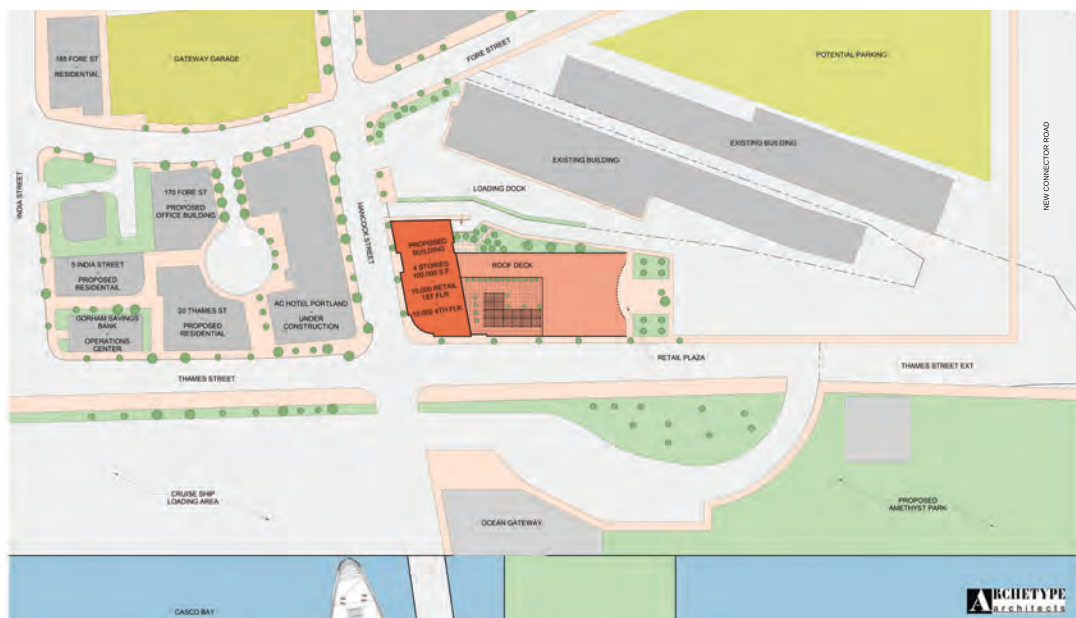
WEX has agreed on a long-term commitment to lease a minimum of 80,000 square feet in the building. As noted in the attached letter from Melissa Smith, CEO of WEX, this will bring 450 jobs to Portland with the forecast of hundreds of additional jobs during the term of WEX's lease.

Parking

This project would provide sufficient replacement parking to satisfy the City's parking needs with the opportunity to create further incremental parking through construction of a parking deck in the adjacent lot on 100 Fore Street. This would satisfy City and WEX parking needs, plus further potential to create incremental parking. A preliminary assessment shows that a new parking deck could hold up to 1,750 parking spaces which would provide extraordinary relief to downtown parking requirements.

Future Streets

The design would also maintain a view corridor along the proposed Mountfort Street Extension and we would be willing to discuss the proposed New Connector Road, as the principals of 0 Hancock Street, LLC are owners of the 100 Fore Street lot.



Concept Site Plan Showing Parking Locations

EXHIBIT A - A LETTER FROM WEX CEO



May 3, 2017

Portland City Council and Economic Development Council:

I was born and raised in Maine, but my commitment to this area goes much deeper than my personal affinity for it and my love for the community. As the President and CEO of WEX, I've had the honor of helping build a business here – a one billion dollar global business. Now as we look to expand, I'd like to do that here in Portland.

In the following documents, you will find the attached official bid for space at 0 Hancock Street, which we would like to make our global headquarters.

In relocating to this site, there are a number of contributions that WEX would make to this project which we believe would be a tremendous step to continued development of the waterfront in connection with the Eastern Waterfront Master Plan. Some of these contributions would include:

- 15 year lease commitment with a minimum of occupancy of 80,000 square feet
- 450 new jobs in the City of Portland with potential for an additional 200 future incremental new jobs
- Increased revenue to the City through property taxes
- Increased hospitality demand as we will look to partner with local hotels for our incoming staff and visitors
- Increased retail availability on the first floor of the building
- Increased local retail business in connection with our local workforce
- Continued community participation with potential to host community functions
- Enhance Portland's image as a city that encourages a technology hub.

Our objective with this project is creating a motivating and desirable environment for our current employees and also creating a "world class" recruiting tool for future new employees that would like to contribute to the growth of our company and share a desire to live and work in downtown Portland. We believe that this project would add to our mutual success by providing a desired work environment.

We are committed to continuing our growth in Maine, and would love to share the benefits of this growth with the City of Portland. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Melissa D. Smith".

Melissa Smith
President and CEO, WEX Inc.

II. RESPONSES TO SELECTION CRITERIA

1. Community Integration as Guided by the Eastern Waterfront Master Plan

Overview of Site

The Property is a prime location for a mixed-use development that takes advantage of proximity to the heavy foot and car traffic from the Old Port as well as expansive views of the harbor and accessibility to the City's adjacent parks and walking paths.

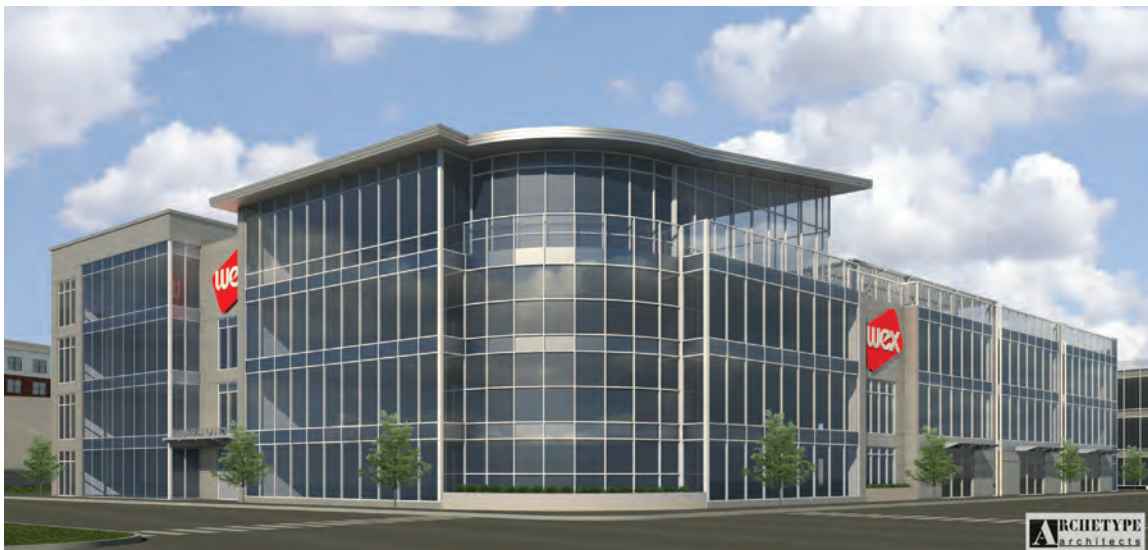
The advantages of the Property are highlighted in the Eastern Waterfront Master Plan (the "EWMP") for the Thames Street road extension (see Exhibit B) and the site is best suited to be densely developed with office and retail space surrounded by pedestrian pathways and public plazas and amenities that create a high demand for parking.

