

**MEMORANDUM**  
**PEER REVIEW OF PARKING INFORMATION**  
**ROCKPORT HARBOR HOTEL**  
**ROCKPORT, MAINE**

**To: Orion Thomas, Planning and Development Director  
Town of Rockport**  
**From: Randy E. Dunton, PE, PTOE**  
**Date: February 28, 2022**  
**Project: Rockport Harbor Hotel - Rockport, Maine**

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**INTRODUCTION**

Per order of the Court (Superior Court Docket No. CV-2021-0002, AP-2021-0002, Count I) the Town is requesting an evaluation of the proposed (and primarily constructed) Rockland Harbor Hotel (aka “20 Central’s hotel project”) project as it relates to that judgement. Count I states the following:

“Count I: The court declares as a matter of law that amendments to the Town Charter designated as Petition A and Petition B apply to the 20 Central’s hotel project”

Petition A and Petition B are attached in their entirety. This evaluation focuses solely on Petition A, an amendment to the Town of Rockport Land Use Ordinance, Section 803.1(5). It should be noted that Petition A references Section 803.1(3), but is actually in the ordinance in Section 803.1(5). The Town of Rockport Land Use Ordinance (Amended August 2020) reads as follows:

*“Amendment to 5. Parking Location: No off-site or shared parking, or waiver of parking requirements, shall be approved unless it is supported by an independent traffic study prepared by a qualified professional, hired by the reviewing authority and paid for by the applicant, which establishes that the parking facility is adequate for the proposed use and any shared use(s) will not cause undue burdens on traffic or parking in the vicinity, and will not cause safety concerns. (Notwithstanding 1 M.R.S. section 302, this amendment shall apply to all land uses and all off-site parking facilities that have not received final approval as of 45 days prior to enactment of this amendment)”*

Information reviewed/used for this evaluation included the following (in no particular order):

- Superior Court Docket No. CV-2021-0002, AP-2021-0002 (Signed January 3, 2022 by The Hon. Bruce C. Mallonee, Justice, Maine Superior Court)
- Plan: Off Street Parking Hoboken Condominium, dated January 6, 2020
- Plan: Site Plan, dated November 12, 2019



- Citizens Petition A: Land Use Ordinance, Section 803.1(3) – dated March 16, 2020
- Rockport Harbor Hotel, Rockport, Maine – Valet Parking Standards
- Rockport Planning Board – Findings of Fact and Conclusions of Law Following Remand – dated February 7, 2022
- Lease Agreement for off-site parking area at 310 Commercial Street (not dated or signed)
- Field visit completed by Gorrill Palmer Consulting Engineers on February 21, 2022 by Randy Dunton.
- Email from Mr. Tyler Smith of Bayview Management dated February 22, 2022. This email includes other emails in the chain that were also reviewed and used for this evaluation.

It should be noted that some of the information provided for review conflicts with other information that was also provided for review. An example of this is the number of parking spaces on-site (21 identified in the Findings of Fact and 23 identified in other submitted material). Another example of conflicting information is the number of rooms in the hotel (26 vs. 20).

## **PEER REVIEW EVALUATION**

As stated previously, this peer review focused on the parking for the proposed hotel/restaurant. As such, the following provides a detailed review of the parking aspects as presented by the Town and applicant. To establish that the “*parking facility is adequate for the proposed use*”, the parking requirement and supply needed to be evaluated.

### **Parking Requirement**

As noted in the February 7, 2022 Planning Board Findings of Facts, the project is proposed to include a 26-room hotel and an 84 seat bar/restaurant. The Parking Requirement for the proposed project is as follows:

#### **Hotel:**

It is our understanding that the project was reviewed and approved under the 2018 Town Ordinance. Based on the 2018 version of the Town Ordinance, the hotel is required to provide 2 parking spaces plus 1 parking space for each sleeping room. This yields a required parking requirement for the 26 room hotel of 28 parking spaces. This number of parking spaces is consistent with what is identified in the February 7, 2022 Findings of Fact. **We concur with this finding.**



### Restaurant:

It is our understanding that the project was reviewed and approved under the 2018 Town Ordinance. Based on the 2018 version of the Town Ordinance, the restaurant is required to provide 1 parking space per 3 seats. This yields a required parking requirement for the 84 seat restaurant of 28 parking spaces. This number of parking spaces is consistent with what is identified in the February 7, 2022 Findings of Fact. **We concur with this finding.**

**Parking Requirement Conclusion:** As the 2018 Town Ordinance did not include any provisions for shared use of parking facilities, the total parking requirement per the Ordinance for the project is 56 spaces (28 Hotel + 28 Restaurant). This total assumes that no patron of the hotel is also a patron of the restaurant, which would be conservative.

### Parking Supply

Based on a review of the information provided (in particular Section II - Findings of Fact, B. Parking, Paragraph 14) it is our understanding that the Planning Board determined that the Applicant had the ability to allocate 21 on-site parking spaces on the Sandy's Way lot, directly behind the building. It is also our understanding that these parking spaces are reserved for the hotel/restaurant and are not shared spaces.

