

CITY OF PORTLAND, MAINE

PLANNING BOARD

Sean Dundon, Chair
Brandon Mazer, Vice Chair
David Eaton
David Silk
Austin Smith
Maggie Stanley
Lisa Whited

July 24, 2018

Forefront Partners, L, LP
Attention: Chris Thompson
501 Danforth Street
Portland, ME 04101

Placemaker Partners, LLC
Attention: Chris Thompson
501 Danforth Street
Portland, ME 04101

Project Name:	Hotel Portland	Project ID:	2017-241
Address:	7A Thompson's Point	CBL:	201 A005001
Applicant:	Forefront Hoteliers, L, LP		
Planner:	Shukria Wiar		

Dear Mr. Thompson:

On July 17, 2018, the Planning Board considered a Level III Subdivision and Site Plan application for a 148-room hotel and restaurant building with associated parking, utilities and stormwater management. The Planning Board reviewed the proposal for conformance with the standards of the Site Plan Ordinance and the B-5 and B-5b Urban Commercial Business Zones Design Standards. The Planning Board voted unanimously 7-0 to approve the application with the following conditions as presented below:

Site Plan Review

The Planning Board voted unanimously 7-0 that the plan is in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval:

PRIOR TO THE ISSUANCE OF A BUILDING PERMIT:

1. The applicant shall provide a full construction management plan for review and approval by the Planning Authority and Department of Public Works;
2. The proposed loading zone north of Brick South shall be signed accordingly;
3. The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment and erosion control plan based on City standards and state guidelines. The owner/operator of the approved stormwater management system, and all assigns, shall comply with the conditions of Chapter 32 Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements. A maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form, shall be submitted for review by Corporation Counsel. Once approved, the document shall be signed and recorded at the Cumberland County Registry of Deeds prior to the issuance of a building permit. Please submit final copies to both the Department of Planning and Urban Development and the Department of Public Works;

4. The applicant shall confirm that the queue detection loops required on the I-295 ramps to Congress Street and Fore River Parkway as part of the Traffic Movement Permit, have been installed. If not, the applicant shall comply with the Traffic Movement Permit;

MONITORING CONDITION:

5. The truck activity shall not occur during time periods when pedestrian activity is significant; and
6. The outdoor dining area shall be monitored as it relates to providing adequate space for pedestrian platoons and shall be adjusted in the future if deemed problematic.

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 2017-241 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. Construction Management Plans The applicant, contractor and subcontractors are required to conform to the approved Construction Management Plan, and all conditions contained within the project's approval, for the entire duration of the project. Any amendments to the approved Construction Management Plan shall be reviewed and approved by the Department of Public Works prior to the execution. The Planning Authority and the Department of Public Works have the right to seek revisions to an approved Construction Management Plan. The applicant shall coordinate the project's construction schedule with the timing of

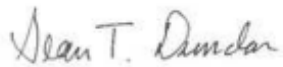
nearby construction activities to avoid cumulative impacts on a neighborhood and prevent unsafe vehicle and pedestrian movements. Accordingly, nearby construction activities could involve a delay in the commencement of construction.

8. Department of Public Works Permits If work or obstructions will occur within the public right-of-way, such as utilities, curb, sidewalk, driveway construction, site deliveries and equipment siting, a Street Opening and/or Occupancy Permit (s) is required for your site. Please contact the Department of Public Works Permit Clerk at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
9. 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 Shukria Wiar at 207.756.8083 or via shukriaw@portlandmaine.gov

Sincerely,



Sean Dundon, Chair
Portland Planning Board

Attachments:

1. Planning Board Report
2. Sample Stormwater Maintenance Agreement
3. Performance Guarantee Packet



PLANNING BOARD REPORT PORTLAND, MAINE

Hotel Portland, Thompson's Point
7A Thompson's Point
Level III Site Plan
2017-241
Forefront Hoteliers, LLC, Applicant

Submitted to: Portland Planning Board: Public Hearing Date: July 17, 2018	Prepared by: Shukria Wiar, Planner Date: July 13, 2018
--	---

I. INTRODUCTION

Forefront Hoteliers, LLC, has requested a Level III site plan review for a construction of a multistory restaurant and hotel building with associated parking, utilities and stormwater management. The project includes the development of Lot 6 of the previously approved Forefront at Thompson's Point Subdivision Plan at Thompson's Point. The hotel will be a 148 room, full service hotel. The total development area consists of 1.15 acres. The site's approved master development plan called for an educational development on this site but a hotel was always a part of the overall Thompson's Point master plan. A time line of the multiple reviews and approvals for this site is below, as background information.

This development is being reviewed by the Planning Board for compliance with the site plan standards. The project is also subject to the B-5 and B-5b Urban Commercial Business Zones standards in the City's Design Manual, which addresses shared infrastructure, the location of buildings to the street, and location of parking lots.

The Planning Board considered the preliminary submission at a workshop on March 22, 2018. The Board members supported the proposed location of the new building but noted there were a number of concerns listed below and staff has worked with the applicant to address these concerns. The applicant summarized the Board's comments and their responses to each comment. Below is an excerpt from the Applicant's staff comments response letter:



Figure 1: Aerial of Propose Site

Comment 1: A board member requested to see a night time rendering with downlighting as it might be seen from the highway.

Applicant's Response: A night-time rendering has been prepared by Opechee Construction Design-Build Firm and enclosed in Attachment W.

Comment 2: A board member requested to see an elevation/rendering of the easterly façade having some type of storefront level presence (restaurant/bar entrance, canopies over doorways, etc.).

Applicant's Response: An updated rendering has been prepared by Opechee Construction Design-Build Firm showing the easterly façade as it matches the most current draft floor plan and is enclosed in Attachment Plan 29.

Comment 3: Board members felt a modification to the westerly elevation would help provide a sense of arrival and added interest to the side of the building first seen from an approaching vehicle.

Applicant's Response: An updated rendering has been prepared by Opechee Construction Design-Build Firm showing the westerly façade improvements and is enclosed in Attachment D. The proposed painted graphic on the westerly façade will provide an improvement to its visual appearance as well as helpful wayfinding.

Staff Response: Caitlin Cameron, Urban Designer, states "...the Planning Board previously commented that the side façade facing the street should increase the amount of fenestration or other elements for legibility and wayfinding. No changes have been proposed to the building design other than the addition of signage on the side. Applicant addressed this in narrative response saying adding windows to the side elevation is not possible.

Comment 4: Board members requested a more detailed picture of how deliveries would work.

Applicant's Response: Delivery and Service areas for the hotel have been separated into smaller areas around the Thompson's Point Campus based on type of delivery. We believe this approach will provide more convenience for delivery vehicles and reduce the impact of deliveries for Hotel Portland and Brick South patrons. Designated "Commercial Loading Zones" will be signed and striped proximate to the destination of the anticipated deliverable. Site plan improvements for delivery and service vehicles are shown on the enclosed Plan Sheet C-3.0 and summarized in the list below.

Type 1 - Hotel Services Delivery Items (i.e. linen, large furniture delivery, pool/utility services, etc.)

Type 1 deliveries will occur on the westerly side of the building. The parallel parking stalls will be restriped with chevrons and signed for Commercial Vehicles Only. This location is proximate to the hotel service elevator and the back of house support staff offices and laundry room.