A great benefit to the site is the natural slope of the East End of Portland, north of the Property, which allows for the creation of a denser urban fabric through height along Thames Street without creating a wall in front of the residential housing units (see Exhibit C).

The EWMP allocates primary and secondary street frontage to buildings and the interior portion of the Property which is shown as accessible by a new tertiary road designated for parking (see Exhibit D).

Proposed Building and Site Plan

Our proposal is for a 100,000 square foot, 4-story mixed-use building with a 30,000 square foot footprint. A portion of the first floor and all upper floors are designated as office space for WEX and 10,000 square feet of the first floor is designed as retail space to encourage pedestrian traffic and enhance and extend the retail segment of the Old Port (see Exhibits E through H). Both of these uses will bring hundreds of jobs to the City of Portland and will provide meaningful benefits to the City's economy and tax base.



Thames Street Perspective

Our site plan (see Exhibit J) includes the beginning of a new road which is to be continued with future development behind the proposed building. This new road will create delivery routes as well as a pedestrian path to proposed planted plazas in the interior space and a pedestrian connector to Thames Street bordering on the proposed Mountfort Extension and view corridor.

Our proposal eliminates parking from the core of the site through the provision of parking at nearby locations owned and operated by the principals of 0 Hancock Street, LLC, including at the Ocean Gateway Garage and 100 Fore Street (see Exhibits K&L). The 100 Fore Street site and the Ocean Gateway Garage can accommodate, at a minimum, replacement parking for 53 City parking spaces and 117 public parking spaces lost as a result of the sale of the Property and approximately 320 parking spaces for employees of WEX, all at market rates.

Pedestrian and public outdoor space: By eliminating parking on the Property, our proposal creates the opportunity for higher density and more pedestrian and public outdoor space, including sidewalk extensions as outlined in the EWMP (see Exhibit M).

Public green spaces are included that create new walkable areas and landscaping which additionally helps buffer users from traffic. The public square will create a strong entrance to the retail portion of the Property which would begin along Thames Street and turn and continue along the length of the plaza to create multiple pedestrian entrances. The plaza would be a prime space to include plantings, street furniture, public art or a monument.

In addition to ample public outdoor space created at the ground level, our proposal includes a large roof deck that will take advantage of the accessible roof space left behind due to the required height changes included in the B6 Height Overlay. This large roof deck would create a prominent Casco Bay viewing area for the tenants of the Property (see Exhibit N).

Transportation: The EWMP conveys a strong interest in development, promoting multiple types of transportation. As the tenant for the Property, WEX would bring with it hundreds of employees who would be able to take full advantage of the proximity of systems already in place, including the nearby ferry terminal, the walking and biking trail across the street and the bus stop at the corner of Atlantic and Fore Street. The retail portion of the Property would also encourage the already in place pedestrian access joining the Old Port to the East End Path.

In addition to the systems already in place, bicycle storage could be added to the Property, with exterior storage and racks in the plaza, along with interior storage in the Ocean Gateway Garage or the potential 100 Fore Street parking facility.

2. Public Benefit to the City

We have partnered with WEX to bring this exciting proposal to the City of Portland. Our plan includes a 15 year lease with a minimum occupancy of 80,000 square feet. Our proposal will have significant public benefits to the City.

Net new jobs to the City: Our proposal will bring upwards of 450 new permanent jobs to the City of Portland, including a potential additional 200 incremental jobs to the State of Maine. Additionally, the development of the Property will provide the following benefits:

- Increased revenue to the City real property tax
- Increased hotel demand for incoming staff and visitors to WEX
- Increased retail availability on the 1st floor of the building
- Increased local retail business catering to Portland's local workforce
- At least 400 construction jobs during the period of construction from local firms.

A letter from Melissa Smith, CEO of WEX, attached as Exhibit A, further outlines the many public benefits to the City that would result from the development of the Property.

Future Mountfort Street Extension and New Connector Road rights-of-way: Our project envisions a mixed-use development that provides permeability and accessibility across the Property. The location of the building and plaza are designed in a way to maintain the view corridor along the proposed Mountfort Street Extension as guided by the Eastern Waterfront Master Plan (see Exhibit B). Further, the potential new structured parking facility at 100 Fore Street can accommodate the proposed New Connector Road as shown in Exhibit L.

3. Purchase Price

We are prepared to offer the City \$2,500,000 for the property.

4. Additional Financial Benefit to the City

Our proposal will bring significant additional financial benefits to the City beyond the purchase price, including:

Net new real property tax revenue. We anticipate that the development of the Property will bring a minimum of \$320,000 per year in net new real property tax revenue, based on the current mil rate of 21.11.

Parking. As noted above, we are able to eliminate parking from the core of the site through the provision of parking at nearby locations owned and operated by the principals of 0 Hancock Street, LLC. Our parking management plan includes accommodation for parking at market rate for 53 City replacement parking spaces and 117 public parking spaces, lost as a result of the sale of Property, as well as approximately 320 parking spaces for employees of WEX at the Ocean Gateway Garage and 100 Fore Street (see Exhibit J).

The 100 Fore Street site is an ideal location for the development of new parking as it is set back from the waterfront, is within easy walking distance, and has been previously excavated to create a large drop off from the grade of Fore Street. We have shown parking at 100 Fore Street as either surface parking (Exhibit J) or as a multilevel parking facility (Exhibit L). If fully developed based on current zoning requirements, a structured parking facility on this site could hold upwards of 350 spaces per level with 5 levels equaling approximately 1,750 spaces. The ultimate size of this proposed parking facility will be a future item of discussion between the City and the owners of the 100 Fore Street site.

Both the Ocean Gateway Garage and 100 Fore Street sites will provide public access to parking at market rates including on weekends and evenings. These parking facilities will support activities at the Portland Ocean Terminal, including the Ocean Gateway and will provide parking for island residents and opportunities for continued growth on the land side of the Eastern Portland Waterfront.

Additionally, the development of the Property will bring the following benefits to the City:

- Increased sales tax revenue
- Increased personal property tax revenue
- Several hundred additional jobs
- Support to local hotel demand during the entire year
- Building on the waterfront
- Integration with the Eastern Waterfront Development Plan
- Enhanced public space and pedestrian access

License Agreement with Jackrabbit, LLC: Given the location and boundaries of the Property and terms of the License Agreement, we would expect the City to terminate the License Agreement with Jackrabbit, LLC prior to the closing on the sale of the Property and for the City to provide Jackrabbit, LLC with functionally equivalent access to the Jackrabbit property pursuant to the terms of the License Agreement.

5. Proposers Proven Capacity and Relevant Experience

Development Team and Past Experience: Lead project developer and principal, Jonathan S. Cohen, was born and raised in Portland. He graduated from Deering High School and received his B.B.A. from The George Washington University. This project and similar projects are very important to Mr. Cohen as he believes strongly in creating as much opportunity as possible to keep Maine's talented youth in the state, and to create opportunities to attract talented employers and employees from other states.

