



Tuck O'Brien
City Planning Director, Planning Division

September 26, 2017

Nathan Cermelj
Liberty Bay Recovery Center
343 Forest Avenue
Portland, ME 04102

Project Name:	Liberty Bay Recovery Center	Project ID:	2017-086
Address:	343 Forest Avenue	CBL:	112-D004
Applicant:	Nathan Cermelj		
Planner:	Matthew Grooms		

Dear Mr. Cermelj:

On September 25, 2017, the Planning Authority approved a Level II Site Plan application for site work to include reconfiguration and improvement of leased parking spaces on City property and the development of a patio area to the rear of the existing building at 343 Forest Avenue in the B-2b zone. The decision is based upon the application, documents and plans as submitted. The proposal was reviewed for conformance with the standards of Portland's Site Plan Ordinance.

SITE PLAN REVIEW

The Planning Authority finds that the plan is in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval to be met prior to the issuance of a building permit unless otherwise stated:

1. The applicant shall provide a parking area sign detail in accordance with the Department of Public Work's review memo dated August 29, 2017. This detail shall be reviewed and approved by the Department of Public Works prior to the issuance of a certificate of occupancy; and
2. The applicant shall provide a written agreement with the adjacent property owner, Palmer Spring Company, stating that the proposed site work to occur within their property limits is acceptable. This agreement shall designate one or both parties as responsible for the completion of said site work which includes but is not limited to the removal and repaving of parking areas, striping of new parking spaces and reinstallation of existing parking signs; and
3. The two access way notes found on Sheet C2.1 reading "6' wide access way to the City of Portland from..." shall be consolidated into one note reading "Maintain a 12-foot wide vehicles and pedestrian public access centered on the lease limit line"; and
4. In accordance with the supplied lease agreement signed on January 9, 1992 with the City of Portland for off-site parking, the applicant shall supply written authorization from the Director of the Department of Public Works and the Parks Department for proposed site improvements to the rear parking area.
5. A revised construction management plan that conforms to the city's CMP template shall be submitted for review and approval by the Planning Authority and Department of Public Works.

The approval is based on the submitted plans and the findings related to site plan review standards as contained in the Planning Report for application (2017-086) which is attached.

STANDARD CONDITIONS OF APPROVAL

Please Note: The following standard conditions of approval and requirements apply to all approved site plans:

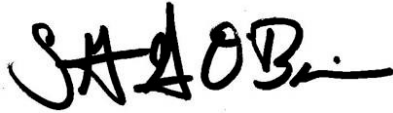
1. **Develop Site According to Plan** The site shall be developed and maintained as depicted on the site plan and in the written submission of the applicant. Modification of any approved site plan or alteration of a parcel which was the subject of site plan approval after May 20, 1974, shall require the prior approval of a revised site plan by the Planning Board or Planning Authority pursuant to the terms of Chapter 14, Land Use, of the Portland City Code.
2. **Separate Building Permits Are Required** This approval does not constitute approval of building plans, which must be reviewed and approved by the City of Portland's Permitting and Inspections Department.
3. **Site Plan Expiration** The site plan approval will be deemed to have expired unless work has commenced within one (1) year of the approval or within a time period up to three (3) years from the approval date as agreed upon in writing by the City and the applicant. Requests to extend approvals must be received before the one (1) year expiration date.
4. **Performance Guarantee and Inspection Fees** A performance guarantee covering the site improvements, inspection fee payment of 2.0% of the guarantee amount and seven (7) final sets of plans must be submitted to and approved by the Planning and Urban Development Department and Public Works Department prior to the release of a building permit, street opening permit or certificate of occupancy for site plans. If you need to make any modifications to the approved plans, you must submit a revised site plan application for staff review and approval.
5. **Defect Guarantee** A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.
6. **Preconstruction Meeting** Prior to the release of a building permit or site construction, a pre-construction meeting shall be held at the project site. This meeting will be held with the contractor, Development Review Coordinator, Public Works representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
7. **Department of Public Works Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning and Urban Development Department, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.

The Development Review Coordinator must be notified five (5) working days prior to the date required for

final site inspection. The Development Review Coordinator can be reached at the Planning and Urban Development Department at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Matthew Grooms at (207) 874-8725

Sincerely,



Stuart G. O'Brien
City Planning Director

Attachments:

1. Staff Review Memo (July 28, 2017)
2. Woodard and Curran Memo (August 4, 2017)
3. City Arborist Email (August 21, 2017)
4. DPW Review Memo (August 29, 2017)
5. T.Y. Lin Review Email (September 6, 2017)
6. T.Y. Lin Review Email (September 21, 2017)
6. Performance Guarantee Packet

Electronic Distribution:

cc: Jeff Levine, AICP, Director of Planning and Urban Development
Barbara Barhydt, Development Review Services Manager, Planning and Urban Development
Matthew Grooms, Planner, Planning and Urban Development
Philip DiPierro, DRC, Planning and Urban Development
Mike Russell, Director of Permitting and Inspections
Ann Machado, Zoning Administrator, Permitting and Inspections
Jonathan Rioux, Deputy Director, Permitting and Inspections
Jeanie Bourke, Plan Reviewer/CEO, Permitting and Inspections
Chris Branch, Director of Public Works
Katherine Earley, Engineering Services Manager, Public Works
Keith Gray, Senior Engineer, Public Works
Doug Roncarati, Stormwater Coordinator, Public Works
Greg Vining, Associate Engineer, Public Works
Michelle Sweeney, Associate Engineer, Public Works
John Low, Associate Engineer, Public Works
Jane Ward, Administration, Public Works
Rhonda Zazzara, Field Inspection Coordinator, Public Works
Jeff Tarling, City Arborist, Public Works
Jeremiah Bartlett, Public Works
Keith Gautreau, Fire
Danielle West-Chuhta, Corporation Counsel
Victoria Volent, Housing Program Manager, Housing and Community Development
Thomas Errico, P.E., TY Lin Associates
Lauren Swett, P.E., Woodard and Curran
Christopher Huff, Assessor