Type 2 - Trash/Recyclable Enclosure

Type 2 service will also occur on the westerly side of the building in the existing dumpster enclosure. This will be a shared service with the Brick South Event Venue. Smaller trash receptacles will be temporarily stored inside or in the space between Brick South and Hotel Portland east of the buildings

Type 3 - Food & Beverage Delivery

Type 3 deliveries will occur on the northerly side of the Brick South Venue in a re-configured area of the existing parking lot. This re-configured area will provide a 12' wide parallel parking stall with a length sized to accommodate two single-unit box trucks or one tractor trailer truck at a time. The sidewalk will be widened from 8 ft wide to 14 ft wide in this area. This "on-street" delivery location is the most proximate location to the proposed hotel and existing Brick South kitchen services with-out permitting vehicles into the pedestrian alley or courtyard space. This delivery area will function the same as on-street commercial zones in the downtown area.

Comment 5: Board members recommended a site wide wayfinding plan is explored.

Applicant's Response: The applicant is dedicated to improving wayfinding around the site as part of the ongoing TDM initiatives and at the request of the existing tenants and visitors alike; therefore, this issue is currently being addressed in collaboration with all the other users of Thompson's Point including but not limited to Children's Museum and Theatre of Maine, Brick North Tenants, and Portland Trails. The applicant proposes to have a campus wide way-finding plan available for staff review prior to the occupancy of the hotel.

Comment 6: A board member requested clarification to the amount of available parking on the panhandle.

Applicant's Response: The "Panhandle" is estimated to have the capacity for 325-400 vehicles depending on how much of the lot is actively managed. The applicant has given a notice of termination to Concord Coach Lines for the previously discussed parking lease. The termination of this lease will free all "Panhandle" parking spaces by 5/31/2019 and in advance of the hotel opening.

Comment 7: A board member requested the city review a coordinated construction sequencing plan between the CMTM and the Hotel.

Applicant's Response: The applicant has submitted a detailed preliminary construction management plan including an approximate schedule to complete based on a start date. In good faith the applicant is open to sharing a coordinated schedule to the extent practicable with the information available at the time of construction; however, the CMTM schedule is out of the hotel applicants control. The hotel and CMTM projects on Thompson's Point are located on a private road and outside of the public ROW; therefore, the project areas can be shut down to the public as the projects require. The applicant requests that this project is approved without condition because the construction management plan as submitted meets the ordinance.

Staff Response: Based on an email from Bo Kennedy, Applicant's Engineer, "construction on the CMTM, hotel, and CMTM Phase 1 (roadway) are anticipated to start mid-September 2018 after the summer concert series is complete. The roadway will be substantially complete this fall (2018) providing a complete circuitous route around the point and around the lots under construction as well as additional paved parking. Lot 6 (hotel) including ped alley and Lot 7 (CMTM) will be under construction for approximately 12 months (open fall 2019)".

Comment 8: A board member requested to see a plan or summary of the total number of bike racks current and anticipated on all of Thompson's Point.

Applicant's Response: Currently, the existing site substantially exceeds the minimum ordinance requirements for bike racks with a total of 52 spaces. As shown on page 19 of the updated TDM plan dated 03-30-2018 the site will have a minimum of 74 onsite bicycle spaces upon completion of the hotel and CMTM projects. It is noted that, this is a minimum number of spaces because tenants have elected to add additional racks for use by their employees which have not been accounted for in the statistics above.

Comment 9: A board member requested further examination of the potential use of Sewall Street in the TDM plan.

Applicant's Response: Suggestions for formalizing and enhancing existing uses with-in the Sewall Street ROW included in the recently updated TDM document comes as a result of feedback to our management and planning team from the general public and independent transportation consultant. The applicant is receptive to this feedback but will defer to city staff on its viability and implementation.

A total of 283 notices were sent to property owners within 500 feet of the site and a legal ad ran in the Portland Press Herald on July 9th and 10th, 2018.

Applicant: Chris Thompson, Forefront Hoteliers, LLC

Consultants: Bo Kennedy, P.E., Placemaker Partners, LLC; Keith A. Kelly, Architect – Opechee Associates; Charlie Marchese, Surveyor, Sebago Technics.

II. REQUIRED REVIEWS

Review	Applicable Standards
Site Plan	Section 14-526
Design Review	B-5 and B-5b Urban Commercial Business Zones Design Standards

III. PROJECT DATA

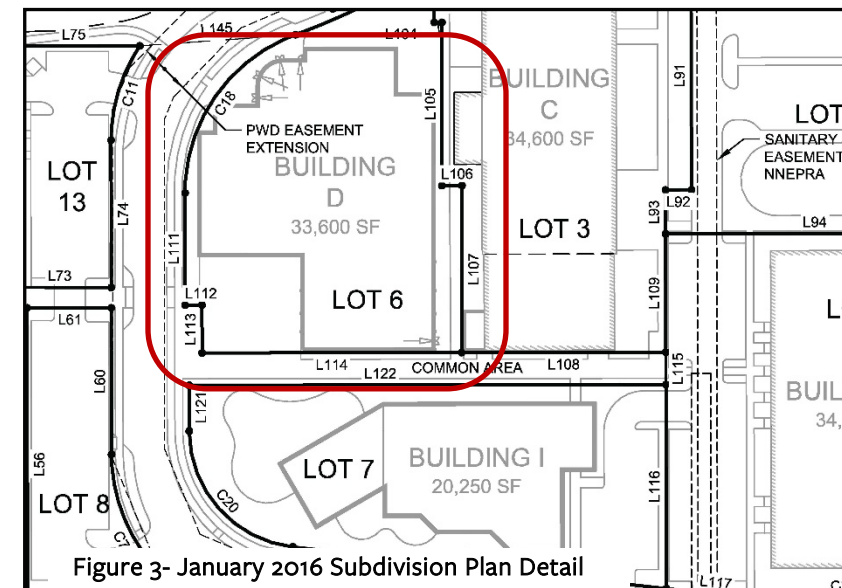
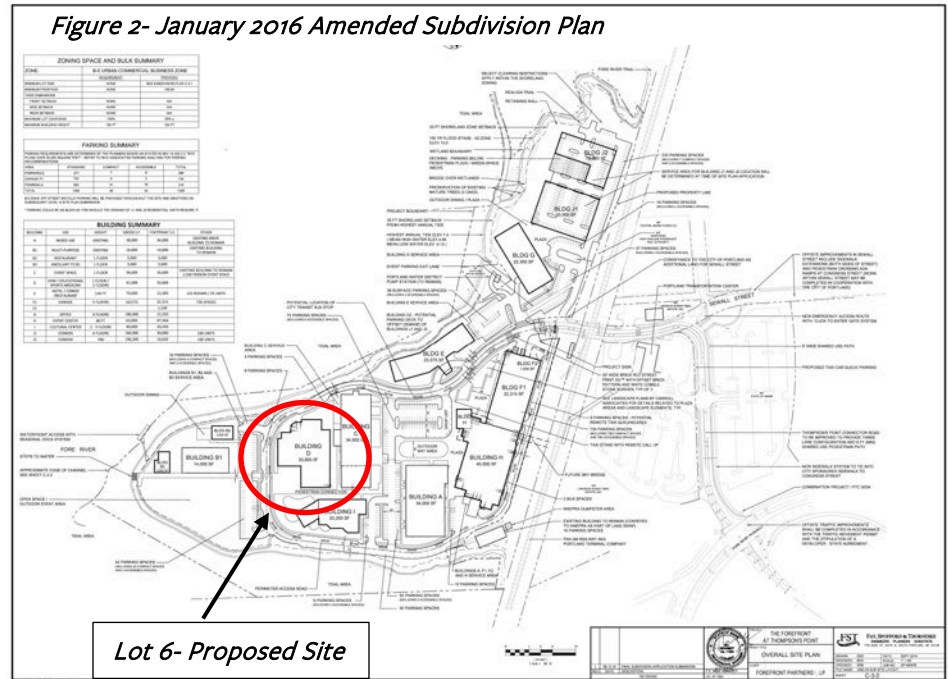
Existing Zoning	B-5
Existing Use	Vacant Lot
Proposed Use	Hotel and Restaurant
Parcel Size	1.15 acres (26.26 acres for Thompson's Point)