Mr. Cohen's family started Portland Glass in 1946. His father Gene Cohen expanded it to more than 47 locations. The majority of the locations were owned and developed by the family in 5 states, which is where Jonathan began his career in real estate ownership and development. Portland Glass was sold January 3, 1997 and at that time Jonathan managed the remaining division of Portland Glass that was not sold, renamed AD&W, Architectural Doors & Windows. Today, Mr. Cohen is the President and CEO of AD&W, still Maine based, family owned, and the largest and oldest commercial installer and fabricator of storefront, curtain wall and commercial entrances north of Boston.

Throughout Jonathan's 20+ years he has been involved with more than 6,000 construction projects, from design, budget, and construction through to completion, occupancy and sale or retention. Mr. Cohen currently owns and manages more than 950,000 square feet of real estate in Maine. A few of Mr. Cohen's current projects underway include: the redevelopment of 62,000 square feet at Clark's Pond in South Portland, Maine; completion of a 44,000 square foot 27-unit condominium conversion and renovation at 10 Exchange Street in Portland, Maine; a 12,500 square foot Ocean Gateway Garage office expansion at 167 Fore Street in Portland, Maine, among other projects.

Mr. Cohen was also integral to the design, budget and installation of Maine General Medical Center in Augusta, which was the largest construction project in Maine at the time totaling \$312 million. Mr. Cohen has worked on numerous projects with both Cianbro and Landry French, the Maine contractors under consideration for the development of the Property. Mr. Cohen was also involved in the design budget and installation of the Keurig world headquarters in Burlington, Massachusetts, a Class A 10-story office building with a garage and skybridge. Mr. Cohen has the experience to perform this project.

Mr. Cohen has numerous financial institutions which have committed to working with him on this and any other project he wishes to undertake. Archetype will serve as the architect for this project, and the development team will likely include either Cianbro or Landry French for construction and Androscoggin Bank and/or Camden National Bank for financing.

Project readiness, financial capacity and timeframe for completion: As noted above, Mr. Cohen has secured a commitment from WEX for this Property to serve as its world headquarters. A letter from Androscoggin Bank is attached as Exhibit O confirming Mr. Cohen's financial ability to undertake and complete this project as outlined in this proposal.

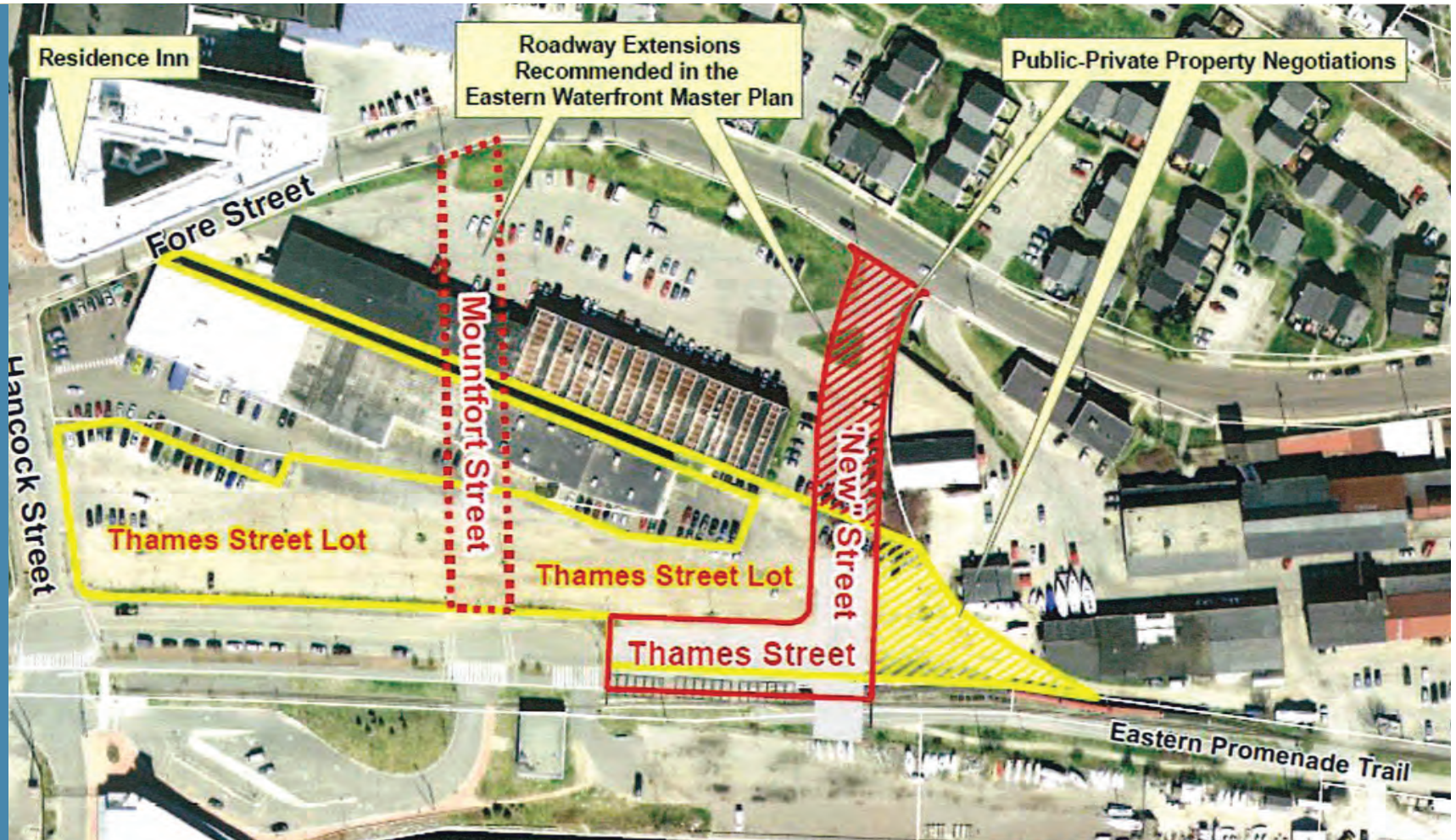
III. POTENTIAL PROJECT TIMELINE

We anticipate the following development timeline;

1. RFP award by June 4, 2017
2. Closing on the purchase of the Property between June and August 2017
3. Application for site plan approval immediately following closing
4. Building occupancy by April 2019