Planning and Urban Development Department Planning Division



July 28, 2017

Nathan Cermelt
Liberty Bay Recovery Center
343 Forest Avenue
Portland, ME 04102

Tom Greer, P.E.
Pinkham and Greer Consulting
Engineers
28 Vannah Ave
Portland, ME 04103

RE: Staff Review Comments for 343 Forest Avenue – Liberty Bay Recovery Center (2017-086)
– Planning Authority Review

Project Name:	Liberty Bay Recovery Center	Project ID:	(2017-086)
Project Address:	343 Forest Avenue	CBL:	112-D004
Applicant:	Nathan Cermelt		
Planner:	Matthew Grooms		

Dear Mr. Cermelt and Mr. Greer,

Thank you for submitting a preliminary Level II Site Plan application for a change of use and site alteration on property located at 343 Forest Avenue within the B-2 Community Business Zone. This project is being reviewed as a preliminary plan subject to the following applicable Land Use Code provisions:

- Site Plan Ordinance, Article V
- B-2 Community Business Ordinance, Article III, Division 10

Final Plan for Planning Board Review: Staff Review Comments

I. Traffic Engineering

1. It is my understanding via a conversation with the applicant's traffic engineer that a traffic study will be prepared for the project. I will provide comments as it relates to traffic impacts upon receipt of the report.
2. The applicant should provide specific details on what parking spaces are being allocated to the proposed project and parking layout/driveway dimensions shall be provided.
3. Access and egress movements should be detailed. It is unclear whether roadways are circulation restrictions. – Are Bank and Fenwick public rights-of-way or private?

II. Environmental Quality/Stormwater Management/Civil Engineering

Woodard & Curran has reviewed the Level II Site Plan Application for the proposed renovation of the property located at 343 Forest Avenue in Portland, Maine. The project primarily involves internal building renovations. Site work includes some pavement improvement work and the construction of a courtyard space.

Documents Reviewed by Woodard & Curran

- Level II Site Plan Application, dated April 10, 2017, prepared by Whipple Calendar Architects, on behalf of Liberty Bay Recovery Center.
- Engineering Plans, Dated June 5, 2017, prepared by Pinkham & Greer, on behalf of Liberty Bay Recovery Center.

Comments

1. The City of Portland requires that all Level II site plan applications submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards (Technical Manual, Section 5. II. Applicability in Portland. C. a. and City of Portland Code of Ordinances Sec. 14-526. Site plan standards. (b). 3. b.). We offer the following comments:
 - a. Basic Standard: Plans, notes, and details should be provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500.
 - b. General Standard: The project will not result in an increase in impervious area and will not create greater than 5,000 square feet of redeveloped non-roof impervious surface. As such, the project is not required to include any specific stormwater management features for stormwater quality control. We encourage the Applicant to review the City's Stormwater Service Charge Credit Manual (available online) to evaluate whether they may want to incorporate stormwater quality treatment measures that qualify for a future Stormwater Service Charge credit.
 - c. Flooding Standard: The project will not result in an increase in impervious area and will not create greater than 5,000 square feet of redeveloped non-roof impervious surface. As such, the project is not required to include any specific stormwater management features to control the rate or quantity of stormwater runoff from the site.
2. The Applicant has provided their wastewater capacity application. The Applicant should verify the need for a grease trap with the City, and if one currently exists. Verification of both wastewater and water service capacity should be provided.

III. Site Design Standards

1. All necessary material as listed under Section 14-527(d) of the Site Plan Ordinance shall be provided by the applicant as required for a preliminary review.
2. The applicant shall provide a parking calculation based upon the proposed uses in line with city standards under Division 20, Off-Street Parking, of the city's land use code.
3. How many beds will this facility contain?
4. Is the applicant proposing any exterior lighting on location? If so, lighting details and associated photometric plans shall be provided.
5. Note – If exterior lighting is provided, fixtures shall be full-cutoff and in full compliance with Section 12 of the Technical Manual.
6. Clearly indicate on applicable plan sheets a boundary line within which site work will be occurring.

7. Of the parking spaces shown, which are allotted for this particular user? This should be clearly delineated within the submitted plans.
8. Please indicate the proposed use for the gravel parking area immediately to the rear of the building at 343 Forest Avenue? The plans do not indicate any site work at this location. Will these parking spaces be available for use by employees/visitors to this facility, or is this parking area being utilized by another user? Please explain.
9. How will solid waste be managed on site? It appears that there is a dumpster enclosure to the rear of the building being proposed. Please note that waste receptacles shall be screened in full compliance with Site Plan standards as found under Section. 14-526.
10. Given the visibility of the rear parking area, would the applicant consider the installation of additional vegetation/landscaping adjacent to these parking spaces?

Additional Submittals Required:

Please upload the digital plans and documents to address staff comments. Upon receipt of the revised material, the City of Portland will review the additional plans and information for conformance with applicable ordinances. Please be aware that an application expires within 120 days of the date upon which this written request for additional information was made and only one set of revised plans may be submitted for review. This is an Administrative Authorization and the Planning Authority will either approve, approve with conditions, or deny the final site plan.