	Existing	Proposed	Net Change
Building Footprint	0 SF	19,000 SF	19,000 SF
Building Floor Area	0 SF	90,000 SF	90,000 SF
Impervious Surface Area	76,939 SF	63,124 SF	13,815 SF

Parking Spaces (on site)			
- Proposed Onsite	o	5 (1 Handicapped)	5
- On the Proposed Loop Road	o	8	8
- Per Zoning Requirement	o	None Required	
Bicycle Parking Spaces	o	8	8
Estimated Cost of Project		\$18 Million	

IV. BACKGROUND

Thompson's Point consists of 30+ acres immediately adjacent to the Portland Transportation Center, on a peninsula of land that extends into the Fore River. It has been a continuously occupied industrial site, and in recent years has begun its transition to a mixed-use destination, hosting events at the southern tip of the peninsula and securing new tenants to support the redevelopment of the property. Bound by railroad tracks to the north, surrounded by the Fore River on three sides, it is currently occupied by existing buildings, and a mixture of long term and temporary uses. The site also includes an extension of the Fore River trail. Zoned B-5 (urban commercial mixed-use zone), it is immediately adjacent to residential, industrial, business and resource protection zones. Its size, proximity to both the natural resource of the Fore River and the transit resources of the Portland Transportation Center, and its location at the intersection of a variety of urban contexts make this a unique development site in Portland.



Its size, proximity to both the natural resource of the Fore River and the transit resources of the Portland Transportation Center, and its location at the intersection of a variety of urban contexts make this a unique development site in Portland.

Thompson's Point has been the site of a number of approvals since an initial proposal in 2012. Initially, the site was approved for 600,000 square feet of a mix of uses as a Level III site plan and subdivision, but a Master Development Plan (MDP) was approved in March of 2014 reimagined the 30+ acre site and superseding, subsequently, the 2012 Level III site plan approval. The MDP approval established a cohesive development, allowing for multiple development phases over an extended time frame of six years, with possibilities for extension. An approval of a MDP requires subsequent site plan and subdivision applications with

specific construction proposals towards fulfillment of the overarching approval.

The 2014 MDP approved a host of different uses, consistent with the B-5 zone, including: office, restaurant, retail, educational and cultural uses, an event center, gym and medical office, outdoor stage, boat launch, hotel, parking garage, and residential condominiums.

A revised overall site plan and subdivision plan was approved by the Planning Board in January 2016, and depicts the

most recent site layout, which didn't alter MDP approved uses, total parking, overall site circulation configuration or permitted total square feet of building area. The MDP approval is meant to provide a flexible framework for larger sites to develop over multiple phases and multiple years and is not intended to conclusively fix locations of buildings or locations of uses within the site. The layout approved in the MDP is important for understanding of site plan intent and impacts, including those related to site circulation, infrastructure, stormwater management, and initial design concepts, but the need for submission of site plans for each phase of development assures that the particulars of each will be reviewed under full site plan standards, and reviewed for overall consistency with the MDP. The proposed building and the configuration of parking on lot 6 is consistent with the MDP approval in building location, and general site configuration and circulation.

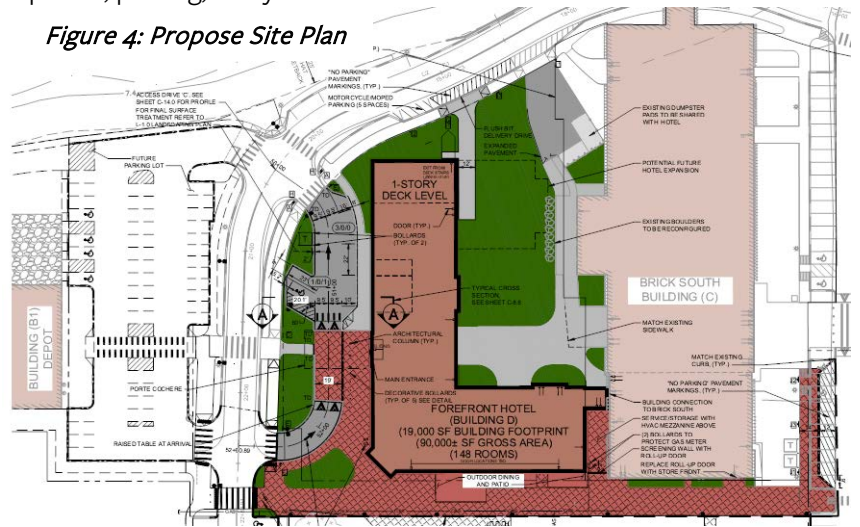
V. EXISTING CONDITIONS

The hotel project parcel is designated as Lot 6 on the approved Subdivision Plat (Plan 1). The total site area is 1.15 acres (50,094 SF) and currently vacant, open lot. The site is bordered by the Brick North building to the west and to the south of the site, future Children's Museum development (Lot 7) is located. The depot and concert grounds are located to the east. To the site's north side, the loop road, parking, and yard area to the Fore River are located.

VI. PROPOSED DEVELOPMENT

The proposal is for Hotel Portland, which is a 148-room hotel, with associated parking spaces and the common pedestrian corridor through the overall development. The building will be connected to the southeast corner of Brick North. The loop road in front of the building has been constructed and will be utilized by the Lot 6 development. The road is a continuation of the private road on Thompson's Point. The site plan includes a 76,939 SF building and onsite parking for five vehicles near the building. Hotel Portland is a four-story building with a porte cochere that is oriented to the street.

Figure 4: Propose Site Plan



Below are the elevations of the proposed building. The development will also include new utilities including water, sanitary, drainage, power, and/or communications extensions, and landscaping.

Figure 5: Front Elevation



Figure 6: East Elevation - View Corridor



The site layout is consistent with the overall master development plan approval – it is generally consistent with the approved layout of buildings, circulation infrastructure, open spaces, and uses, cumulative lot coverage, parking and circulation. The overall proposed site circulation remains closely aligned to the originally approved master development plan.

VII. PUBLIC COMMENT

No comments have been received to date. A neighborhood meeting was held on January 3, 2018 and approximately seven members of the public attended ([Attachment O](#)).

VIII. RIGHT, TITLE, & INTEREST

The applicant has submitted letters of rights to proceed based upon past evidence of Right, Title & Interest. The owner of the property is Forefront Hoteliers, LLC and the deed, recorded at the Cumberland County Registry of Deeds (Book 30781 Page 282), which demonstrates their right, title and interest in the property.

IX. FINANCIAL & TECHNICAL CAPACITY

A financial letter from Bangor Savings Bank, dated 10.31.2017, attesting to the Forefront Hotelier, LLC's ability to complete the project.