IV. ADDITIONAL EXHIBITS

EXHIBIT B



Potential Thames Street Road Extensions

EXHIBIT C



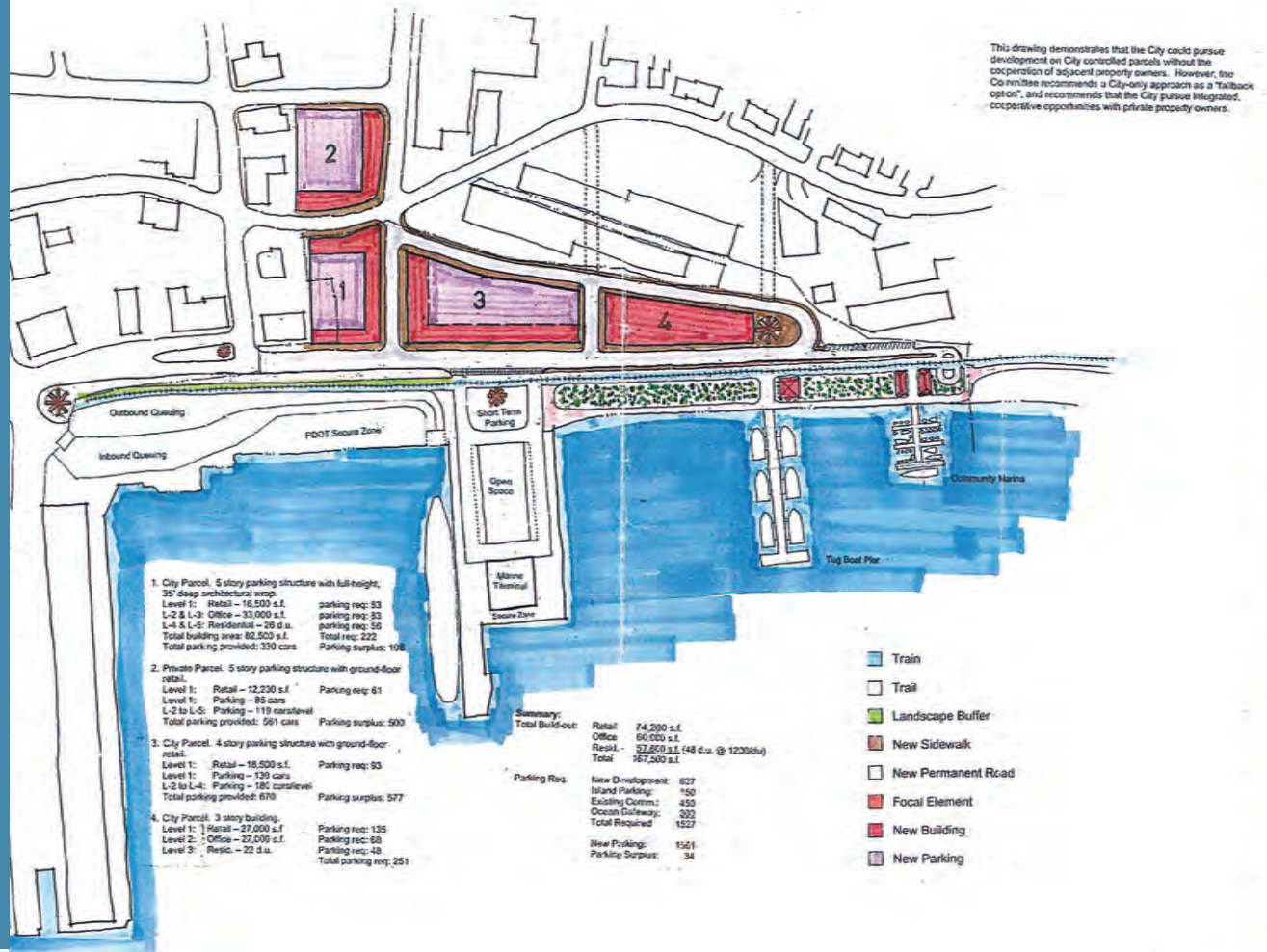
SECTION B EXISTING - MOUNTFORT EXTENSION



SECTION B PROPOSED - MOUNTFORT EXTENSION

Eastern Waterfront Height Study

EXHIBIT D



“Fallback” Build-out Scheme from EWMP

EXHIBIT E



Potential Project Aerial View