If you have any questions, feel free to contact me at (207) 874-8725 or by email at mgrooms@portlandmaine.gov.

Sincerely,

Matthew Grooms
Planner

Electronic Distribution:

Tuck O'Brien, Planning Division Director
Barbara Barhydt, Development Review Services
Manager
Victoria Morales, Associate Corporation
Counsel

Anne Machado, Zoning Administrator
Captain Keith Gautreau, Fire
Jeff Tarling, City Arborist
Tom Errico, P.E., TY Lin Associates
Lauren Swett, P.E., Woodard & Curran

MEMORANDUM



TO: Matt Grooms, Planner
FROM: Lauren Swett, PE
DATE: August 4, 2017
RE: 343 Forest Avenue Response to Comments

Woodard & Curran has reviewed the response to comments for the proposed renovation of the property located at 343 Forest Avenue in Portland, Maine. The project primarily involves internal building renovations. Site work includes some pavement improvement work and the construction of a courtyard space .

Documents Reviewed by Woodard & Curran

- Level II Site Plan Application Response to Comments, dated August 1, 2017, prepared by Whipple Calendar Architects, on behalf of Liberty Bay Recovery Center.
- Engineering Plans, Dated June 5, 2017, prepared by Pinkham & Greer, on behalf of Liberty Bay Recovery Center.

Comments *(Comments repeated from prior memos are provided in italics)*

1. *The City of Portland requires that all Level II site plan applications submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards (Technical Manual, Section 5. II. Applicability in Portland. C. a. and City of Portland Code of Ordinances Sec. 14-526. Site plan standards. (b). 3. b.). We offer the following comments:*
 - a) *Basic Standard: Plans, notes, and details should be provided to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in accordance with Appendix A, B, & C of MaineDEP Chapter 500. Applicant has shown an "erosion control wattle" on the plans. A detail should be provided.*
 - b) *General Standard: The project will not result in an increase in impervious area and will not create greater than 5,000 square feet of redeveloped non-roof impervious surface. As such, the project is not required to include any specific stormwater management features for stormwater quality control. We encourage the Applicant to review the City's Stormwater Service Charge Credit Manual (available online) to evaluate whether they may want to incorporate stormwater quality treatment measures that qualify for a future Stormwater Service Charge credit. Applicant has acknowledged.*
 - c) *Flooding Standard: The project will not result in an increase in impervious area and will not create greater than 5,000 square feet of redeveloped non-roof impervious surface. As such, the project is not required to include any specific stormwater management features to control the rate or quantity of stormwater runoff from the site. Applicant has acknowledged.*
2. *The Applicant has provided their wastewater capacity application. The Applicant should verify the need for a grease trap with the City, and if one currently exists. Verification of both wastewater and water service capacity should be provided. Applicant has acknowledged that a grease trap will be provided.*
3. We have no other comments at this time.

343 Forest Ave

Jeff Tarling <jst@portlandmaine.gov>
To: Matthew Grooms <mgrooms@portlandmaine.gov>

Mon, Aug 21, 2017 at 9:55 AM

Hi Matt -

It would be good to better define Bank Street and the adjacent parking area, a small landscape island with a tree or two would be the preferred solution to define the parking lot from the right of way.

If this is problematic due to the loss of parking spaces pavement markings should be maintained and the gravel section of Bank Street could be posted for No Parking (the City PW Traffic group might do this since it is in the right of way)

See what you think !

Thanks

Jeff Tarling
City Arborist - City of Portland Maine
Parks, Recreation & Facilities Department
Forestry & Horticulture
212 Canco Road
Portland, ME. 04103
(207) 808-5446
jst@portlandmaine.gov



Memo

To: Matthew Grooms - Planner
From: Keith Gray, PE – Senior Engineer, DPW
Date: August 29, 2017
Re: 343 Forest Ave (2017-086) – Liberty Bay Recovery - Level II Site Plan Application

The following comments/concerns are in regards to the Level II Site Plan Application prepared by Pinkham and Greer, on behalf of the applicant, Liberty Bay Recovery Center., with last plan revision submitted on August 4th, 2017. Please feel free to contact me with questions.

Comments:

General:

- When Fenwick Road and Bank Road were discontinued by the City Council in April of 1994, the ROW on Fenwick Road was divided along the centerline with the northern section retained by the City and the southern portion deeded to Palmer Springs. Please keep in mind that any thru-way would have to be of equal distance from that centerline or what is now defined as the easement line.
- Provide a plan showing proposed grading, stormwater and erosion control within the disturbed areas.
- Provide a detail for parking signage. Can people park there to use the park after hours?

Construction Management Plan:

- Provide a Construction Management Plan that includes: 1) a construction management site plan, 2) a construction schedule (time frame); and 3) a written narrative addressing the categories identified within the enclosed Draft Construction Management Plan General Template.

Survey:

Below are Mr. Bill Scott's comments regarding the Owen Haskell plan for Whipple-Callender Architects, dated May 1, 2017:

1. Needs surveyor's stamp and signature;
2. Both parcels do not close mathematically based on the bearing, distance and curve labels;
3. Fenwick Road has been discontinued. It should not be labeled "Public". A "Public Easement" was retained as part of the discontinuance process;
4. The label about the "discontinued portion of Fenwick Road and Bank Road..." should be relocated so that it's clear that the whole road was discontinued, not just the portion included within the "Memorandum of Lease..." area;
5. There appears to be a typo under the General Notes portion of the plan. There is no deed reference listed for the owner, 164 Realty Inc.
6. There is no deed reference listed for the abutter, Palmer Spring Company.
7. General Note 2 says the bearings are based on Maine State Plane, but the North Arrow is labeled "Magnetic 1971".
8. The bearings at Forest ("S 39-45-00 E") and Fenwick ("N 50-15-00 E") appear to be on a different datum than those labeled at Forest ("N 49-30-01 W") and Bank ("S 40-25-18 W").