X. ZONING ANALYSIS

Thompson's Point lies in the B-5 zone and is also subject to shoreland and floodplain regulations under the city's land use code. The application complies with floodplain and shoreland requirements. The building is not in the floodplain. Shoreland setbacks are a requires minimum 25' for structures from the annual mean high tide line. There are areas on the site plan where the road hugs the 25' line, on the allowable side of that boundary; the proposed activity meets shoreland requirements.

The project meets the requirements of the B-5 zone use and dimensional standards. The B-5 zone allows for a wide range of commercial and mixed uses and encourages urban patterns of development. There are no lot coverage limits or applicable setbacks in the B-5, and there is a height limit of 120 feet. The proposed building has an average height of 55'.

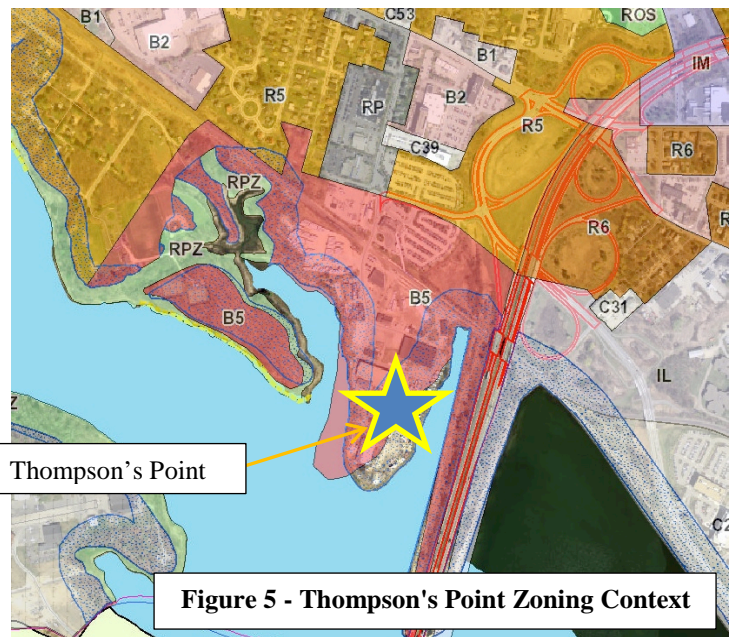


Figure 5 - Thompson's Point Zoning Context

XI. SITE PLAN REVIEW

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's site plan ordinance. Staff comments are below.

A. Transportation Standards

1. Impact on Surrounding Street Systems

As part of the overall master plan for the Point, a traffic movement permit (TMP) was obtained to address impacts on the surrounding street systems. Tom Errico, Consultant Traffic Engineer states the following in regard to the TMP:

The applicant should confirm that the queue detection loops required on the I-295 ramps to Congress Street and Fore River Parkway as part of the Traffic Movement Permit have been installed. If not the applicant shall comply with the TMP.

The master plan also has an approved Transportation Demand Management Plan (TDM) for managing and reducing traffic trips and parking demand. Included in the applicant's application is an update to the approved Transportation Demand Management ([Attachment P](#)). A number of improvements to the surrounding street system have been completed on the Point since the approval of the master plan, thus creating ample conditions to allow the Lot 6 site development to proceed.

2. Access and Circulation

a. Site Access and Circulation

Thompson's Point's relatively isolated peninsula geography has provided access challenges for this site, off-set by its access to multiple forms of transit served at the Portland Transportation Center. As part of the master plan for the Point, there has been extensive coordination between the applicant and the City of Portland to establish a safe and efficient system for all users. Served by Thompson's Point Connector Road, the approved master plan provides for vehicle, transit, bicycle and pedestrian access.

The applicant has worked previously with fire safety and City officials to produce an access and circulation that is easy and safe for all vehicular and pedestrian users for the overall site.

The project has been reviewed and evaluated for compliance with the approved master development plan. Mr. Errico's finds the current application acceptable.

b. Loading and Servicing

Formal loading docks have not been proposed for the site plan, but a service area has been designated on the rear side of the proposed building; this will allow the hotel and restaurant to utilize the area for delivery vehicles.

Mr. Errico's states the following in regard to loading:

It is noted in the application that some off-hour truck deliveries may occur along the east side of the hotel. The applicant should provide specific details on deliveries and the type of trucks anticipated.

Status: The applicant has noted that some infrequent deliveries may occur during off-peak time periods. I find this condition to be reasonable but want to emphasize that truck activity should not occur during time periods when pedestrian activity is significant. The plans also appear to depict a loading zone north of Brick South and I would suggest that be signed accordingly.

c. Sidewalks

Existing sidewalks are on one side of the newly constructed road (Plan 5). The site will also be connected to the 20' pedestrian alley between the site, Brick South, and the future Children's Museum building to the south. As part of the project, the applicant is proposing to have an outdoor dining and patio area for the restaurant within this pedestrian corridor. According to the applicant, the barrier "enclosing the outdoor dining area will be semi-permanent. Some elements are anticipated to mark the corners and key support location and likely be fixed in their location. While the gaps can be removed during winter months for ease of snow clearing". The plans have been revised to show a twenty (20) feet corridor with reduced dining area. Staff do have concerns about any potential pinch points along this corridor due to the outdoor dining areas. Mr. Errico reviewed the proposed pedestrian corridor and finds it acceptable but proposes monitoring of the dining area:

I generally find the site plan to be reasonably acceptable. I do suggest that the pedestrian corridor maintain a minimum width of 20 feet (net width when including the Museum site). This may require some adjustment to the landscape areas. I would also suggest that the crosswalk leading to the "Point" be widened to the width of the crosswalk opposite the hotel.

Status: The plans have been modified and I generally find them to be acceptable. The crosswalk has been widened as requested. I would note that the outdoor dining area should be monitored as it relates to providing adequate space for pedestrian platoons and adjusted in the future if deemed problematic.

Overall site circulation includes sidewalks, crosswalks and trail connections throughout Lot 6 and the entire Thompson's Point site.

3. Public Transit Access

The development is served by the existing transit service at Portland Transportation Center. There is no additional transit facility included as part of this site plan.

4. Parking

a. Location and Number of Parking Spaces

Five surface parking spaces are part of the proposed hotel development, which will be for patrons. The applicant has submitted a parking analysis (Attachment P), in which a parking demand of 63 parking spaces is calculated for the project. The parking demand analysis goes on to state that:

because of the type of hotel and its location, we expect that a significant number of guests will utilize Amtrak's Downeaster service and Concord Coach Lines' service, or will fly into the Portland Jetport and utilize taxis, Uber/Lyft, etc.

Mr. Errico's traffic and parking review provided the following comments on the parking analysis that accompanied the site plan application, all the comments pertaining parking has been, see below:

The applicant should provide a summary of how parking for the hotel will be managed (including location of the parking supply) during both event and non-event time periods.

Status: The applicant has provided details on managing hotel parking (valet parking with flexible parking locations). I find the response to be reasonable and would note that the Event Management Plans will be important to ensuring adequate parking during events. I have no further comment.

How many parking spaces are expected to be required for the Hotel?

Status: The applicant has provided an estimate of 63 parked vehicles. I generally find this estimate to be low and not consistent with other hotel projects in Portland. However, given substantial parking supply opportunities, site management and TDM strategies, parking should be sufficient following completion of the hotel.