EXHIBIT F



Potential Project Casco Bay Perspective

EXHIBIT G



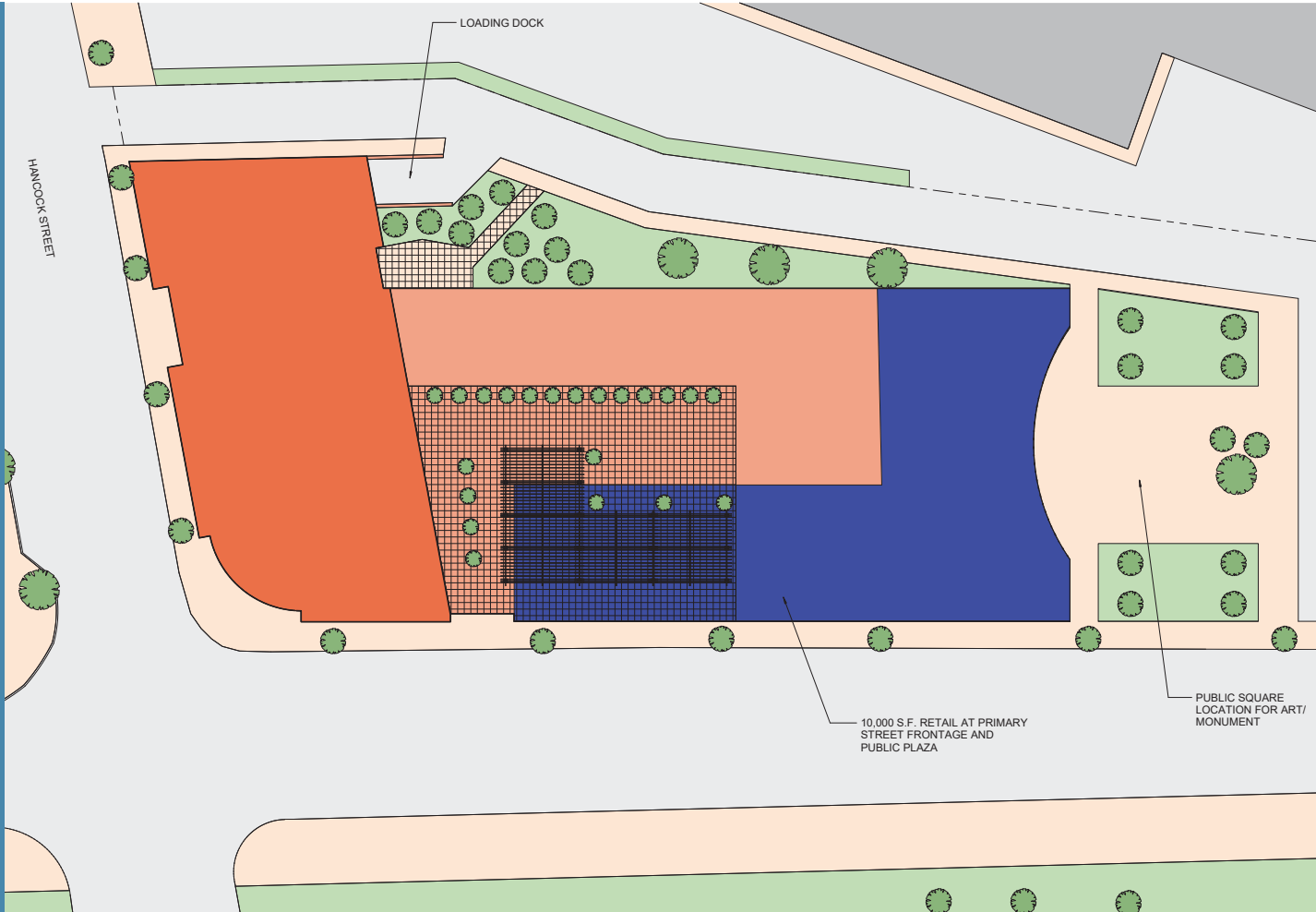
Thames Street Perspective

EXHIBIT H



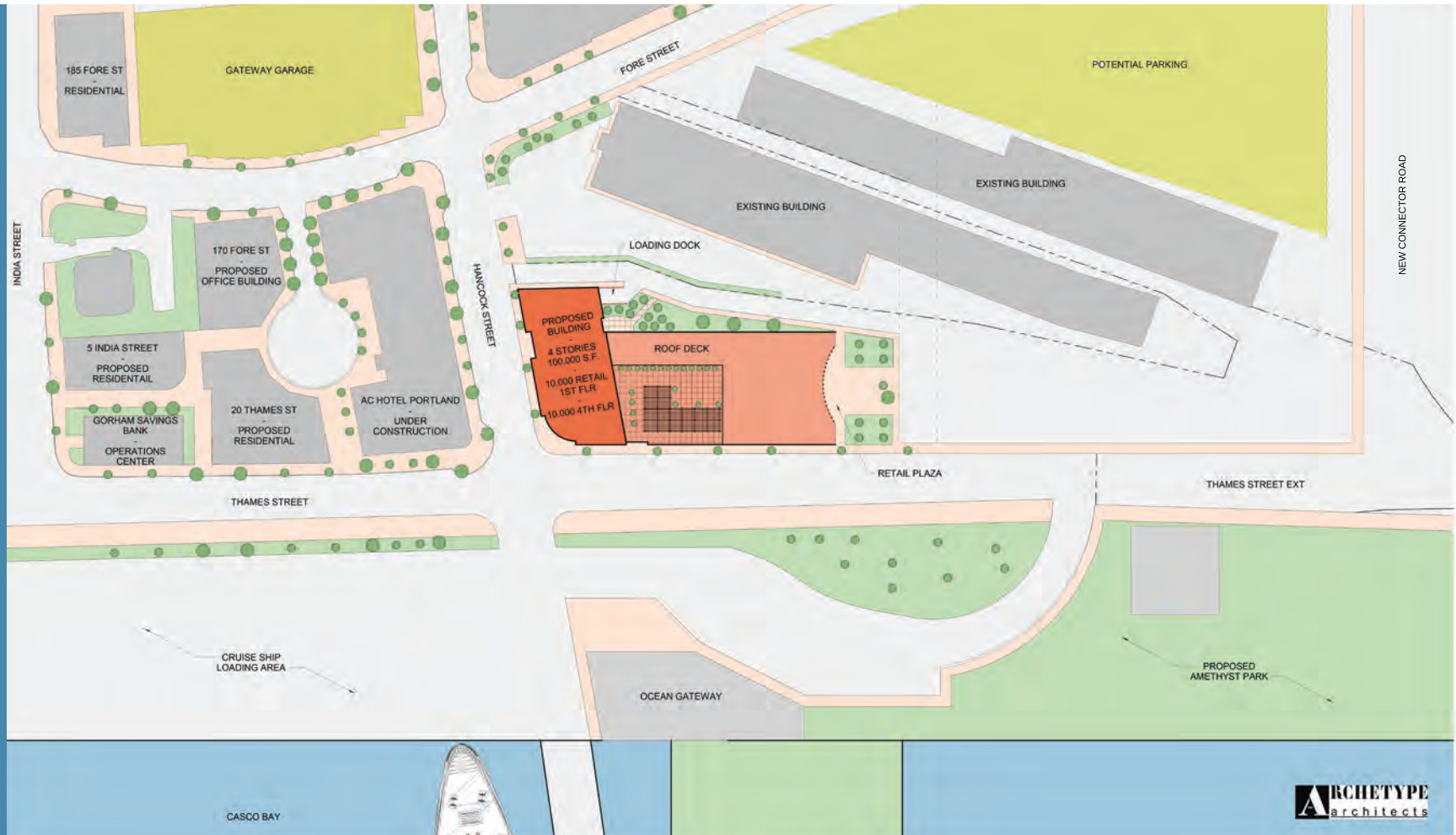
Thames Street Night Perspective

EXHIBIT I



Concept Site Plan

EXHIBIT J



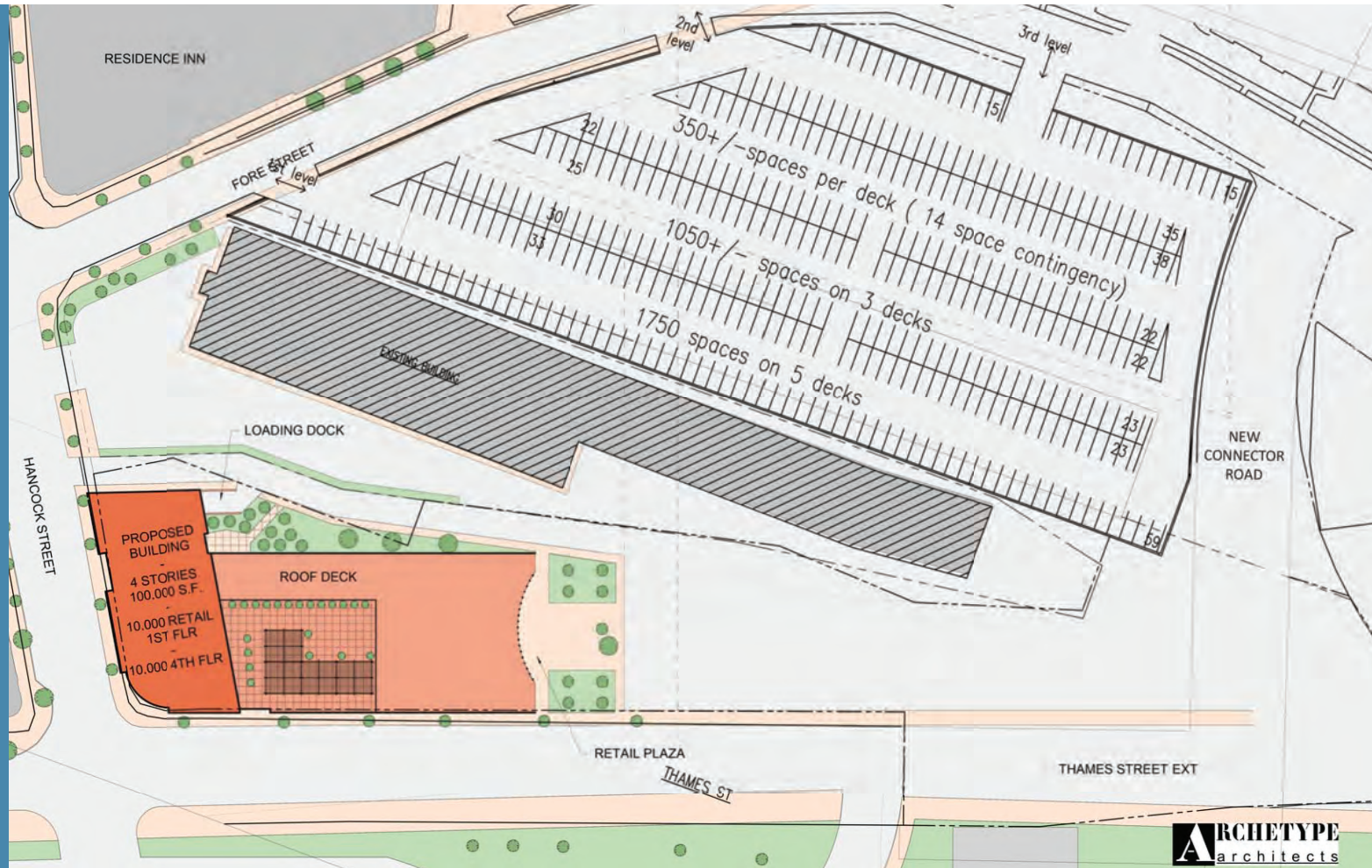
Concept Site Plan Showing Parking Locations