Matthew Grooms <mgrooms@portlandmaine.gov>

new parking layout

Tom Errico <thomas.errico@tylin.com>

Wed, Sep 6, 2017 at 3:28 PM

To: Tom Greer <TGreer@pinkhamandgreer.com>, Matthew Grooms <mgrooms@portlandmaine.gov>, Nathan Cermelj <nathan@libertybayrecovery.com>

Cc: Joe Delaney <joe@whipplecallender.com>, Keith Gray <kgray@portlandmaine.gov>

Hi Tom – I have reviewed the revised parking lot layout with City staff and do not find the configuration to be acceptable. We do not believe the parking spaces will provide sufficient vehicle accessibility given the noted dimensions. Please call me if you have any questions or wish to discuss other alternatives you may be considering.

Thanks

Thomas A. Errico, PE

Senior Associate

Traffic Engineering Director

TYLIN INTERNATIONAL

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"One Vision, One Company"

From: Tom Greer [<mailto:TGreer@pinkhamandgreer.com>]

Sent: Wednesday, September 6, 2017 2:30 PM

To: Matthew Grooms <mgrooms@portlandmaine.gov>; Nathan Cermelj <nathan@libertybayrecovery.com>

Cc: Tom Errico <thomas.errico@tylin.com>; Joe Delaney <joe@whipplecallender.com>; Keith Gray <kgray@portlandmaine.gov>

Subject: RE: new parking layout

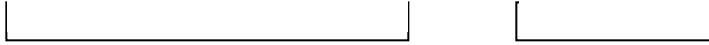
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https://www.libertybayrecovery.com/wp-content/uploads/2015/03/LibertyBay_Booklet-Brochure.pdf

<http://wgme.com/news/local/making-a-difference-portland-recovery-center-expanding>

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Thank you!

--

Matthew Grooms

Planner

Planning Division

City Hall, 389 Congress Street, 4th Floor

Portland, Maine 04101

(207) 874-8725 (T)

(207) 756-8258 (F)

mgrooms@portlandmaine.gov

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.



Matthew Grooms <mgrooms@portlandmaine.gov>

FW: 17123 - 343 Forest Ave

Tom Errico <thomas.errico@tylin.com>

Thu, Sep 21, 2017 at 8:54 AM

To: Tom Greer <TGreer@pinkhamandgreer.com>, "kgray@portlandmaine.gov" <kgray@portlandmaine.gov>

Cc: Matthew Grooms <mgrooms@portlandmaine.gov>, "nathan@libertybayrecovery.com" <nathan@libertybayrecovery.com>, "joe@whipplecallender.com" <joe@whipplecallender.com>

Hi Tom – Keith and I just discussed the plan and we find it to be acceptable with the following comments:

- The plan notes a 12-foot parking aisle width, but also notes that the travel way is 5.75 feet on either side of the center, for a total width of 11.5 feet. If you can provide 12 feet, that is great. We would find an 11.5 foot aisle width to be acceptable.
- We recommend that a “Do Not Enter” sign supplement the pavement markings (markings will wear and be covered with snow).

Please let me know if you have any questions.

Thanks

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
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12 Northbrook Drive
Falmouth, ME 04105
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Twitter | Facebook | LinkedIn | Google+

"One Vision, One Company"

From: Tom Greer [mailto:TGreer@pinkhamandgreer.com]

Sent: Wednesday, September 20, 2017 4:30 PM

To: kgray@portlandmaine.gov

Cc: Matthew Grooms <mgrooms@portlandmaine.gov>; nathan@libertybayrecovery.com; joe@whipplecallender.com;
Tom Errico <thomas.errico@tylin.com>

Subject: FW: 17123 - 343 Forest Ave

[Quoted text hidden]



Jeff Levine, AICP

Director, Planning & Urban Development Department

Performance Guarantee, Inspection Fee, and Infrastructure Financial Contribution Packet

A. Site Plan/Subdivision Performance Guarantees Required

Portland's Land Use Code requires all developers with approved site plan and/or subdivision applications to submit a performance guarantee to the City prior to the start of any construction or site improvements. The performance guarantee represents 100% of the total cost of site improvements, as determined by the City. The code further requires developers to pay an inspection fee of 2% of the performance guarantee amount to the City for the administrative costs associated with inspecting construction activity to ensure that it conforms with plans and specifications. (Portland's Land Use Code, Sections 14-501 and 14-530)

B. Cost Estimate Form and Inspection Fee

The performance guarantee covers major site improvements related to site plan and subdivision review, such as paving, roadway, utility connections, drainage, landscaping, lighting, etc. Please submit an itemized cost estimate form to determine the detailed costs of both public and private site improvements to the Planning Division for review and approval. The cost estimate form is included as [Attachment 1](#). The approved amount on the Cost Estimate form is the amount to be covered by the performance guarantee and is the basis for calculating the 2% inspection fee.

C. Acceptable Types of Performance Guarantees

The accepted forms of a performance guarantee, covering the amount approved on the Cost Estimate form, must be one of the following options consistent with the attached templates, with **NO** exceptions:

1. A letter of credit from a bank/credit union (Attachment 2)
2. A deposit into a bank-held escrow account (Attachment 3)
3. A deposit into a City-held escrow account (Attachment 4)

NOTE: No land use application of any kind shall be processed, reviewed or issued, no signed subdivision plat shall be released or recorded, and no building permit of any kind shall be issued unless all fees have been paid and every aspect of the proposed development is in compliance with City Codes as determined by the Development Review Coordinator in the Planning Division.