During non-event time periods, where would those spaces be likely located? I understand that it may change over time.

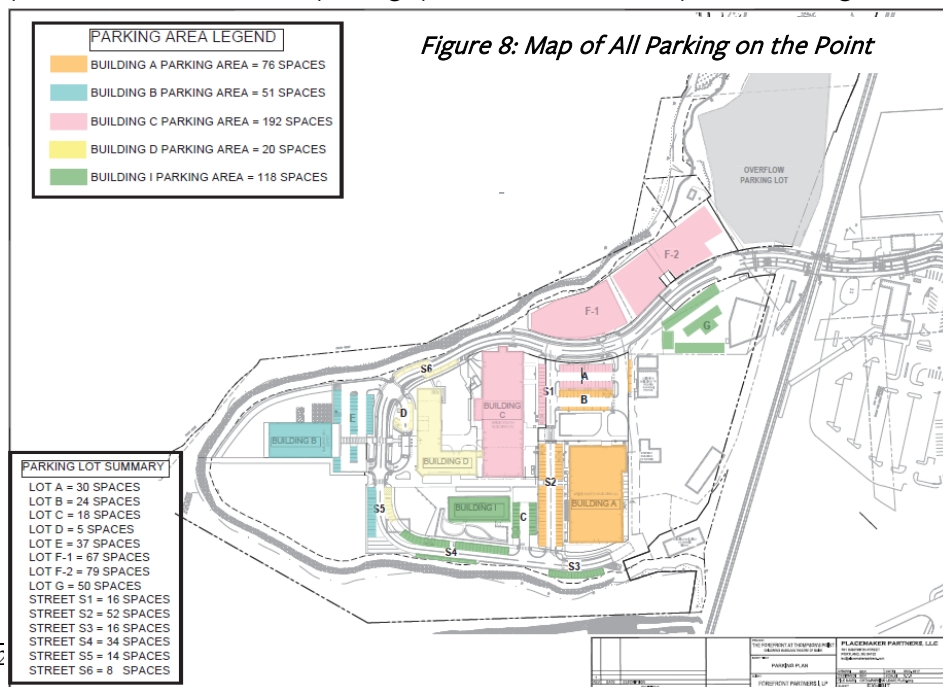
Status: The applicant has noted parking locations will vary and be valet serviced. I find their response to be reasonable. I have no further comment.

During event time periods would the same area be designated for hotel vehicles? (The Event Management Plan does not speak to on-site parking for businesses)

Status: The applicant notes employing a flexible parking supply/management system. Parking should be sufficient following completion of the hotel and will be a function of site parking management practices.

In addition, with these parking spaces, there are on-street parking spaces that will also be provided along the new constructed looped street. The overall site layout contains an adequate number of parking spaces, meeting the City's dimensional requirements. According to the applicant, the Thompson's Point site has over 700 existing shared use surface parking spaces. The map of the parking layout for the site is on the right.

b. Location and number of bicycle parking
 Four bicycle spaces are required, with eight being provided by the applicant,



will be located nearby the hotel entrances.

c. Transportation Demand Management

A Transportation Demand Management (TDM) Plan was approved in September 2011 and reapproved as part of the Point's Master Development Plan in 2013; and an amendment to the TDM was completed in November of 2015. Forefront Partners has submitted an updated Thompson's Point TDM Plan, which is being reviewed as a separate application by Bruce Hyman, the City's Transportation Program Manager, and Nell Donaldson, Senior Planner. Mr. Hyman has provided an update on the TDM review in his email dated 07.13.2018, [Attachment 4](#).

B. Environmental Quality Standards

1. Preservation of Significant Natural Features

Preservation of significant natural features is being met through maintaining a 25' buffer from the annual mean high tide, as required by shoreland regulations.

2. Landscaping and Landscape Preservation

This lot is a vacant site with no existing vegetation. Landscaped islands and landscaping along the front of the hotel are proposed as part of the development. The rear of the building will be lawn with landscaping along the access road, see landscape plan ([Plans 27](#)).

3. Water Quality/Storm Water Management/Erosion Control

The site is currently almost entirely impervious, with no stormwater treatment. There was an overall stormwater management plan that has been reviewed and approved for the Point site as a whole. The applicant has submitted a stormwater management and erosion control plan for this site and meets City's standards as outlined in Section 5 of the Technical Manual, as well as the standards required by the MaineDEP Site Location and Development Permit.

Lauren Swett, Consultant Civil Engineer, commented in her peer review of the revisions presented, are acceptable, with the following additional comments:

- a) Basic Standard: Plans, notes, and details have been 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. Please provide the following information:
- b) General Standard: The project is required to meet the general standard, providing treatment for new impervious surface in accordance with Maine DEP Chapter 500 standards. The project is providing treatment for the entire project area as well as additional area on the site through the use of a Focal Point system and a Jelly Fish system.
- c) Flooding Standard: Thompson's Point has previously received waivers of the Flooding standard. This waiver remains in effect for this project.

With the exception of necessary stormwater discharges, all structures and paved surfaces will be set 25 feet back from high water at the shoreline, as consistent with Shoreland Zoning regulations.

C. Public Infrastructure and Community Safety Standards

a. Consistency with Related Master Plans

The Plan is consistent with the Master Development Plan for the development and is consistent with the City's Comprehensive Plan.

b. Public Safety and Fire Prevention

The proposal has been reviewed for public safety and fire prevention and has been found to allow for emergency response vehicles to move around all areas of the site. It provides for new and existing fire hydrants. A review of fire protection provisions for the site, have been submitted and meets the public safety requirements for the site, except that the "*overhanging canopy, at the front of the hotel must maintain a minimum height of 13'6*".

c. Availability and Capacity of Public Utilities

The applicant has provided letters indicating the capacity to serve for water, sewer, gas, and power. All utility work has been reviewed with conformance with the city's Technical Manual, including all stormwater

management standards. Trash will be stored in dumpsters, eventually to be served by a contracted waste management company.

D. Site Design Standards

1. Massing, Ventilation, and Wind Impact

These standards are concerned primarily with bulk, location, or height of buildings incurring health, safety, unsafe wind conditions, and direct impact of buildings on abutters. Since the site is private and the proposed buildings do not have direct abutters, these standards are not applicable to this site.

2. Shadows

As in the massing standards in 1, above, these standards are concerned with impacts on direct abutters, and are not applicable.

3. Snow and Ice Loading

On-site snow storage will be accommodated along the perimeter of the site, as well as limited snow storage along the west end of the parking areas. In addition, there will be snow removal and off-site disposal.

4. View Corridors

This standard is in regard to impacts on public view corridors and is not applicable.

5. Historic Resources

The property is not in an historic district and contains no designated landmarks. There are no known archeological resources on site.

6. Exterior Lighting

Lighting information has been submitted as Plan 26 and are consistent to the fixtures previously approved. Fixture labelled "H" shall only be downward and not upward; up lighting is prohibited. The proposed lighting shall all be full cutoff.

7. Noise and Vibration

The proposal does not anticipate exceeding current noise levels for the permanent uses on the site.

8. Signage and Wayfinding

All signage being proposed will be reviewed and approved by the Department of Permit and Inspections separately.