EXHIBIT K



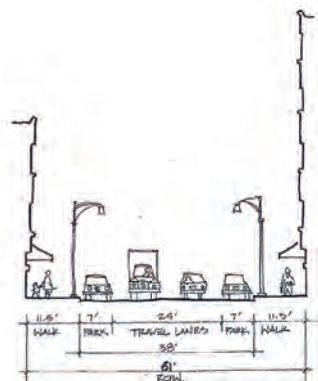
100 Fore Street

EXHIBIT 7

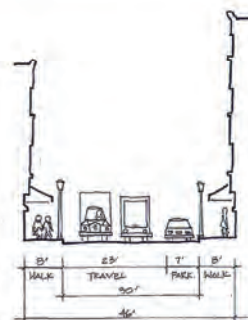


Potential Structured Parking on 100 Fore Street

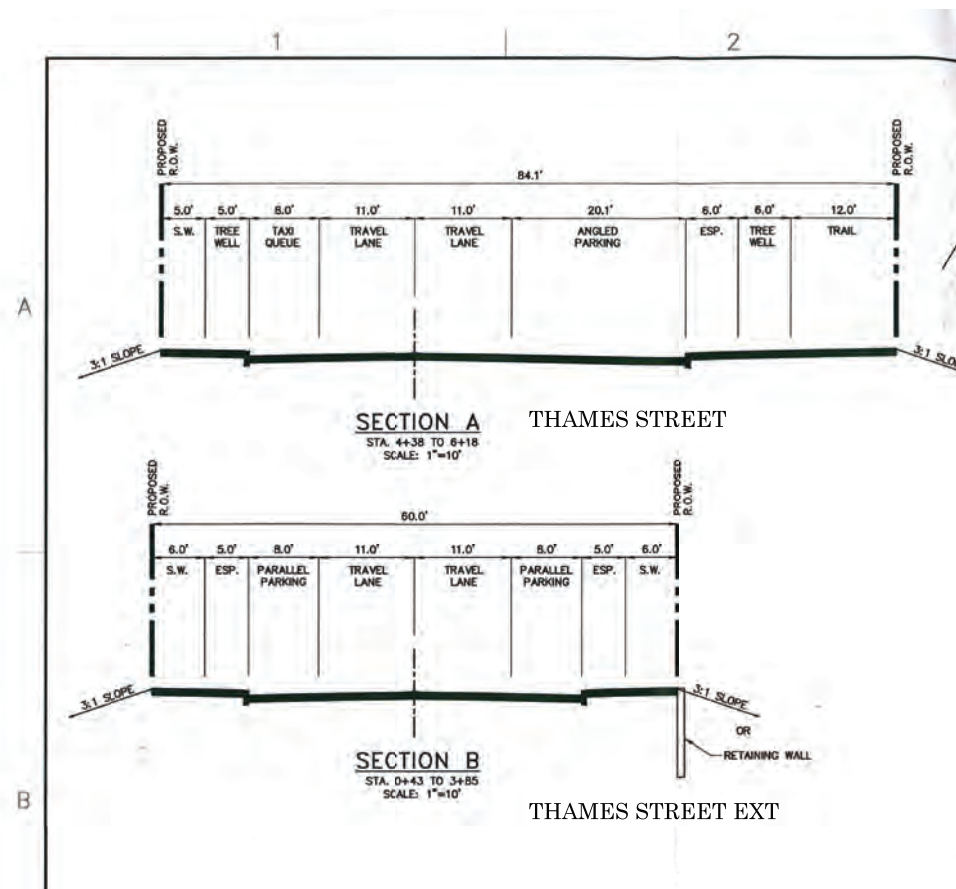
EXHIBIT M



Waterfront Development & Master Planning Committee
Street Section –
New Primary Street (Hancock Street extension)



Waterfront Development & Master Planning Committee
Street Section –
New Secondary Street (Mountfort Street extension & other new streets)



Sidewalk Dimensions

EXHIBIT N



Rooftop Deck Perspective

EXHIBIT O - ANDROSCOGGIN BANK LETTER



30 Lisbon Street
PO Box 1407
Lewiston, Maine 04243
1 800 966.9172
androscogginbank.com

April 5, 2017

City of Portland
389 Congress Street
Portland, ME 04101

To Whom It May Concern:

Jonathan Cohen is a client in good standing with Androscoggin Bank. Mr. Cohen demonstrates both the financial capacity and the industry experience necessary to purchase, develop, construct, own and operate a commercial real estate project such as a Corporate Headquarters office building at Hancock and Thames Street in Portland.

If there are any questions on this matter, please do not hesitate to contact me at (207) 518-6314 or jdeering@androscogginbank.com

Sincerely,

A handwritten signature in blue ink that reads 'Jeremiah C. Deering'.

Jeremiah C. Deering
Vice President
Lead Commercial Lending Officer





Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Economic Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: May 2, 2017

SUBJECT: DRAFT 2017 Economic Development Committee Work Plan

For discussion purposes at your meeting on May 9, this memorandum outlines the status of the EDC 2017 Work Plan activities, including 2017 Mayor and City Council economic development goals.

Broadband Access (2017 Mayor and City Council Goal). High speed infrastructure; broad band.

IN PROCESS AND NEXT STEPS. At the July 26th, 2016, EDC meeting, staff provided a summary of a proposed Master Lease Agreement with Verizon to support small cell technology investment in Portland. The City Council approved this Master Lease on August 1, 2016.

Also, it is noted the City issued a News Release on July 19th, 2016, with the topic “City Seeks Citizens to Complete Internet Services Survey” and noting “Selects SiFi Networks to explore potential citywide fiber network”. Staff continues to work with SiFi Networks to move forward with a public-private partnership.

