

CITY OF PORTLAND, MAINE

PLANNING BOARD

Stuart O'Brien, Chair
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April 15, 2015

Kamlesh Patel
Portland Hotels, Inc.
1200 Brighton Avenue
Portland, ME 04102

Bill Walsh
Walsh Engineering Associates
1 Karen Drive, Suite 2A
Westbrook, ME 04092

Project Name:	Hotel Redevelopment	Project ID:	2014-220
Address:	1210 Brighton Avenue	CBL:	265 A 1
Applicant:	Portland Hotels, Inc.		
Planner:	Nell Donaldson		

Dear Mr. Patel:

On April 14, 2015, the Planning Board considered your hotel redevelopment proposed for 1210 Brighton Avenue. The Planning Board reviewed the proposal for conformance with the standards of the site plan ordinance, Article V of the land use code, and voted 5-0 (Boepple and O'Brien absent) to approve the application subject to the following conditions, which must be met prior to the issuance of a building permit unless otherwise stated:

1. The applicant shall provide a copy of the notice of intent to comply with the Maine Construction General Permit for review and approval by the Planning Authority;
2. The applicant shall submit a traffic signal design plan for the Brighton Avenue/Riverside Street intersection for review and approval by the Department of Public Services;
3. The applicant shall provide:
 - a. revised plans, as necessary, to depict the final location of a transit facility along the site's Brighton Avenue frontage in accordance with *Section 14-526(a)3.a* and in consultation with Greater Portland METRO, to be reviewed and approved by the Department of Public Services and the Planning Authority, and
 - b. a public access easement for the purposes of this transit facility, to be reviewed and approved by Corporation Counsel and the Planning Authority;
4. The applicant shall provide documentation, in both written and photographic form, of the condition of the stormwater outfall labeled AP#2 on Sheet D2.0 and provide design details for any additional stabilization measures required, to be reviewed and approved by the Department of Public Services;
5. The applicant shall draft and obtain a construction and drainage easement from the City of Portland for the areas associated with the riprap swales along the eastern boundary of the site, to be reviewed and approved by Corporation Counsel and the Planning Authority;
6. The applicant shall provide confirmation from the City of Westbrook that sanitary wastewater service can be provided via an interlocal agreement to be formalized between the City of Portland and the City of Westbrook, to be reviewed and approved by the Planning Authority;

7. Should additional lighting be proposed, the applicant shall provide a revised lighting plan and cut sheets meeting the standards of the city's Technical Manual for review and approval by the Planning Authority; and
8. Prior to the issuance of a certificate of occupancy, the applicant shall provide specifications for proposed signs and HVAC equipment, meeting the standards of the B-4 zone, for review and approval by the Zoning Administrator.

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 2014-220 which is attached.

STANDARD CONDITIONS OF APPROVAL

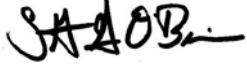
Please note the following standard conditions of approval and requirements for all approved site plans:

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 Inspection Division.
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 Division and Public Services 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 Service's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the Development Review Coordinator will confirm that the contractor is working from the approved site plan. The site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
7. **Department of Public Services Permits** If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8828. (Only excavators licensed by the City of Portland are eligible.)
8. **As-Built Final Plans** Final sets of as-built plans shall be submitted digitally to the Planning Division, on a CD or DVD, in AutoCAD format (*.dwg), release AutoCAD 2005 or greater.

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 Division at 874-8632. All site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.

If there are any questions, please contact Nell Donaldson at (207) 874-8723.

Sincerely,



Stuart O'Brien, Chair
Portland Planning Board

Attachments:

1. Planning Board Report
2. Performance Guarantee Packet

Electronic Distribution:

cc: Jeff Levine, AICP, Director of Planning and Urban Development
Alexander Jaegerman, FAICP, Planning Division Director
Barbara Barhydt, Development Review Services Manager
Nell Donaldson, Planner/Senior Planner
Philip DiPierro, Development Review Coordinator, Planning
Ann Machado, Acting Zoning Administrator, Inspections Division
Tammy Munson, Inspections Division Director
Jonathan Rioux, Inspections Division Deputy Director
Jeanie Bourke, Plan Reviewer/CEO, Inspections Division
Lannie Dobson, Administration, Inspections Division
Brad Saucier, Administration, Inspections Division
Michael Bobinsky, Public Services Director
Katherine Earley, Engineering Services Manager, Public Services
Bill Clark, Project Engineer, Public Services
David Margolis-Pineo, Deputy City Engineer, Public Services
Doug Roncarati, Stormwater Coordinator, Public Services
Greg Vining, Associate Engineer, Public Services
Michelle Sweeney, Associate Engineer
John Low, Associate Engineer, Public Services
Rhonda Zazzara, Field Inspection Coordinator, Public Services
Mike Farmer, Project Engineer, Public Services
Jane Ward, Administration, Public Services
Jeff Tarling, City Arborist, Public Services
Jeremiah Bartlett, Public Services
Keith Gautreau, Fire Department
Jennifer Thompson, Corporation Counsel
Thomas Errico, P.E., TY Lin Associates
David Senus, P.E., Woodard and Curran
Rick Blackburn, Assessor's Department
Approval Letter File