9. Zoning-Related Design Standards

Zoning-related design standards encourage dense, mixed-use development, and attractive pedestrian environments. The Design Manual standards for the B-5 zone encourages shared circulation, parking and transportation infrastructure wherever possible, and several standards for building orientation towards public streets. Caitlin Cameron, Urban Designer, Shukria Wiar, Planner, Nell Donaldson, Senior Planner reviewed the project against design standards. Ms. Cameron states the following in reference to development on the Point:

Thompson's Point has an anomalous site in that it is an isolated campus on the water without an urban context or street connectivity to the city. Therefore, some of the standards of the B-5 are harder to apply in this case due to the unusual lots that vary in size, orientation, and relationship to the private vehicular road. The Master Development Plan created a layout that orients buildings to an interior pedestrian alley that essentially acts as a circulation spine through the site.

Ms. Cameron has found the proposal to be in general compliance, however, there is recommended improvement under a couple of the standards have not been met. Excerpt from Ms. Cameron memo is below:

(c) B-5 and B-5b Urban Commercial Business Zones Standard (1) a. Shared Infrastructure

Staff Comment: The project will share a pedestrian walkway, sidewalks, and new road and on-street parking with surrounding developments of Thompson's Point. Staff continue to be concerned about the encroachment of the outdoor dining into the pedestrian alley, impeding circulation, clear line of sight.

Standard (1) b. Buildings and Uses shall be located close to the street . . . Corner lots shall fill into the corner

and shall provide an architectural presence and focus to mark the corner.

Staff Comment: The building is oriented to create visibility and long views to traffic passing on I-295. This orientation comes at the cost of the vehicular experience of the building which, on approach, sees the back of house and side views of the building. To address this condition, the Planning Board previously commented that the side façade facing the street should increase the amount of fenestration or other elements for legibility and wayfinding. No changes have been proposed to the building design other than the addition of signage on the side. Applicant addressed this in narrative response saying adding windows to the side elevation is not possible.

Standard (1) d. Parking lots shall be located to the maximum extent practicable toward the rear . . .

Staff Comment: The parking is provided in a shared parking lot behind the buildings. Parking between the street and building has been reduced – there remain five temporary surface spaces between the hotel building and the road for drop-off, hotel check-in, and ADA accessible spaces – staff would prefer to see these minimized or screened from the sidewalk/street as much as possible.

XIV. STAFF RECOMMENDATIONS

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the proposed subdivision and site plan for the Portland Hotel at Thompson's Point.

XV. PROPOSED MOTIONS

A. DEVELOPMENT REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the Planning Board Report for the public hearing on July 17, 2018 for application 2017-241 relevant to the site plan regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **[is /is not]** in conformance with the site plan standards of the land use code, subject to the following conditions of approval:

A. Prior to the issuance of a building permit:

1. The applicant shall provide a full construction management plan for review and approval by the Planning Authority and Department of Public Works; and
2. The outdoor dining area shall be monitored as it relates to providing adequate space for pedestrian platoons and shall be adjusted in the future if deemed problematic; and
3. The proposed loading zone north of Brick South shall be signed accordingly; and
4. The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment and erosion control plan based on City standards and state guidelines. The owner/operator of the approved stormwater management system, and all assigns. shall comply with the conditions of Chapter 32 Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements. A maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form, shall be submitted for review by Corporation Counsel. Once approved, the document shall be signed and recorded at the Cumberland County Registry of Deeds prior to the issuance of a building permit. Please submit final copies to both the Department of Planning and Urban Development and the Department of Public Works; and
5. The applicant shall confirm that the queue detection loops required on the I-295 ramps to Congress Street and Fore River Parkway as part of the Traffic Movement Permit, have been installed. If not, the applicant shall comply with the Traffic Movement Permit.

B. Monitoring Condition:

1. The truck activity shall not occur during time periods when pedestrian activity is significant.

XVI. ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. Traffic Engineer Reviews, dated 07.11.2018
2. Civil Engineer Review, dated 07.13.2018
3. Urban Designer Review, dated 07.11.2018
4. Transportation Program Manager, 07.13.2018

APPLICANT'S SUBMITTALS

- A. Cover Letter, Dated 09.25.2017
- B. Cover Letter, Dated 10.31.2017
- C. Hotel Level III Final Application Form
- D. 2017-0712-Wac-Boring Plan-F1
- E. Level III Submission Supporting Narrative
- F. Conformity with Applicable Design Standards
- G. Supplemental Stormwater Memorandum for Hotel
- H. Updated Trip Generation Revised 09-13-17
- I. Utility Correspondence
- J. Right, Title and Interest and Agent Letter
- K. State, Federal, FAA, Historic Permits
- L. Financial and Technical Capacity
- M. TDM Annual Report 2018.01.23
- N. Interim TDM Update 9.19.2017
- O. Neighborhood Meeting Minutes Hotel
- P. Cover Letter & Parking Assessment
- Q. Final Draft TP TDM Report with Appendices
- R. Re_ Hotel Portland - letter of response # 2
- S. Letter of responses 2018.06.08 LOR # 4
- T. Letter of responses LOR 3 2018.03.09
- U. West Facade W Signage
- V. East Facade W Awnings
- W. Night Time Rendering

PLANS

- | | |
|---------|--|
| PLAN 1 | C-1.0 Cover Sheet |
| PLAN 2 | C-1.1 General Notes and Legend |
| PLAN 3 | C-2.0 Existing Conditions |
| PLAN 4 | C-2.1 Demolition and Removals Plan |
| PLAN 5 | C-3.0 Site Layout Plan |
| PLAN 6 | C-4.0 Utility Plan |
| PLAN 7 | C-5.0 Grading and Drainage Plan |
| PLAN 8 | C-5.1 Stormwater Management Plan - 1 |
| PLAN 9 | C-5.2 Stormwater Management Plan - 2 |
| PLAN 10 | C-6.0 Erosion Control Plan |
| PLAN 11 | C-7.0 Stormwater Details – Jellyfish Systems |
| PLAN 12 | C-7.1 Stormwater Details - Subsurface Water Quality Volume Storage |
| PLAN 13 | C-7.3 Stormwater Details – FocalPoint Separator Row |
| PLAN 14 | C-7.4 Stormwater Details - FocalPoint System Details |
| PLAN 15 | C-8.0 Pavement Sections and Sidewalk Details |
| PLAN 16 | C-8.1 Curbing and Sidewalk Details |
| PLAN 17 | C-8.2 Parking and Traffic Control Details |
| PLAN 18 | C-8.3 Stormwater Details |
| PLAN 19 | C-8.4 Stormwater and Sanitary Sewer Details |
| PLAN 20 | C-8.5 Erosion and Sediment Control Details |
| PLAN 21 | C-8.6 Erosion and Sediment Control Details |
| PLAN 22 | C-8.7 Water and Gas Service Details |
| PLAN 23 | C-8.8 Typical Section |

- PLAN 24 C-9.o Fire Safety Compliance Plan
- PLAN 25 C-14.o Access Drive Profiles
- PLAN 26 Eo.o Photometric Lighting Plan
- PLAN 27 L-1.o Landscape Plan
- PLAN 28 General Construction Management Plan
- PLAN 29 A-1 Building Elevations E-N
- PLAN 30 A-1 Building Elevations
- PLAN 31 A-2 Floor Plan-First
- PLAN 32 A-3 Floor Plans -Upper
- PLAN 33 A-3.1 Floor Plan-Second



Shukria Wiar <shukriaw@portlandmaine.gov>

Thompson's Point Hotel - Final Traffic Comments

Tom Errico <thomas.errico@tylin.com>

Thu, Jul 12, 2018 at 7:48 AM

To: Shukria Wiar <shukriaw@portlandmaine.gov>

Cc: Keith Gray <kgray@portlandmaine.gov>, Bruce Hyman <bhyman@portlandmaine.gov>, Jeremiah Bartlett <JBartlett@portlandmaine.gov>, "Jeff Tarling (JST@portlandmaine.gov)" <JST@portlandmaine.gov>

Hi Shukria – I have reviewed the application materials and offer the following final comments as a status update of previous traffic comments.