A City Council workshop was held on December 12, 2016 with Council direction to refer negotiations to the EDC to finalize partnership documents for recommendation to the City Council.

City staff is continuing negotiations with SiFi Networks and will be updating the EDC when ready.

Eastern Waterfront Public Infrastructure Investment/Increase Utilization of the Portland Ocean Terminal (POT) (2017 Mayor and City Council Goal)

Establish direction on the future of the Portland Ocean Terminal, including waterfront concerts and Compass Park. With as much as 70,000 square feet of vacant space, the Portland Ocean Terminal on the Maine State Pier needs a plan for investment and optimized utilization. Existing uses, including City cruise ship port of call support, Portland Tugboat, and Ready Seafood, provide a solid basis for growth; however, the building's age, condition, location within a Federal security area, and lack of supporting infrastructure (parking, loading, sidewalks ...) severely limit the potential reuse of the building as currently configured.

See sections entitled “Eastern Waterfront Public Infrastructure Investment” and “Establishing New Policy Direction” for more information and inter-relationship with approaches to improving utilization of the POT.

Tax Increment Financing Policy and Districts (2017 Mayor and City Council Goal)

TIF Policy Guidelines-Review for Possible Proposed Amendments to the City Council: Pursuant to City Council Order #61 passed unanimously on September 19, 2016, the Council referred to the EDC the current TIF Policy for consideration of amendments including, but not limited to, the addition of provisions for:

- Local Hire
- Ethnic and Gender Diversity
- Economically Disadvantaged Participation;
- Veteran Preference;
- Adherence to State of Federal Prevailing Wages; and,
- Participation in a Job Training or Apprentice Ship Program.

At the EDC meeting on April 18, 2017, it held a public hearing regarding the Mayor’s proposed amendments to the TIF Policy. Public comments received were both in favor and opposed to the draft amendments, followed by EDC discussion and requests for clarifying language and points of information. The EDC will continue discussion on proposed TIF Policy Amendments at its May 23, 2017 meeting.

Following EDC consideration of such amendments, it shall report its findings and recommendations on amending the current TIF Policy to the City Council.

Payment In Lieu of Taxes (PILOT) New City Policy

Staff is preparing draft policy for EDC consideration for non-profit tax exempt organizations to contribute annually to cover the cost of municipal services

Establish Development Impact Fees

Staff will work with the EDC to create a formula that standardizes fees - providing certainty to the development community and City resources.

Eastern Waterfront Public Infrastructure Investment

Investing in public infrastructure is an important municipal government responsibility to attract private sector investment. Locations which require public infrastructure planning include both implementation of existing policies and creating new policy direction for investment:

Implementing Existing Policy:

Private Development Integration. The Economic Development Department is leading a Planning, Public Works, and Parks & Recreation Department discussion to plan road, parking

garage, and utility extensions in Portland's Eastern Waterfront, facilitating planned and future development consistent with the Eastern Waterfront Master Plan (EWMP.)

Next Steps. This item was discussed with the EDC at its January 3, 2017 meeting regarding issuing a Request for Proposals to stimulate parking garage development in the block of Hancock, Fore, and Thames Street, and the new Thames Street to Fore Street Connector Road, in exchange for selling the City-owned Thames Street lot and securing public right-of-way for the new Connector Road. As a result of that EDC meeting, staff presented a draft RFP for sale of a portion of the Thames Street lot at the EDC's meeting on March 29, 2017, which resulted in EDC authorization to staff to advertise the RFP, with responses due to the City May 4, 2017. Staff has scheduled EDC review of responses, in executive session, at its May 9, 2017 meeting. ***Please refer to "City Properties" section for the Thames Street property item.***

Amethyst Lot Open Space Development. Implementing recommendations from the EWMP and conditions of approval from Ocean Gateway, to define program and design elements for signature waterfront open space promoting recreation and active use of the water.

Next Steps. In May of 2016, the City Council approved \$80,000 in funding to support a planning and public process scope for the Amethyst Lot. An RFP was issued for design services which generated 10 credible proposals from firms with local, national, and international experience. A staff review committee recommended hiring Stantec and the contract has been finalized. A group of City employees are now working with Stantec in furthering the design process. The EDC will be kept updated on the process, with an update planned for a June EDC meeting.

Establishing New Policy Direction:

Ocean Gateway to discuss reconfiguration of the "queuing area" located behind the fence to free up property for more diversified marine activity, support for the Portland Ocean Terminal, and expanded access to the water for commercial and public uses. The City Manager met with Custom Border Protection (CBP) personnel to discuss relocating U.S. Customs pre-clearance to Yarmouth, Nova Scotia. Staff is researching options; updating forthcoming.

Possible new Pier development between Ocean Gateway and the Maine State Pier to support increased commercial use of the waterfront and support for the marine passenger industry. Staff is exploring Federal funding opportunities and updates will be provided when appropriate.

Portland Ocean Terminal (POT). Evaluate supporting infrastructure to attract increased commercial and marine tenant use of available 25,000 +/- square feet of vacant second floor office space and 70,000 square feet of vacant ground floor marine industrial space, coupled with waterfront concerts use and Compass Park use. Staff is exploring options and will provide updates when appropriate.

Portland Transportation Center (PTC)

In partnership with the MDOT, NNEPRA, and private sector property owners, work to develop an expanded intermodal passenger station in the Thompson Point area.

Next Steps. Staff to work with the transportation agencies and private partners to establish timeline and work plan for PTC improvements. Present briefing to the EDC when appropriate.

Lease of City Properties

Leasing City owned properties requires City Council approval. Policy discussion regarding the leasing of City owned properties needs to be discussed. Examples of commercial leases requiring EDC (in the form of a recommendation to the City Council) and City Council action include:

Ocean Gateway to support ferry operator lease. At the March 7, 2017 EDC meeting in executive session, staff discussed proposed amendments to the Bay Ferries Lease for guidance and direction. This was followed by a public meeting of the EDC on April 4, 2017, for its recommendation and vote to the City Council for action prior to 2017 season, which time the EDC recommended to the City Council approval of the amended Lease. The City Council unanimously approved the Amended Lease at its April 24, 2017 Council meeting. Bay Ferries is estimated to generate over \$265,000 to the City from space rent, parking, passenger/vehicle fees, and berthing fees.

Portland Ocean Terminal tenant leases including Ready Seafood Companies. Amendments to this Lease will be proposed in 2017.

Spring Street Parking Garage Commercial tenant leases including the former Pirates space, with 1,172 square feet. Staff will request guidance from the EDC, in executive session, at its May 9, 2017 meeting for terms for lease rental and parking garage revenue sharing agreement.

Casco Bay Island Transit District (CBITD) Lease: Staff is beginning its review of the existing Lease to recommend, at the appropriate time, amendments. This current 30-year lease expires June 2018.

Next Steps include presenting commercial leases to the EDC when ready.

City Properties

Sales

Bayside former Public Works properties. City staff issued a Request for Proposals for commercial broker services to assist the City with the sale of these properties; CBRE/The Boulos Company was chosen after review of the proposals. Staff will work with the EDC and ultimately the City Council regarding any final property sale decisions.