The developer is eligible to receive up to three reductions from the performance guarantee in a calendar year equal to the estimated cost of the completed improvements. In no case, however, shall any performance guarantee be reduced 1) in any line item where improvements remain to be completed; or 2) to a value which is less than the estimated cost of completing all remaining required improvements; or 3) to a value less than 10% of the Performance Guarantee.

At the conclusion of the project, the City will release 90% of the performance guarantee after the Development Review Coordinator determines that site improvements have been satisfactorily completed at the time of the final inspection. The City will then retain a 10% defect guarantee to cover the workmanship and durability of materials used in construction. The defect guarantee will be released one (1) year from date of acceptance, subject to the Development Review Coordinator inspecting the site and finding it in compliance with the approved site plan.

D. Housing Replacement Performance Guarantees

For those projects that are subject to Portland's Housing Preservation and Replacement Ordinance (Section 24-483) and have an approved plan, then a performance guarantee is required for housing replacement. An owner or developer must post a performance guarantee in the form of a letter of credit in the amount equivalent to the amount the applicant would have been required to contribute to the City's Housing Fund, if the applicant had chosen that option. The guarantee shall be valid for no more than three years, after which the full amount shall be provided to the City's Housing Trust Fund, if replacement units meeting the code do not have certificates of occupancy. The guarantee can be released upon the issuance of a certificate of occupancy for the replacement units. A suggested template for a Housing Replacement Performance Guarantee is included as Attachment 5.

E. Infrastructure Accounts

Contributions to infrastructure accounts may be required as part of the conditions of site plan approval. The contributions must be submitted prior to the issuance of any permits, unless stated otherwise in the approval. The form for submitted required contributions is included as Attachment 6.

F. Administrative Process for Submitting Performance Guarantee

- **Step 1 - Cost Estimate**
Submit completed cost estimate form to Planning Division for review and approval. Once approved, use this total amount as the performance guarantee amount in Step 2.
- **Step 2 - Performance Guarantee**
Complete a draft of 1 of the 3 attached performance guarantee templates, inputting project specific information into blank and bracketed areas, and submit to the Planning Division for final approval. Once staff approved the draft, the applicant shall submit the official signed original performance guarantee document, which for option 1) or 2) must be on Bank/Credit Union letterhead with original signatures.
- **Step 3 - Submit Performance Guarantee, Inspection Fee, and Infrastructure Contributions**
Submit the final original Performance Guarantee, the required inspection fee, and any infrastructure contributions to the Planning Division. The Planning Division will confirm that the final documents are accurate and acceptable.
- **Step 4 - Release of Recording Plat and Permits**
Only after the performance guarantee is issued, fees paid, and all other conditions of site plan approval and compliance are met, will the recording plat be released for recording at the Cumberland County Registry of Deeds and/or City permits issued.

Contact: Please email the cost estimate form to jdealaman@portlandmaine.gov

After the cost estimate is approved, all subsequent paperwork can be submitted by mail to 389 Congress Street, 4th Floor, Portland, ME 04101, Attn: James Dealaman.

Please call 207-874-8721 with any questions.

Attachments

1. Cost Estimate of Improvements Form
2. Performance Guarantee Letter of Credit Form (with private financial institution)
3. Performance Guarantee Escrow Account Form (with private financial institution)
4. Performance Guarantee Escrow Form with the City of Portland
5. Housing Replacement Performance Guarantee Form
6. Infrastructure Financial Contribution Form with the City of Portland

6. SITE LIGHTING	_____	_____	_____	_____	_____	_____
7. EROSION CONTROL						
Silt Fence	_____	_____	_____	_____	_____	_____
Check Dams	_____	_____	_____	_____	_____	_____
Pipe Inlet/Outlet Protection	_____	_____	_____	_____	_____	_____
Level Lip Spreader	_____	_____	_____	_____	_____	_____
Slope Stabilization	_____	_____	_____	_____	_____	_____
Geotextile	_____	_____	_____	_____	_____	_____
Hay Bale Barriers	_____	_____	_____	_____	_____	_____
Catch Basin Inlet Protection	_____	_____	_____	_____	_____	_____
8. RECREATION AND OPEN SPACE AMENITIES	_____	_____	_____	_____	_____	_____
9. LANDSCAPING (Attach breakdown of the quantities of plant material and unit costs)	_____	_____	_____	_____	_____	_____
10. MISCELLANEOUS	_____	_____	_____	_____	_____	_____
TOTAL:	_____	_____	_____	_____	_____	_____
GRAND TOTAL:	_____	_____	_____	_____	_____	_____

INSPECTION FEE (to be filled out by the City)

	PUBLIC	PRIVATE	TOTAL
A: 2.0% of totals:	_____	_____	_____
<u>or</u>			
B: Alternative Assessment:	_____	_____	_____
Assessed by:	_____	_____	_____
	(name)	(name)	

TEMPLATE – PERFORMANCE GUARANTEE LETTER OF CREDIT

SITE PLAN/SUBDIVISION
PERFORMANCE GUARANTEE
LETTER OF CREDIT
[ACCOUNT NUMBER]

[Date]

Jeff Levine
Director of Planning and Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Re: [Insert: Name of Applicant]
[Insert: Address of Project, Portland, Maine]
[Insert: Application ID #]

[Insert: Name of Bank/Credit Union] (hereinafter referred to as “Bank”) hereby issues its Irrevocable Letter of Credit for the account of [Insert: Name of Applicant] (hereinafter referred to as “Applicant”), held for the exclusive benefit of the City of Portland, in the aggregate amount of [Insert: amount of original performance guarantee]. These funds represent the estimated cost of installing site improvements as depicted on the [Insert: subdivision and/ or site plan], approved on [Insert: Date] and as required under the City of Portland Code of Ordinances Chapter 14 §§ 501, 530 and Chapter 25 §§ 46-65.