PLANNING BOARD REPORT PORTLAND, MAINE

Hotel Redevelopment
1210 Brighton Avenue
Level III Site Plan Review
2014-220
Portland Hotels, Inc., Applicant

Submitted to: Portland Planning Board Public Hearing Date: April 14, 2015 (<i>tabled from March 24, 2015</i>)	Prepared by: Nell Donaldson, Planner Date: April 8, 2015 CBL: 265-A-001
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I. INTRODUCTION

Portland Hotels, Inc. is requesting a Level III site plan review for the redevelopment of a parcel at 1210 Brighton Avenue. The site is located on the Portland/Westbrook line, and is currently occupied by a Travelodge motel. The applicant proposes to demolish the existing building and construct a four-story, 86-room hotel in its place.

A total of 47 notices were sent to property owners within 500 feet of the site and a legal ad ran on March 17 and 18, 2015.

Applicant: Portland Hotels, Inc.

Consultants: Bill Walsh, Walsh Engineering Associates; Robert Foster, Robert J. Foster, Architect; Owen Haskell, Surveyor

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Site Plan	<i>Section 14-526</i>

III. PROJECT DATA

Existing Zoning	B-4
Existing Use	Motel
Proposed Use	Hotel
Parcel Size	155,014 (3.55 ac.) including 28,909 SF area leased to Denny's

	<i>Existing*</i>	<i>Proposed*</i>	<i>Net Change*</i>
Building Footprint	22,160 SF	16,202 SF	-5,958 SF
Building Floor Area	44,320 SF	56,232 SF	11,912 SF
Impervious Surface Area	93,655 SF	79,092 SF	-14,563 SF
Parking Spaces	114	107	-7
Bicycle Parking Spaces	0	6	6 (meets zoning)
Estimated Cost of Project	\$5,300,000		

* Figures reflect the hotel portion of the site alone, exclusive of Denny's

IV. CONTEXT & EXISTING CONDITIONS

The 1210 Brighton Avenue site lies directly west of the Maine Turnpike at the intersection of Riverside Street and Brighton Avenue. The western property line of the site is contiguous with the city's Westbrook border. A Pike Industries pit abuts the site's rear, city property lies to the east along the Turnpike right-of-way, and a vacant lot (formerly a Mobil station) and a Napa Auto Care Center neighbor the site to the north. A Motel 6 sits across Brighton Avenue. The Westbrook Crossing shopping center, anchored by Shaw's and Kohl's, can be found to the immediate northwest.

Altogether, the site is over three acres in size and includes land held by Denny's restaurant under a long-term lease agreement. At present, a 135-room Travelodge motel sits on the eastern three quarters of the site, with Denny's occupying the parcel's remainder. Surface parking surrounds both of these uses, and the vast majority of the site is currently impervious. Pedestrian and vehicular access is via a light at the Brighton Avenue/Riverside Street intersection.



Figure 1: 1210 Brighton Avenue site, existing conditions



Figures 2 and 3: 1210 Brighton Avenue site from Brighton Avenue, with Denny's (at right), former Mobil station lot (center), and Napa Auto Care Center (left); Elevation showing proposed hotel from Brighton Avenue (bottom)

V. PROPOSED DEVELOPMENT

The applicant proposes to demolish the existing motel on site and develop a new four-story, 86-room hotel, designed to cater to pass-by interstate traffic. The hotel's main entrance, signified with a porte cochere, would lie directly behind the existing Napa Auto Care Center. Vehicular and pedestrian access would be via the intersection of Brighton Avenue and Riverside Street, where new pedestrian signal heads and a sidewalk are planned. 107 parking spaces are proposed, with most of these to be located to the north and east of the proposed building. The final plans show landscaping along the entry drive as well as around the building and the parking lot, and the preservation of some large existing trees.

VI. PUBLIC COMMENT

The Planning Division received notes from the applicant's neighborhood meeting, held on February 4, 2015. One neighbor attended. It appears from the notes that no concerns were raised (*Attachment R*).