At the January 3, 2017 EDC meeting, staff presented an overview of the Bayside properties, followed by a public hearing by the EDC on January 31, 2017. At a special meeting of the

EDC on February 28, 2017, it was provided an update by CBRE/The Boulos Company on their methods of marketing, followed by a tour of the properties. The EDC then met on March 7, 2017, and discussed these properties and voted unanimously on a sales approach for Boulos to market these properties with no restrictions, and for Boulos to encourage/leverage workforce housing on Parcel 1, now a parking lot. Public Comment was received at the March 7, 2017, EDC meeting. It is further noted that the public will have an opportunity for public comment when the EDC reviews and recommends purchase and sale agreements to the City Council, and again at the City Council when it takes up the matter.

Offers are due in to CBRE/The Boulos Company by May 12, 2017. It is anticipated that the EDC will review the offers at its May 23, 2017 meeting in executive session.

Riverside Street Seven (7) Acre Industrial Property. City staff has been marketing this property for sale and has attracted an interested developer which has been discussed, in executive session, with the EDC during 2016.

At the January 3, 2017 EDC meeting, staff presented an overview of the Riverside Street property and the 7-acre site, including the recent need to install a City communication tower for its emergency management system. At the March 7, 2017 EDC meeting in executive session, staff discussed interest in this property and receive guidance on future negotiations. A draft Purchase and Sale Agreement was presented to the EDC in public session at its April 4, 2017 meeting.. At that meeting, the EDC voted unanimously to recommend to the City Council approval of the Purchase and Sale Agreement for sale of this 7+/- acre parcel to AIM Riverside II, LLC in the amount of \$604,800. At the April 24, 2017 City Council meeting, it voted unanimously to approve the Purchase and Sale Agreement. The proposed development for the 7-acre site includes multi-industrial tenant type development with over 75,000 square feet.

Thames Street Gravel Parking Lot. At the January 3, 2017 EDC meeting, staff presented an overview of this property, followed by a public hearing by the EDC on January 31, 2017. Next step was to finalize a Request for Proposals for a portion of the Thames Street property for sale to stimulate development on the site and a parking garage in the area for EDC review and recommendation to place out to bid. The draft RFP was presented to the EDC on March 29, 2017, for review and recommendation to issue the RFP for sale of a portion of the lot. This was another opportunity for public comment, as well as when the EDC reviews and recommends a purchase and sale agreement to the City Council, and again at the City Council when it takes up the matter.

At the March 29, 2017 EDC meeting, it voted unanimously to authorize staff to advertise the RFP for sale of a portion of the Thames Street property. Proposals are due in to the City May 4, 2017, and the EDC will review the proposals, in executive session, at its May 9, 2017 meeting.

Cotton Street Parking Lot. At the January 3, 2017 EDC meeting, staff presented an overview of this property – as well as update in executive session, followed by a City Council workshop on the proposed Amended and Restated Land Exchange Agreement with JB Brown, substituting the Cotton Street Parking Lot for the City's One Cambridge Street lot. This item was on the March 7, 2017, EDC Agenda for a review and recommendation to the City

Council, which resulted in a 2-0-1 vote (Thibodeau abstained) to forward to the City Council for approval. The public had an opportunity to comment at the March 7, 2017, EDC meeting and also had an opportunity for public comment again at the City Council meeting when it took up the matter on April 5, 2017, at which time the Council voted 8-0 (Thibodeau recused) to approve the land exchange.

Former Reed School. City issued a Request for Proposals for sale and redevelopment of the Reed School. An appraisal has been received by the City, and staff is bringing the proposed Purchase and Sale Agreement to the City Council at its May 15 meeting for review and approval..

Strip of Land on Federal Street. At its March 7, 2017, meeting, the EDC reviewed an application to purchase a strip of City property on Federal Street, used as an access driveway to an abutting, landlocked parcel. Deed restrictions restrict its use as an access to the landlocked parcel. This was tabled for a tour of the property and taken back up at the March 29, 2017 EDC meeting, at which time the EDC voted unanimously to authorize staff to advertise for bid to the two abutting lot owners only. The Bid document has been issued and the deadline to submit bids was set as May 12, 2017. It is expected that the EDC will review the bids received, in executive session, at its May 23, 2017 meeting.

City/MDOT/CPB2 Land Exchange

The EDC reviewed the Land Exchange Agreement between CPB2/MDOT/City of Portland at its March 7, 2017 meeting. This was tabled for a tour of the land area being exchange between the Portland Company Complex and the Amethyst Lot. At the March 29, 2017 EDC meeting, it unanimously recommended that the City Council approved by the proposed Land Exchange Agreement. The City Council unanimously approved the Land Exchange Agreement at its April 24, 2017 Council meeting.

Acquisitions

Redlon Woods: The Land Bank Commission is interested in accepting donations, acquiring private property vacant land, and placing tax-acquired vacant parcels in this area of the City into the Land Bank. Because of the property acquisition, this will come before the EDC, as well as the Land Bank Commission for recommendations to the City Council. At the January 3, 2017 EDC meeting, staff presented an overview of the Redlon area. Updates will be provided to the EDC following real estate negotiations.

TIF Districts:

Annually the Economic Development Department issues a City Fiscal Year Report related to Portland TIF District activity. This report is available on the City web page at:
<http://www.portlandmaine.gov/529/Tax-Increment-Financing>

One recommended TIF District amendment to discuss, in 2017, is the possible geographic expansion of the Waterfront TIF District. The areas to consider including in the Waterfront TIF District are East and West Commercial Street properties due to planned private sector investment projects and supporting public infrastructure needs.

In addition, the Thompson's Point TOD TIF may be brought to the EDC for possible amendments, which amendments would need to be authorized by the City Council.

Next Steps: Presenting any private TIF District requests to the EDC for direction, along with revisiting the Waterfront TIF District boundaries for possible expansion.

Ordinance Amendments for the Permitting and Inspections Department

At the April 18, 2017 EDC meeting, it reviewed proposed Ordinance amendments for the Permitting and Inspections Department, at which time it was tabled to the May 9, 2017 EDC meeting.

Outdoor Seating for Food Service Establishments

Review current permitting process/ordinance and any barriers, particularly for older buildings. Staff is working on this topic. Updates will be provided when appropriate.

Open Forum for Restaurateurs: Forum for restaurant owners to talk about what is going well, what is not, and any other issues or comments they may have.

Re-write of Land Use Code Chapter 14. Funding is included in the City Manager's budget to hire Planning staff to undertake this rewrite.

Intern Program for both High School and College Students, perhaps 5 to 10 hours per week. This could be a public/private collaboration, perhaps with a task force and working with the School Department.

Food Trucks: Expand areas/times for the trucks to be in operation. (This may be a joint meeting of the EDC and the Health and Human Services Committee.)

Explore closing Exchange Street on certain days; more open storefronts. Work with Portland Downtown in exploring these ideas.

Convention Center: EDC to be provided periodic updates from the Maine Convention Center Collaborative.

City Development Impact Fees Establishment: Staff will work with the EDC on drafting a policy.

Other Unanticipated Matters as they come up.