The City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw on this Letter of Credit by presentation of a sight draft and the Letter of Credit and all amendments thereto, up to thirty (30) days before or sixty (60) days after its expiration, stating any one of the following:

1. the Applicant has failed to satisfactorily complete the work on the improvements contained within the [Insert: subdivision and/ or site plan] approval, dated [Insert date]; or
2. the Applicant has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
3. the Applicant has failed to notify the City for inspections.

In the event of the Bank’s dishonor of the City’s sight draft, the Bank shall inform the City in writing of the reason or reasons thereof within three (3) business days of the dishonor.

After all underground work has been completed and inspected to the satisfaction of the City, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City may authorize the Bank, by written certification, to reduce the available amount of the escrowed money by a specified amount.

The City of Portland Code of Ordinances Chapter 14 §§ 503 requires the duration of the performance guarantee term to be at least one year. This Letter of Credit will automatically expire on **[Insert date one year from the date of this Letter of Credit]** or on the date when the City determines that all improvements guaranteed herein are satisfactorily completed, whichever comes first (“Expiration Date”), provided that the expiration date does not fall between October 30th and April 15th. It is a condition of this Letter of Credit that the expiration date be automatically extended without amendment for period(s) of one year each from the current Expiration Date hereof, or any future Expiration Date, unless within thirty (30) days prior to any expiration, the Bank notifies the City by certified mail (restricted delivery to Brendan O’Connell, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that the Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event of such notice, the City, in its sole discretion, may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by this Letter of Credit and all amendments thereto, and a statement purportedly signed by the Director of Planning and Urban Development, at Bank’s offices located at _____ stating that:

this drawing results from notification that the Bank has elected not to renew its Letter of Credit No. _____.

On its Expiration Date or on the date the City determines that all improvements guaranteed by this Letter of Credit are satisfactorily completed, this Performance Guarantee Letter of Credit shall be reduced by the City to ten (10) percent of its original amount and shall automatically convert to an Irrevocable Defect Letter of Credit. Written notice of such reduction shall be forwarded by the City to the Bank. The Defect Letter of Credit shall ensure the workmanship and durability of all materials used in the construction of the **[Insert: subdivision and/ or site plan]** approval, dated **[Insert: Date]** as required by City Code §14-501, 530 and shall automatically expire one (1) year from the date of its creation (“Termination Date”).

The City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw on the Defect Letter of Credit by presentation of a sight draft and this Letter of Credit and all amendments thereto, at Bank’s offices located at _____, prior to the Termination Date, stating any one of the following:

1. the Applicant has failed to complete any unfinished improvements; or
2. the Applicant has failed to correct any defects in workmanship; or
3. the Applicant has failed to use durable materials in the construction and installation of improvements contained within the **[Insert: subdivision and/ or site improvements]**.

Date: _____

By: _____

[Name]
[Title]
Its Duly Authorized Agent

TEMPLATE –ESCROW ACCOUNT WITH FINANCIAL INSTITUTION

SITE PLAN/SUBDIVISION

PERFORMANCE GUARANTEE

ESCROW ACCOUNT WITH FINANCIAL INSTITUTION

[ACCOUNT NUMBER]

[Date]

Jeff Levine
Director of Planning and Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Re: [Insert: Name of Applicant]
[Insert: Address of Project, Portland, Maine]
[Insert: Application ID #]

[Insert: Name of Bank/Credit Union] (hereinafter referred to as “Bank”) hereby certifies to the City of Portland that [Bank] will hold the sum of [Insert: amount of original performance guarantee] in an interest-bearing account established with the Bank. These funds shall be held for the exclusive benefit of the City of Portland and shall represent the estimated cost of installing site improvements as depicted on the [Insert: subdivision and/or site plan], approved on [Insert: date] as required under the Portland Code of Ordinances Chapter 14 §§ 501, 530 and Chapter 25 §§ 46-65. All costs associated with establishing, maintaining and disbursing funds from the Escrow Account shall be borne by [Insert: Applicant].

[Bank] will hold these funds as escrow agent for the benefit of the City subject to the following:

The City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw against this Escrow Account by presentation of a draft in the event that:

1. the Applicant has failed to satisfactorily complete the work on the improvements contained within the [Insert: subdivision and/ or site plan] approval, dated [Insert date]; or
2. the Applicant has failed to deliver to the City a deed containing the metes and bounds description of any streets, easements or other improvements required to be deeded to the City; or
3. the Applicant has failed to notify the City for inspections.

In the event of the Bank’s dishonor of the City’s sight draft, the Bank shall inform the City in writing of the reason or reasons thereof within three (3) business days of the dishonor.

After all underground work has been completed and inspected to the satisfaction of the City, including but not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required improvements constructed chiefly below grade, the City may authorize the [Bank], by written certification, to reduce the available amount of the escrowed

money by a specified amount.