VII. RIGHT, TITLE, & INTEREST

The applicant's submittal includes a deed as evidence of right, title, and interest (*Attachment F*). As noted above, this deed includes reference to a 1972 lease conveyed to Harold Butler Enterprises (then parent company of Denny's) for the western portion of the site. The site is also subject to multiple easements, which are included in the submittal and depicted on the boundary survey prepared by Owen Haskell (*Attachment M and Plan 2*). These include:

- An access easement over the site entrance for the benefit of the vacant lot which sits to the east of the site entrance, formerly a Mobil gas station;
- An access and lighting easement over the site entrance for the benefit of Denny's;
- An access easement across the entire site for the benefit of the Portland Pipe Line Corporation in order to allow them to reach city property to which they have rights east of the site; and
- An easement for the benefit of Central Maine Power, which falls partially on the subject property along the southwest lot line and includes use restrictions limiting the owner to "no structure of any kind, except paving."

In addition, the property benefits from several easements held on the vacant lot to the east of the site entrance, the former Mobil lot (*Attachment M*). These include a 15' utility easement at the eastern boundary of this lot, a 5' lighting, shrubbery, and snow easement on the western boundary, and a sign easement at the northwest corner. All of these easements are shown on the applicant's boundary survey. It should be noted that the applicant has interests in the company which holds the former Mobil site.

VIII. FINANCIAL & TECHNICAL CAPACITY

The estimated cost of the development is \$5.3 million. The applicant has submitted a letter from Country Bank, a financial institution based in central and western Massachusetts, indicating their intent to consider future financing for the applicant. In addition, the applicant has assembled a consultant team with evidence of technical capacity (*Attachment O*).

IX. ZONING ANALYSIS

The applicant has prepared a zoning analysis, which was reviewed by both Ann Machado, Acting Zoning Administrator, and planning staff (*Plan 4*). All dimensional requirements are being met.

VII. SITE PLAN REVIEW (14-526)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's site plan ordinance. Note that, per *Section 14-522*, a "site" is defined as "all contiguous land under the same ownership or control, whether proposed for development or not, except where development is limited to a lot or lots within a subdivision." Under this definition, the area leased to Denny's is technically to be considered as part of the "site." The final plans include several improvements that impact the area under the Denny's lease. However, this review has generally focused on the non-leased area.

Also note that, since the proposed area of disturbance is greater than one acre, the applicant is required to obtain a Maine General Construction Permit from the Maine DEP. The applicant has indicated that a copy of the notice of intent to comply will be provided to the city when filed with the DEP. This has been included as a condition of approval.

1. Transportation Standards

a. Impact on Surrounding Street Systems

Bill Bray of Traffic Solutions has provided a traffic impact study for the proposed development (*Attachment I*). This study compares estimated peak hour trip generation from the existing and proposed uses, and predicts that

the proposed hotel use, with 85 rooms, will generate less vehicle trips than the existing 135 room motel. The study further finds that, based on the most recent three year crash data, the Brighton Avenue/Riverside Street intersection does not meet the Maine DOT's criteria for a high crash location. Given this, no traffic mitigation is proposed. Thomas Errico, the city's consulting civil engineer, has reviewed this traffic study and generally found it acceptable (*Attachment 1*).

b. Access and Circulation

Vehicular access is proposed via a private driveway which forms the fourth leg of the Brighton Avenue/Riverside Street intersection. This drive also serves as the sole vehicular access for Denny's. The applicant proposes a 75' island at this entrance in order to reduce potential vehicular conflicts with cars exiting from Denny's. The applicant complied with staff requests to relocate existing Denny's parking spaces currently positioned on the entrance drive in order to further improve the safety at the site entrance. The applicant also provided a detailed pavement marking plan for the entrance drive at staff's request (*Plan 20*).

Internally, vehicular access and circulation has generally been designed in accordance with the city's Technical Manual, with the drive directing guests to the main entrance under the porte cochere. At staff's request, the applicant has configured the circulation system with the intent of providing future access to the adjacent Brighton Avenue sites in keeping with best access management practices; the applicant has noted a conceptual location for access into the former Mobil site.

Over the course of the review, staff requested minor circulation modifications with respect to the 12 space parking area to the west of proposed hotel, suggesting that these spaces might be relocated to the access drive in order to achieve a more efficient parking arrangement. The applicant has elected not to make this change in favor of "keeping parking spaces separated from the adjacent current and potential future businesses" (*Attachment U*). It should be noted that in their final submittal, the applicant reduced the size of this parking area by eight spaces. Mr. Errico has stated that he finds the final plans to be acceptable (*Attachment 1*).