- The applicant has conducted a trip generation analysis and I find the conclusion that the MaineDOT Traffic Movement Permit trip generation threshold will not be exceeded to be acceptable. I would note that this conclusion does not approve the methods used in the trip generation analysis for future site plan applications.

Status: I have no further comment.

- The applicant should provide a summary of how parking for the hotel will be managed (including location of the parking supply) during both event and non-event time periods.

Status: The applicant has provided details on managing hotel parking (valet parking with flexible parking locations). I find the response to be reasonable and would note that the Event Management Plans will be important to ensuring adequate parking during events. I have no further comment.

- I generally find the site plan to be reasonably acceptable. I do suggest that the pedestrian corridor maintain a minimum width of 20 feet (net width when including the Museum site). This may require some adjustment to the landscape areas. I would also suggest that the crosswalk leading to the "Point" be widened to the width of the crosswalk opposite the hotel.

Status: The plans have been modified and I generally find them to be acceptable. The crosswalk has been widened as requested. I would note that the outdoor dining area should be monitored as it relates to providing adequate space for pedestrian platoons and adjusted in the future if deemed problematic.

- It is noted in the application that some off-hour truck deliveries may occur along the east side of the hotel. The applicant should provide specific details on deliveries and the type of trucks anticipated.

Status: The applicant has noted that some infrequent deliveries may occur during off-peak time periods. I find this condition to be reasonable but want to emphasize that truck activity should not occur during time periods when pedestrian activity is significant. The plans also appear to depict a loading zone north of Brick South and I would suggest that be signed accordingly.

- How many parking spaces are expected to be required for the Hotel?

Status: The applicant has provided an estimate of 63 parked vehicles. I generally find this estimate to be low and not consistent with other hotel projects in Portland. However, given substantial parking supply opportunities, site management and TDM strategies, parking should be sufficient following completion of the hotel.

- During non-event time periods, where would those spaces be likely located? I understand that it may change over time.

Status: The applicant has noted parking locations will vary and be valet serviced. I find their response to be reasonable. I have no further comment.

- During event time periods would the same area be designated for hotel vehicles? (The Event Management Plan does not speak to on-site parking for businesses)

Status: The applicant notes employing a flexible parking supply/management system. Parking should be sufficient following completion of the hotel and will be a function of site parking management practices.

- **The applicant should confirm that the queue detection loops required on the I-295 ramps to Congress Street and Fore River Parkway as part of the Traffic Movement Permit have been installed. If not the applicant shall comply with the TMP.**

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

TYLIN INTERNATIONAL

[12 Northbrook Drive](#)

Falmouth, ME 04105

+1.207.781.4721 main

+1.207.347.4354 direct

+1.207.400.0719 mobile

+1.207.781.4753 fax

thomas.errico@tylin.com

Visit us online at www.tylin.com

[Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Google+](#)

"One Vision, One Company"

MEMORANDUM



TO: Shukria Wiar, Planner
FROM: Lauren Swett, P.E.
DATE: July 13, 2018
RE: Thompson's Point Forefront Hotel Peer Review, Level III Site Plan

Woodard & Curran has reviewed the Level III Site Plan Application for the proposed Forefront Hotel at Thompson's Point in Portland, Maine. The project involves construction of a 5-story, 148 room hotel with a restaurant and bar.

Documents Reviewed by Woodard & Curran

- Response to Comments Letter and attachments, dated June 8, 2018, prepared by Placemaker Partners, LLC, on behalf of Forefront Hoteliers, LLC.
- Revised Engineering Plans, Sheets C-3.0, C-6.0, C-9.0; dated June 8, 2018, prepared by Placemaker Partners, LLC, on behalf of Forefront Hoteliers, LLC.

Comments

- 1) In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to 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:
 - a) Basic Standard: Plans, notes, and details have been 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. Please provide the following information:
 - b) General Standard: The project is required to meet the general standard, providing treatment for new impervious surface in accordance with Maine DEP Chapter 500 standards. The project is providing treatment for the entire project area as well as additional area on the site through the use of a Focal Point system and a Jelly Fish system.
 - c) Flooding Standard: Thompson's Point has previously received waivers of the Flooding standard. This waiver remains in effect for this project.

All comments have been addressed at this time.

Please contact our office if you have any questions.



Planning and Urban Development Department Planning Division

Subject: B-5 Design Review – Forefront Hotel, 1 Thompsons Point

Written by: Caitlin Cameron, Urban Designer

Date of Review: Tuesday, June 26, 2018

The project at 1 Thompson's Point for the Forefront Hotel was reviewed according to the *City of Portland Design Manual* section B-5 and B-5b Urban Commercial Business Zone Design Standards by Caitlin Cameron, Urban Designer, Shukria Wiar, Planner, and Matt Grooms, Planner.

Design Review Comments: (*concerns are marked in red*)

- Project includes lawn space in the alley – this is not appropriate or viable and should be eliminated. Same for the landscaped space between the road and the entry drive – understory plantings with curb or hardscape will be more viable in these locations.

Thompson's Point has an anomalous site in that it is an isolated campus on the water without an urban context or street connectivity to the city. Therefore, some of the standards of the B-5 are harder to apply in this case due to the unusual lots that vary in size, orientation, and relationship to the private vehicular road. The Master Development Plan approved a layout that orients buildings to an interior pedestrian alley that essentially acts as a circulation spine through the site.

(c) B-5 and B-5b Urban Commercial Business Zones

Standard (1) a. Shared Infrastructure – The project will share a pedestrian walkway, sidewalks, and new road and on-street parking with surrounding developments of Thompson's Point. **Staff continue to be concerned about the encroachment of the outdoor dining into the pedestrian alley, impeding circulation, clear line of sight.**

Standard (1) b. Buildings and Uses shall be located close to the street . . . Corner lots shall fill into the corner and shall provide an architectural presence and focus to mark the corner. – The building is oriented to create visibility and long views to traffic passing on I-295. This orientation comes at the cost of the vehicular experience of the building which, on approach, sees the back of house and side views of the building. **To address this condition, the Planning Board previously commented that the side façade facing the street should increase the amount of fenestration or other elements for legibility and wayfinding. No changes have been proposed to the building design other than the addition of signage on the side. Applicant addressed this in narrative response saying adding windows to the side elevation is not possible.**

Standard (1) c. Buildings shall be oriented toward the street . . . – The L-shaped building places the corner at the intersection of the pedestrian alley and the vehicular road. The corner and hotel entrance are each emphasized with a glass "tower" design feature. The porte cochere, hotel entrance, and long façade of the L-shaped building face towards the vehicular street and south towards the water and orient to I-295.