The City of Portland Code of Ordinances Chapter 14 §§ 503 requires the duration of the performance guarantee term to be at least one year. This Escrow Account will automatically expire on **[Insert date one year from the date of this Escrow Account]** or on the date when the City determines that all improvements guaranteed herein are satisfactorily completed, whichever comes first (“Expiration Date”), provided that the expiration date does not fall between October 30th and April 15th. It is a condition of this Escrow Account that the expiration date be automatically extended without amendment for period(s) of one year each from the current Expiration Date hereof, or any future Expiration Date, unless within thirty (30) days prior to any expiration, the Bank notifies the City by certified mail (restricted delivery to Brendan O’Connell, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that the Bank elects not to consider this Escrow Account renewed for any such additional period.

In the event of such notice, the City, in its sole discretion, may draw against the Escrow Account by presentation of a sight draft drawn on the Bank and a statement purportedly signed by the Director of Planning and Urban Development, at Bank’s offices located at _____ stating that:

this drawing results from notification that the Bank has elected not to renew its Escrow Account No. _____.

On its Expiration Date or on the date the City determines that all improvements guaranteed by this Escrow Account are satisfactorily completed, this Performance Guarantee shall be reduced by the City to ten (10) percent of its original amount and shall automatically convert to an Irrevocable Defect Guarantee. Written notice of such reduction shall be forwarded by the City to the Bank. The Defect Guarantee shall ensure the workmanship and durability of all materials used in the construction of the **[Insert: subdivision and/ or site plan]** approval, dated **[Insert: Date]** as required by City Code §14-501, 530 and shall automatically expire one (1) year from the date of its creation (“Termination Date”).

The City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw on the Defect Guarantee by presentation of a sight draft at Bank’s offices located at _____, prior to the Termination Date, stating any one of the following:

1. the Applicant has failed to complete any unfinished improvements; or
2. the Applicant has failed to correct any defects in workmanship; or
3. the Applicant has failed to use durable materials in the construction and installation of improvements contained within the **[Insert: subdivision and/ or site improvements]**.

Date: _____

By: _____

[Name]
[Title]
Its Duly Authorized Agent

Seen and Agreed to: **[Applicant]**

By: _____

**TEMPLATE - PERFORMANCE GUARANTEE ESCROW ACCOUNT
with the City of Portland**

Applicant’s Tax Identification Number: _____

Applicant’s Name and Mailing Address: _____

City Account Number: _____

Application ID #: _____

Application of _____ [Applicant] for _____ [Insert
street/Project Name] at _____ [Address], Portland, Maine.

The City of Portland (hereinafter the “City”) will hold the sum of \$_____ [amount of performance
guarantee] on behalf of _____ [Applicant] in a noninterest bearing account
established with the City. This account shall represent the estimated cost of installing
_____ [insert: subdivision and/ or site improvements (as applicable)] as depicted
on the subdivision/site plan, approved on _____ [date] as required under the Portland Code of
Ordinances Chapter 14 §§ 501, 530and Chapter 25 §§46-65.

The City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw
against this Escrow Account in the event that:

1. the Applicant has failed to satisfactorily complete the work on the improvements contained within
the _____ [insert: subdivision and/ or site improvements (as applicable)]
approval, dated _____ [insert date]; or
2. the Applicant has failed to deliver to the City a deed containing the metes and bounds description
of any streets, easements or other improvements required to be deeded to the City; or
3. the Applicant has failed to notify the City for inspections in conjunction with the installation of
improvements noted in paragraph one.

The Director of Planning and Urban Development may draw on this Guarantee, at his/her option, either
thirty days prior to the expiration date contained herein, or s/he may draw against this escrow for a period
not to exceed sixty (60) days after the expiration of this commitment; provided that the Applicant, or its
representative, will give the City written notice, by certified mail (restricted delivery to Brendan O’Connell,
Director of Finance, City of Portland, 389 Congress Street, Room 110, Portland, Maine) of the expiration of
this escrow within sixty (60) days prior thereto.

After all underground work has been completed and inspected to the satisfaction of the City, including but
not limited to sanitary sewers, storm drains, catch basins, manholes, electrical conduits, and other required
improvements constructed chiefly below grade, the City of Portland Director of Planning and Urban
Development or its Director of Finance as provided in Chapter 14 §§ 501, 530 of the Portland Code of
Ordinances, may authorize the City to reduce the available amount of the escrowed money by a specified
amount.

This Guarantee will automatically expire on [Insert date one year from the date of this performance
guarantee] (“Expiration Date”) or on the date when the City determines that all improvements guaranteed
by this Performance Guarantee are satisfactorily completed, whichever is later. At such time, this Guarantee

shall be reduced by the City to ten (10) percent of its original amount and shall automatically

convert to an Irrevocable Defect Guarantee. Written notice of such reduction and conversion shall be forwarded by the City to **[the applicant]**. The Defect Guarantee shall expire one (1) year from the date of its creation and shall ensure the workmanship and durability of all materials used in the construction of the **[Insert: Subdivision and/ or site plan]** approval, dated **[Insert: Date]** as required by City Code §14-501, 525.

The City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw on the Defect Guarantee should any one of the following occur:

1. the Applicant has failed to complete any unfinished improvements; or
2. the Applicant has failed to correct any defects in workmanship; or
3. the Applicant has failed to use durable materials in the construction and installation of improvements contained within the **[Insert: subdivision and/ or site improvements]**.

Seen and Agreed to:

By: _____
[Applicant]

Date: _____

By: _____
****Planning Division Director

Date: _____

By: _____
Development Review Coordinator

Date: _____

Attach **Letter of Approval and Estimated Cost of Improvements** to this form.

Distribution

1. This information will be completed by Planning Staff.
2. The account number can be obtained by calling Cathy Ricker, ext. 8665.
3. The Agreement will be executed with one original signed by the Applicant.
4. The original signed Agreement will be scanned by the Planning Staff then forwarded to the Finance Office, together with a copy of the Cash Receipts Set.
5. ****Signature required if over \$50,000.00.