Pedestrian access to and from the site is proposed via a sidewalk, located on the eastern side of the driveway, which connects to all proposed building entrances. This sidewalk would link to both the Brighton Avenue sidewalk system and the Brighton Avenue crosswalk, which traverses the eastern leg of the Brighton Avenue/Riverside Street intersection and from there provides access to nearby food and shopping in Westbrook. Mr. Errico requested that the applicant provide a crosswalk across the site driveway at Brighton Avenue. The applicant shows this crosswalk in their final plans. In his final comments, Mr. Errico notes,

The applicant has provided the requested crosswalk and noted signal modification upgrades. The applicant will be responsible for submitting a traffic signal design plan that details specifications for review and approval by City staff.

Because the driveway is designed offset from the hotel's main door, lying approximately 500 feet, via the sidewalk, to the west, Mr. Errico has noted the probability that guests will seek ways to shortcut through adjacent properties when accessing the site by foot, especially when heading to or coming from the east. A future pedestrian connection through the Mobil site was discussed with the applicant.

c. Public Transit Access

Greater Portland METRO's #4 line runs down Brighton Avenue. The nearest inbound bus shelter, located across the street from the Barron Center, is in difficult condition and lies just over ¼ of a mile away. Thus, per

the city's land use ordinance, as a commercial development of over 20,000 SF, the plans are required to include a transit facility. The applicant originally requested a waiver from this requirement under *Section 14-526(a)3.d*, citing site constraints. However, staff reiterated the requirement and in final plans, the applicant has included a shelter, at least conceptually. They note in the final submittal that they "attempted to contact METRO to discuss the location of the bus shelter, but METRO has not been responsive" (*Attachment U*). Given this, it should be noted that the location of the bus shelter may change pending future discussion with METRO. A condition of approval regarding the final location of this shelter has been included. It is likely that a public access easement will be required.

d. Parking

Since the proposed building is over 50,000 SF in size, the Planning Board ultimately establishes the number of required parking spaces based on the findings of a parking study. Per Division 20 of the city's zoning ordinance, only 22 spaces are technically required for the hotel (at a ratio of one space/four rooms). However, the applicant proposes 107 parking spaces, far exceeding the requirement. The applicant has provided a narrative arguing that a ratio of one space/room is more appropriate, given that "[i]t is anticipated that the patrons of the hotel will come from the nearby Maine Turnpike exit" (*Attachment U*). Further, the applicant has argued that sixteen additional spaces are required to accommodate the hotel's 530 SF meeting space and five spaces are needed for hotel employees, bringing the total necessary spaces to 107. The applicant has also responded to staff requests regarding plans to handle parking for large vehicles, such as tour buses (*Attachment Y and Plan 20*). Mr. Errico has reviewed the parking analysis and stated that he finds the parking supply reasonable (*Attachment 1*).

Bike racks providing spaces for six bicycles are proposed to the west of the building. This number of spaces meets the requirement of two bicycle spaces/10 vehicle spaces required.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

The site is currently fully developed. As such, there are no significant natural features on the site.

b. Landscaping and Landscape Preservation

Per the applicant's submittal, there are six existing mature silver maple trees on site, as well as two mature evergreens (*Attachment A*). The maples line the southwestern boundary along the Pike Industries site, and the evergreens sit between the hotel property and the former Mobil lot. The applicant has proposed to maintain two of the existing maple trees as well as the evergreens, meeting the tree preservation requirement. At the request of Jeff Tarling, the city arborist, the applicant has also added notes to the landscaping plan indicating the intent to save existing vegetation where possible along the southwestern and eastern boundaries of the site. This includes the area along the Maine Turnpike.

The applicant's landscaping plan shows deciduous and evergreen shrubs dispersed around the building and in the parking lot. The applicant has provided calculations demonstrating that they have met the parking lot and understory landscaping requirements. Jeff Tarling, the city's arborist, has reviewed and approved the plans (*Attachment 5*).

c. Water Quality, Stormwater Management, and Erosion Control

Under the proposed plans, the impervious surface on the hotel portion of the site would be reduced by almost 15,000 SF. The existing drainage patterns would generally be maintained. Drainage from the eastern portion of the site would sheet flow to the eastern side of the parking lot and then onto city property adjacent to the

Maine Turnpike. Water from the central portion of the site would enter into catch basins and a storm drain system which outlets near the Pike Industries site. The entrance road would drain toward the existing system in Brighton Avenue. In each stormwater catchment area modeled, the applicant's stormwater analysis shows that peak flow rates would be the same or slightly reduced post-development. David Senus, the city's consulting civil engineer, has requested that the applicant provide some additional information once ground conditions can be observed in the spring, noting,

A stormwater outfall proposed on the southern portion of the site (AP#2 on sheet D2.0) discharges to an existing swale within a CMP easement. The Applicant proposes a riprap apron at the pipe outlet. We recommend that the Site Plan approval include a condition requiring that the Applicant's engineer inspect the stormwater outfall AP#2 on Sheet D2.0 and provide a written description and photographs of this outlet, along with any additional proposed stabilization measures as determined necessary for review and approval by the City. Walsh Engineering Associates has stated that they will assess and document the condition of the outfall location once the snow has melted and will provide design details to the city for any additional required stabilization measures.