Standard (1) d. Parking lots shall be located to the maximum extent practicable toward the rear . . . The parking is provided in a shared parking lot behind the buildings. Parking between the street and building has been reduced – **there remain five temporary surface spaces between the hotel building and the road for drop-off, hotel check-in, and ADA accessible spaces – staff would prefer to see these minimized or screened from the sidewalk/street as much as possible.**



Shukria Wiar <shukriaw@portlandmaine.gov>

Thompson's Point Transportation Demand Management Planning: Status Report

Bruce Hyman <bhyman@portlandmaine.gov>
To: Shukria Wiar <shukriaw@portlandmaine.gov>

Fri, Jul 13, 2018 at 11:05 AM

Good morning, Shukria,

The Forefront at Thompson's Point has submitted updated materials for their evolving TDM planning. The original TDM Plan envisioned a somewhat different development program and time-line for full build-out in 2011. City staff received an updated and fully restructured TDM report in January 2018 and a revised Draft TDM Plan in March 2018 was submitted responsive to staff comments.

Last week, staff received a complete set of existing and near-term 'Tenant Snapshots' that provide:

- individual tenant overview
- tenant-specific TDM initiatives
- Thompson's Pt requested support from the businesses
- employee profiles
- customer profiles.

As part of its Traffic Movement Permit, Thompson's Point was permitted for a maximum of 734 AM peak vehicle trips and 1091 PM peak vehicle trips. It is estimated that current tenants create 141 AM peak vehicle trips and 246 PM peak vehicle trips. With the addition of the Hotel (under review now) and the Childrens' Museum (under construction) it is estimated that this weekday AM peak traffic will increase to 246 vehicle trips and 354 PM peak vehicle trips once both are fully operational. This is will be below its permitted weekday peak trip levels.

Current parking on-site is approximately 700 spaces (200 paved/500 unpaved) with that number anticipated to increase to 1,300 spaces at full build-out.

The overall TDM program establishes a vehicle trip reduction target of 10% with an additional 5% reduction after the Hotel and Childrens' Museum are operating for a period of time.

Multimodal goals are for 10% of employee trips and 45% of visitor trips to the site will be multi-modal (walk, bike, transit, carpooling, Uber/Lyft). Specific marketing and outreach strategies for each of these "Priority Groups (employees and visitors) are provided for each tenant in the Snapshots.

The TDM plan provides a specific process to monitor and reassess parking and vehicle trip reduction targets annually based on their effectiveness.

A new full-time general manager for the site that is also the TDM Coordinator has been hired and has experience in implementing TDM strategies.

Overall, city staff are very supportive of the innovative approach reflected in this latest TDM Plan that is based on best-practices research the Forefront's TDM consultants have conducted at similar sites nationally. Staff looks forward to discussing these latest draft documents with them in the coming weeks.

I have attached the draft Tenant Snapshot for the Hotel Portland. Please don't hesitate to contact me if you or the Board have any questions.

Bruce

--

Bruce Hyman
Transportation Program Manager
Transportation Division

Department of Planning & Urban Development
389 Congress Street
Portland, Maine 04101
(207) 874-8717 phone

bhyman@portlandmaine.gov

<http://www.portlandmaine.gov/1363/Transportation-Division>

Yes! Transportation's Good Here



ThompsonsPtTDM_HotelPortland-DraftTenantSnapshot_ Mar30-2018.pdf

172K

Appendix A: Hotel Portland Tenant Snapshot



TENANT TDM SNAPSHOT

Company Information

Company Name:	Website:	
TDM Contact:	Ph:	Email:
Business profile and additional comments:	Sq. ft.:	# of emplys:
	Estimated customer volumes:	Daily: U 50 50-200 200-500 500+
	Special events:	U 50 50-200 200-500 500+

Employee Focused TDM Information

Transportation Mode	Modal Split Employee Commute Methods				OTHER / COMMENTS	Employee Focused TDM Initiatives	% ADOPTION
	SOV	%	PUBLIC	%			
CARPOOL			BIKE		Initiative 1:		
TAXI (UBER, LYFT)			FOOT		Initiative 2:		
					Initiative 3:		

DETAILED DESCRIPTIONS ON PAGE 2

Customer Focused TDM Information

Transportation Mode	Modal Split Customer Commute Methods				OTHER / COMMENTS	Customer Focused TDM Initiatives	% ADOPTION
	SOV	%	PUBLIC	%			
CARPOOL			BIKE		Initiative 1:		
TAXI (UBER, LYFT)			FOOT		Initiative 2:		
					Initiative 3:		

DETAILED DESCRIPTIONS ON PAGE 2

Customer Information - Check all that apply

U 21	%	OTHER / COMMENTS	FAMILIES	SCHOOLS	OTHER / COMMENTS
21 - 35			LARGE GROUPS	BUSINESSES	
36 - 59			LOCAL	NON-PROFITS	
60 +			OUT OF STATE	GOVERNMENT	



TENANT TDM SNAPSHOT

Employee Focused TDM Initiatives

Initiative 1:

Future initiatives, TDM developments

Initiative 2:

Initiative 3:

Customer Focused TDM Initiatives

Initiative 1:

Future initiatives, TDM developments

Initiative 2:

Initiative 3:

**STORMWATER DRAINAGE SYSTEM
MAINTENANCE AGREEMENT**

For SUBDIVISIONS

IN CONSIDERATION OF the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed _____ (name of developments and project number) shown on the Subdivision Plat (Exhibit A) recorded in Cumberland Registry of Deeds in Plan Book ____, Page ____ submitted by _____, and associated Grading, Drainage & Erosion Control Plan (*insert correct name of plan*) (Exhibit B) prepared by _____ (engineer/agent) of _____(address) dated and pursuant to a condition thereof, _____ (name of owner), a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of _____, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the “Owner”), as follows:

Maintenance Agreement

That it, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the _____ (*details of the system such as underdrained subsurface sand filter BMP system, rain gardens, storm drain pipes, underdrain pipes, catch basins*), (hereinafter collectively referred to as the “stormwater system”), as shown on the _____ Plan in Exhibit B and in strict compliance with the approved Stormwater Maintenance and Inspection Agreement (*insert correct name of document*) prepared for the Owner by _____ (copy attached in Exhibit C) and Chapter 32 of the Portland City Code.

Owner of the subject premises further agrees, at its own cost, to keep a Stormwater Maintenance Log. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the subdivision and/or site plan most recently and formally approved by the Planning Board of the City of Portland.

This agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon the Owner's successors and assigns as their interests may from time to time appear.

The Owner agrees to record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this agreement and release "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. The real estate shown by chart, block and lot number in the records on file in the City Assessor's office shall constitute "the property" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax roles on file in the City Assessor's Office.

If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or liening it or create a cause of action against the City.

Dated at Portland, Maine this _____ day of _____, 2014.

(name of company)

(representative of owner, name and title)

STATE OF MAINE
CUMBERLAND, ss.

Date: _____

Personally appeared the above-named _____(name and title), and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public/Attorney at Law
Print name: _____

Exhibit A: Subdivision Plat as recorded

Exhibit B: Approved Grading and Drainage Plan (name of the plan showing the Stormwater System in detail)

Exhibit C: Approved Stormwater Maintenance and Inspection Agreement

Portland, Maine



Yes. Life's good here.

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 years 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, provided that the expiration

date does not fall between October 30th and April 15th.

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 plan]**.

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						\$
TYPE OF CONTRIBUTION	Account #	Project Code	Funds Intended for:				Amount
Transportation Fund	710-0000-238-01-00						\$
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 (Capisic 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
Escrow Account

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