**TEMPLATE - PERFORMANCE GUARANTEE FOR
COMPLIANCE WITH HOUSING REPLACEMENT ORDINANCE**

Demolition and Housing Replacement
PERFORMANCE GUARANTEE
LETTER OF CREDIT
[ACCOUNT NUMBER]

[Insert Date]

Jeffrey Levine
Director of Planning and Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Re: [Insert Project Address] Demolition and Housing Replacement

[Insert Name of Lender] (“Bank”) hereby issues its Irrevocable Letter of Credit for the account of **[Insert Name of Applicant]** (“Applicants”), held for the exclusive benefit of the City of Portland (“City”), in the aggregate amount of **[Insert exact amount to be determined by the City]**. These funds represent the estimated cost of **[Insert Amount]** for the housing replacement fee applicable to the demolition of **[insert number of units demolished]** dwelling units if no replacement units are constructed, as approved on _____ (“**Demolition Approval**”) and as required under Portland Code of Ordinances Chapter 14-483(j).

In the event that Applicant fails to satisfy its housing replacement obligation, the City, through its Director of Planning and Urban Development and in his/her sole discretion, may draw on this Letter of Credit by presentation of a sight draft and the Letter of Credit and all amendments thereto, if any.

The housing replacement requirement shall be deemed satisfied upon the City’s issuance of a Certificate of Occupancy for **[insert number of units to be replaced]** dwelling units located in the City of Portland provided that the aggregate size of the replacement units will be no less than 80% of the size of the aggregate of the original units.

After construction of each of the replacement units has been completed, the City, as provided in Chapter 14 of the Portland Code of Ordinances, may authorize the Bank, by written certification along with the return of the original of this Letter of Credit, to reduce the available amount of the escrowed money by the full amount of the Letter of Credit.

In the event of the Bank’s dishonor of the City of Portland’s sight draft, the Bank shall inform the City of Portland in writing of the reason or reasons thereof within three (3) business days of the dishonor.

The City of Portland Code of Ordinances Chapter 14 §§ 503 requires the duration of the performance guarantee term to be at least one year. This Letter of Credit will automatically expire on **[Insert date one year from the date of this Letter of Credit]** or on the date when the City determines that all improvements guaranteed herein are satisfactorily completed, whichever comes first (“Expiration Date”), provided that the expiration date does not fall between October 30th and April 15th. It is a condition of this

Letter of Credit that the expiration date be automatically extended without amendment for period(s) of one year each from the current Expiration Date hereof, or any future Expiration Date, unless within thirty (30) days prior to any expiration, the Bank notifies the City by certified mail (restricted delivery to Brendan O'Connell, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that the Bank elects not to consider this Letter of Credit renewed for any such additional period.

In the event that the Bank provides notice of its election to discontinue this Letter of Credit and Applicant has not satisfied its housing replacement obligation, the City, in its sole discretion, may draw hereunder by presentation of a sight draft drawn on the Bank, accompanied by this Letter of Credit and all amendments thereto, and a statement signed by the Director of Planning and Urban Development, at Bank's offices located at Portland Maine stating that:

this drawing results from notification that the Bank has elected to discontinue its Letter of Credit No. _____.

Date: _____ By: _____

[Name]

[Title]

Its Duly Authorized Agent

**Contribution Form (Watershed, Tree, and Infrastructure Accounts)
Planning and Urban Development Department - Planning Division**

Application ID:		Planner:	
Project Name:		Date of Form:	
Project Address:			
Applicant's Name:			
Applicant's Address:			
Project Description:			

TYPE OF CONTRIBUTION	Account #	Project Code	Funds Intended for:	Retained by City	Funds not Expended	Expiration Date:	Amount
Infrastructure #1	710-0000-236-98-00						\$
Infrastructure #2	710-0000-236-98-00						\$
Infrastructure #3	710-0000-236-98-00						\$
TYPE OF CONTRIBUTION	Account #	Project Code	Funds Intended for:				Amount
Infrastructure (Tree Fund)	242-3100-341-00-00	PR0045					\$
Watershed (Nason's Brook)	257-3100-327.10-00	CFUP03					\$
Watershed (Fallbrook)	257-3100-327.10-00	CFUP02					\$
Watershed (Capisc Brook)	257-3100-327.10-00	CFUP01					\$
						Total Amount:	\$

* Funds not expended or encumbered by the expiration date, shall be returned to contributor within 6 months of said date.

* Office Use Only

FORM OF CONTRIBUTION: (Please check the applicable box below for an Infrastructure Account only)

Cash Contribution	<input type="checkbox"/>
Escrow Account	<input type="checkbox"/>

Interest on funds to be paid to contributor only if project is not commenced.

The City shall periodically draw down funds from Public Works, which form shall specify use of City Account # as shown above.

Electronic Distribution:

Tiffany Mullen, Finance Department
 Joanna Coey, Principal Financial Officer, Recreation and Facilities Mgt.
 Stuart O'Brien, City Planning Director
 Barbara Barhydt, Development Review Services Manager, Planning Division
 Jeremiah Bartlett, Public Services Department
 Christopher Branch, Public Services Director

Philip DiPierro, Development Review Coordinator, Planning Division
 Katherine Earley, Engineer Services Manager, Public Services
 Michael Farmer, Project Engineer, Public Services Department
 David Margolis Pineo, Deputy City Engineer, Public Services Department
 Jeff Tarling, City Arborist, Public Services Department
 Planner for the Project