Mr. Senus has also noted that the applicant will be required to obtain a drainage easement for stormwater infrastructure to be located on city property to the east,

The plan has been revised to indicate that a construction and drainage easement shall be obtained from the City of Portland for the areas associated with the riprap swales along the eastern boundary of the site. Easements should be drafted for these riprap swales; this can be stated as a condition of approval for the project.

Mr. Senus's comments have been reflected in the proposed conditions of approval.

3. Public Infrastructure and Community Safety Standards

a. Consistency with City Master Plans

The redevelopment proposal is generally consistent with city master plans, which call for improving access management, transit connections, and the pedestrian experience on Outer Brighton Avenue.

b. Public Safety and Fire Prevention

From a Crime Prevention Through Environmental Design (CPTED) perspective, the redevelopment is expected to generally improve the site. As noted above, the rear property line abuts a Pike Industries pit. A vegetated buffer, roughly contiguous with the CMP easement, which contains several mature maple trees, runs along the property line. The applicant proposes to augment this buffer with a variety of evergreen species. The applicant also proposes to replace an aging chain link fence in this location. Together, these treatments should impede access to the pit. Further, the placement of the building near the rear property line (and this pit) should force activity to the street-side of the site, which should increase the potential for natural surveillance.

The applicant has noted that the building will have a sprinkler system. An existing hydrant on site is proposed to be relocated to the northern edge of the proposed parking lot. Craig Messinger of the City's Fire Prevention Bureau has reviewed the plans and indicated his approval of the proposed location (*Attachment 5*). Notes regarding the maintenance of private fire hydrants on private property have been added to the site plan at Mr.

Messinger's request.

c. *Availability and Adequacy of Public Utilities*

Water, sewer, gas, and electrical service are proposed from Brighton Avenue. David Margolis-Pineo of the city's Department of Public Services has reviewed these connections and generally indicated his approval. With regard to sewer service, the applicant has noted that the sewer line in Brighton Avenue in this location actually discharges to the city of Westbrook's sanitary system, which is managed by the Portland Water District. The applicant has provided a letter from the city of Westbrook indicating the capacity to serve, but also noting that, unlike in other areas of the city where this situation arises, there is no formal intermunicipal wastewater agreement for this area of Brighton Avenue (*Attachment W*). Mr. Senus writes,

Walsh Engineering Associates has obtained a preliminary Ability to Serve letter from the City of Westbrook acknowledging capacity to serve sanitary wastewater from the project site. The City of Westbrook requests a formal interlocal agreement be approved with the City of Portland prior to issuance of a building permit for the project. Walsh Engineering Associates requests that the approved interlocal agreement be resolved as a condition of approval.

A condition of approval has been suggested in this regard.

4. Site Design Standards

a. *Massing, Ventilation, and Wind Impact*

The bulk, location, or height of the building are not expected to cause ventilation or wind impacts or substantially diminish the value or utility of neighboring structures.

b. *Shadows*

The applicant provided a preliminary shadow analysis which showed no impacts to significant public resources (*Attachment J*).

c. *Snow and Ice Loading*

The applicant shows suitable snow storage locations on site.

d. *View Corridors*

The site is not located on or near a protected view corridor.

e. *Historic Resources*

The development would not affect designated landmarks, historic districts, or archaeological resources.

f. *Exterior Lighting*

Exterior lighting is shown on the landscaping plan. The applicant has provided lighting specifications and a photometric plan which comply with the exterior lighting standards of the city's Technical Manual (*Attachment CC and Plan 21*). However, they have also indicated that additional site lighting may be requested. The review of any additional lighting has been included as a condition of approval.

g. *Noise and Vibration*

The applicant has noted that the HVAC system would be installed on the building's roof and vented away from public spaces (*Attachment A*).

h. Signage and Wayfinding

The applicant has indicated the location of several hotel signs. These will require a separate review.

i. Zoning-Related Design Standards

The development is not subject to design standards.

X. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the proposed development at 1210 Brighton Avenue.

XI. PROPOSED MOTION

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 April 14, 2015 for application 2014-220 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 that must be met prior to the issuance of a building permit, unless otherwise stated:

1. The applicant shall provide a copy of the notice of intent to comply with the Maine Construction General Permit for review and approval by the Planning Authority;
2. The applicant shall submit a traffic signal design plan for the Brighton Avenue/Riverside Street intersection for review and approval by the Department of Public Services;
3. The applicant shall provide:
 - a. revised plans, as necessary, to depict the final location of a transit facility along the site's Brighton Avenue frontage in accordance with *Section 14-526(a)3.a* and in consultation with Greater Portland METRO, to be reviewed and approved by the Department of Public Services and the Planning Authority, and
 - b. a public access easement for the purposes of this transit facility, to be reviewed and approved by Corporation Counsel and the Planning Authority;
4. The applicant shall provide documentation, in both written and photographic form, of the condition of the stormwater outfall labeled AP#2 on Sheet D2.0 and provide design details for any additional stabilization measures required, to be reviewed and approved by the Department of Public Services;
5. The applicant shall draft and obtain a construction and drainage easement from the City of Portland for the areas associated with the riprap swales along the eastern boundary of the site, to be reviewed and approved by Corporation Counsel and the Planning Authority;
6. The applicant shall provide confirmation from the City of Westbrook that sanitary wastewater service can be provided via an interlocal agreement to be formalized between the City of Portland and the City of Westbrook, to be reviewed and approved by the Planning Authority;
7. Should additional lighting be proposed, the applicant shall provide a revised lighting plan and cut sheets meeting the standards of the city's Technical Manual for review and approval by the Planning Authority; and

8. Prior to the issuance of a certificate of occupancy, the applicant shall provide specifications for proposed signs and HVAC equipment, meeting the standards of the B-4 zone, for review and approval by the Zoning Administrator.

XIV. ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. Traffic Engineer review (memo from Thomas Errico, 3/18/15)
2. Department of Public Services review (memo from David Margolis-Pineo, 3/2/15)
3. Civil Engineer review (memos from David Senus, 3/12/15)
4. Fire Prevention Bureau review (memo from Craig Messinger, 2/23/15)
5. City Arborist review (memo from Jeff Tarling, 3/23/15)
6. Traffic Engineer addendum (memo from Thomas Errico, 4/2/15)

APPLICANT'S SUBMITTALS

- A. Cover Letter (from Bill Walsh, Walsh Engineering Associates, Inc., 11/14/14)
- B. Letter Authorizing Walsh Engineering Associates to Act as Agent
- C. Site Plan Application
- D. Fire Department Checklist and Summary
- E. Development Description
- F. Evidence of Right, Title, and Interest
- G. Evidence of State and/or Federal Approvals
- H. Assessment of Compliance with Site Plan Standards
- I. Traffic Impact Analysis
- J. Preliminary Shadow Analysis
- K. Requests for Ability to Serve Letters
- L. HydroCAD Stormwater Calculations
- M. Summary of Existing and/or Proposed Easements
- N. Written Request for Waivers
- O. Evidence of Financial and Technical Capacity
- P. Response to Comments (from Bill Walsh, 2/17/15)
- Q. Easement, Susse Chalet to Humble Oil (1/7/72)
- R. Neighborhood Meeting Minutes
- S. PWD Capacity to Serve Letter
- T. CMP Capacity to Serve Letter
- U. Response to Comments (from Bill Walsh, 3/6/15)
- V. Hotel Brand Parking Specifications
- W. City of Westbrook Wastewater Capacity Letter
- X. Revised Stormwater Calculations
- Y. Response to Comments (from Bill Walsh, 3/17/15)
- Z. Revised Project Data Sheet
- AA. Response to Comments (from Silas Canavan, 4/1/15)
- BB. Response to Comments (from Silas Canavan, 4/6/15)
- CC. Bollard Cut Sheet

C. PLANS

- Plan 1. Cover Sheet
- Plan 2. Boundary and Topographic Survey

- Plan 3. Existing Conditions and Removals Plan
- Plan 4. Site Layout and Utility Plan
- Plan 5. Grading and Drainage Plan
- Plan 6. Landscape and Lighting Plan
- Plan 7. Elevations
- Plan 8. Elevations
- Plan 9. Rendering
- Plan 10. Site Details
- Plan 11. Site Details
- Plan 12. Site Details
- Plan 13. Site Details
- Plan 14. Site Details
- Plan 15. Site Details
- Plan 16. Erosion and Sedimentation Control Notes
- Plan 17. Pre-Development Conditions
- Plan 18. Post-Development Conditions
- Plan 19. Bus Maneuvering Plan
- Plan 20. Pavement Marking and Signage Plan
- Plan 21. Photometric Plan



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Planning & Urban Development Department

Jeff Levine, AICP, Director

Planning Division

Alexander Jaegerman, FAICP, Director

Performance Guarantee and Infrastructure Financial Contribution Packet

The municipal code requires that all development falling under site plan and/or subdivision review in the City of Portland be subject to a performance guarantee for various required site improvements. The code further requires developers to pay a fee for the administrative costs associated with inspecting construction activity to ensure that it conforms with plans and specifications.

The performance guarantee covers major site improvements related to site plan and subdivision review, such as paving, roadway, utility connections, drainage, landscaping, lighting, etc. A detailed itemized cost estimate is required to be submitted, which upon review and approval by the City, determines the amount of the performance guarantee. The performance guarantee will usually be a letter of credit from a financial institution, although escrow accounts are acceptable. The form, terms, and conditions of the performance guarantee must be approved by the City through the Planning Division. The performance guarantee plus a check to the City of Portland in the amount of 2.0% of the performance guarantee or as assessed by the planning or public works engineer, must be submitted prior to the issuance of any building permit for affected development.

Administration of performance guarantee and defect bonds is through the Planning Division. Inspections for improvements within existing and proposed public right-of-ways are the responsibility of the Department of Public Services. Inspections for site improvements are the responsibility of the Development Review Coordinator in the Planning Division.

Performance Guarantees will not be released by the City until all required improvements are completed and approved by the City and a Defect Bond has been submitted to and approved by the City.

If an infrastructure financial contribution is required by the City as part of a development approval, please complete the contribution form and submit it along with the designated contribution to the Planning Division. Please make checks payable to the City of Portland.

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 Form with the City of Portland
5. Infrastructure Financial Contribution Form with the City of Portland

SUBDIVISION/SITE DEVELOPMENT
Cost Estimate of Improvements to be covered by Performance Guarantee

Date: _____

Name of Project: _____

Address/Location: _____

Application ID #: _____

Developer: _____

Form of Performance Guarantee: _____

Type of Development: Subdivision _____ Site Plan (Level I, II or III) _____

TO BE FILLED OUT BY THE APPLICANT:

<u>Item</u>	PUBLIC			PRIVATE		
	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Subtotal</u>
1. STREET/SIDEWALK						
Road/Parking Areas	_____	_____	_____	_____	_____	_____
Curbing	_____	_____	_____	_____	_____	_____
Sidewalks	_____	_____	_____	_____	_____	_____
Esplanades	_____	_____	_____	_____	_____	_____
Monuments	_____	_____	_____	_____	_____	_____
Street Lighting	_____	_____	_____	_____	_____	_____
Street Opening Repairs	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____
2. EARTH WORK						
Cut	_____	_____	_____	_____	_____	_____
Fill	_____	_____	_____	_____	_____	_____
3. SANITARY SEWER						
Manholes	_____	_____	_____	_____	_____	_____
Piping	_____	_____	_____	_____	_____	_____
Connections	_____	_____	_____	_____	_____	_____
Main Line Piping	_____	_____	_____	_____	_____	_____
House Sewer Service Piping	_____	_____	_____	_____	_____	_____
Pump Stations	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____
4. WATER MAINS	_____	_____	_____	_____	_____	_____
5. STORM DRAINAGE						
Manholes	_____	_____	_____	_____	_____	_____
Catchbasins	_____	_____	_____	_____	_____	_____
Piping	_____	_____	_____	_____	_____	_____
Detention Basin	_____	_____	_____	_____	_____	_____
Stormwater Quality Units	_____	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____	_____

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 plant materials, quantities, 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)	

SAMPLE FORM

**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 Developer]**
[Insert: Address of Project, Portland, Maine]
[Insert: Application ID #]

[Insert: Name of Bank] hereby issues its Irrevocable Letter of Credit for the account of **[Insert: Name of Developer]**, (hereinafter referred to as “Developer”), 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 Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65.

This Letter of Credit is required under Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §46 through 65 and is intended to satisfy the Developer’s obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development.

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 Developer 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 Developer 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 Developer has failed to notify the City for inspections.

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.

After all underground work has been completed and inspected to the satisfaction of the Department of Public Services and Planning Division, 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 of the Portland Code of Ordinances, may authorize the **[Bank]**, by written certification, to reduce the available amount of the escrowed money by a specified amount.

This performance guarantee will automatically expire on **[Insert date between April 16 and October 30 of the following year]** ("Expiration Date") or on the date when the City determines that all improvements guaranteed by this Letter of Credit are satisfactorily completed, whichever is later. It is a condition of this Letter of Credit that it is deemed to 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 Ellen Sanborn, 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, 525 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 Developer has failed to complete any unfinished improvements; or
2. the Developer has failed to correct any defects in workmanship; or
3. the Developer 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

SAMPLE FORM

SITE PLAN/SUBDIVISION
PERFORMANCE GUARANTEE
ESCROW ACCOUNT
[ACCOUNT NUMBER]

[Date]

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

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

[Insert: Name of 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 Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65. It is intended to satisfy the Developer's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development. All costs associated with establishing, maintaining and disbursing funds from the Escrow Account shall be borne by **[Insert: Developer]**.

[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 Developer 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 Developer 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 Developer has failed to notify the City for inspections.

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.

After all underground work has been completed and inspected to the satisfaction of the Department of Public Services and Planning Division, 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 of the Portland Code of Ordinances, may authorize the **[Bank]**, by written certification, to reduce the available amount of the escrowed money by a specified amount.

This performance guarantee will automatically expire on **[Insert date between April 16 and October 30 of the following year]** ("Expiration Date") or on the date when the City determines that all improvements guaranteed by this Letter of Credit are satisfactorily completed, whichever is later. It is a condition of this agreement that it is deemed to 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 Ellen Sanborn, Director of Finance, City of Portland, 389 Congress Street, Portland, Maine 04101) that the Bank elects not to consider the 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 Letter of Credit 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, 525 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 Developer has failed to complete any unfinished improvements; or
2. the Developer has failed to correct any defects in workmanship; or
3. the Developer 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: _____

**PERFORMANCE GUARANTEE
with the City of Portland**

Developer's Tax Identification Number: _____

Developer'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 non-interest 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 Portland Code of Ordinances Chapter 14 §§499, 499.5, 525 and Chapter 25 §§46 through 65. It is intended to satisfy the Applicant's obligation, under Portland Code of Ordinances Chapter 14 §§501, 502 and 525, to post a performance guarantee for the above referenced development.

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 Developer 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 Developer 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 Developer 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 Ellen Sanborn, 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 Department of Public Works and Planning, 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 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 between April 16 and October 30 of the following year]** (“Expiration Date”) or on the date when the City determines that all improvements guaranteed by this Performance Guarantee are satisfactorily completed, whichever is later. At such time, this Guarantee shall be reduced by the City to ten (10) percent of its original amount and shall automatically convert to an Irrevocable Defect Guarantee. Written notice of such reduction and conversion shall be forwarded by the City to **[the applicant]**. The Defect Guarantee shall expire one (1) year from the date of its creation and shall ensure the workmanship and durability of all materials used in the construction of the **[Insert: Subdivision and/ or site plan]** approval, dated **[Insert: Date]** as required by City Code §14-501, 525.

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

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

Seen and Agreed to:

By: _____
[Applicant]

Date: _____

By: _____
****Planning Division Director

Date: _____

By: _____
Development Review Coordinator

Date: _____

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

Distribution

1. This information will be completed by Planning Staff.
2. The account number can be obtained by calling Cathy Ricker, ext. 8665.
3. The Agreement will be executed with one original signed by the Developer.
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.

Infrastructure Financial Contribution Form
Planning and Urban Development Department - Planning Division

Amount \$

City Account Number: 710-0000-236-98-00

Project Code: _____

(This number can be obtained by calling Cathy Ricker, x8665)

Project Name:

Application ID #:

Project Location:

Project Description:

Funds intended for:

Applicant's Name:

Applicant's Address:

Expiration:

If funds are not expended or encumbered for the intended purpose by _____, funds, or any balance of remaining funds, shall be returned to contributor within six months of said date.

Funds shall be permanently retained by the City.

Other (describe in detail) _____

Form of Contribution:

Escrow Account

Cash Contribution

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

Terms of Draw Down of Funds: The City shall periodically draw down the funds via a payment requisition from Public Works, which form shall specify use of City Account # shown above.

Date of Form:

Planner:

- Attach the approval letter, condition of approval or other documentation of the required contribution.
- One copy sent to the Applicant.

Electronic Distribution to:

Peggy Axelsen, Finance Department
Catherine Baier, Public Services Department
Barbara Barhydt, Planning Division
Jeremiah Bartlett, Public Services Department
Michael Bobinsky, Public Services Department
Diane Butts, Finance Department
Philip DiPierro, Planning Division
Katherine Earley, Public Services Department
Michael Farmer, Public Services Department
Alex Jaegerman, Planning Division
David Margolis Pineo, Public Services Department
Matt Rancourt, Public Services Department
Jeff Tarling, Public Services Department
Planner for Project