As noted in Section II, Findings of Fact, B. Parking, Paragraph 2, the Applicant provided evidence to the Planning Board of their ability to provide 35 dedicated off-site parking spaces at 310 Commercial Street, approximately 0.9 miles from the site. The Ordinance allows for off-site satellite lots. These parking spaces will be exclusive to the hotel/restaurant and serviced via a valet parking system (explained in more detail in a different section).

**Parking Supply Conclusion:** Based on this review, **we concur that the proposed combination of the 21 on-site parking spaces on Sandy's Way and the 35 off-site parking space satellite lot (total of 56 spaces) meets the Ordinance requirement of 56 parking spaces.**

### Off-site Parking Satellite Lot Evaluation

As stated in "Amendment to 5" above, the following is to establish if the proposed satellite lot "will not cause undue burdens on traffic or parking in the vicinity, and will not cause safety concerns". The proposed satellite parking area is currently undeveloped and accesses directly off Commercial Street (Route 1). It is our understanding from the applicant that the proposed use has not been discussed with the MaineDOT. It is our opinion that because this site accesses directly onto Route 1, and the proposed use is a change in use from the current activity, that this site will require a MaineDOT Entrance Permit. It is our recommendation that the MaineDOT be contacted to determine if a MaineDOT permit is required. If one is required, that permit should be applied for and the process should be followed. If an Entrance Permit is not required, it is our recommendation that the applicant provide a design of the parking area and access to Route 1 that meets Town Standards. At a minimum, the applicant should provide



a design that meets applicable sight distance requirements and approach grades for the site driveway to Route 1.

Off-site satellite parking lot evaluation conclusion: Based on our field review, the driveway approach to Route 1 is steep (10-15%) and sight distances at the driveway may be limited. The MaineDOT has not been contacted regarding the proposed parking lot and potential need for an Entrance Permit. **In our opinion, this location has not been proven to be a safe and viable off-site location until these outstanding items have been addressed.**

### **Parking Valet System**

Because the off-site parking will require some form of valet system in order to function, a review of the valet system is included as part of the “parking facility”. As stated in “Amendment to 5” above, the following is to establish that the parking facility “*will not cause undue burdens on traffic or parking in the vicinity, and will not cause safety concerns*”. Although the applicant has presented a potential valet system to be used for the proposed project, upon further evaluation that system appeared to have potential limitations, especially using e-bikes as part of the system. One option being presented / pursued is the use of e-bikes for the valets to use in one direction when depositing or picking up a vehicle.

Based on our field review of the adjacent roadway network between the project site and the proposed satellite parking lot, the roads are narrow, winding, and had numerous blind spots where someone on an e-bike (or any bike) would not be seen until they were very close. It is our professional opinion that this route may be unsafe for e-bikes (or bicycles), especially on a regular day to day basis. This potentially unsafe condition is exacerbated at night and in wintertime or times of inclement weather.

**In our opinion, the currently proposed valet parking component of the “parking system” could cause safety concerns.**

STATE OF MAINE  
Knox, SS.

SUPERIOR COURT  
Docket No. CV-2021-0002  
AP-2021-0002

Friends of Rockport,  
John Priestley,  
Mark Schwarzmman,  
and Clare Tully,  
Plaintiffs,

v.

Town of Rockport,  
Defendant,  
  
and  
  
20 Central Street LLC,  
Party-in-Interest.

Further Order and Judgment

John Priestley, David Barry  
David Kantor,  
Mark Schwarzmman,  
and Winston Whitney,  
Plaintiffs

v.

Town of Rockport,  
Defendant,  
  
and  
  
20 Central Street, LLC,  
Party-in-Interest.

## Introduction

By order dated December 1, 2021, the court stated its analysis and decision concerning the disputes underlying these two related cases. In order to hear from the parties concerning the precise form final relief should take among the interlocking claims, the court scheduled a hearing for Wednesday, December 15.

Before that hearing was held, counsel for Plaintiffs filed a letter that constituted in substance a motion for post-judgment relief. Party-in-Interest 20 Central filed a pleading explicitly styled as such a motion. Because no final judgment has been entered, neither motion is yet ripe for consideration. A further schedule for submission and response appears below.

At the hearing, the parties raised one issue related to offsite parking they believe was omitted from the court's decision. A review of that issue appears immediately below.

## Offsite Parking

In its decision of December 1, the court stated that the need for landscaping at the offsite lot 20 Central intends to use had been resolved by agreement. Counsel disputed this conclusion at the hearing on December 15.

The parties argued this issue in the memoranda they submitted before issuance of the decision. At oral argument, counsel for Plaintiffs stated that the Code Enforcement Officer had addressed the issue by adding a provision to the building permit. That provision appears in the section entitled "Notes" that follows the list of permit requirements:

*6) This approval includes the off site [sic] parking at Pascal & Commercial Street to be utilized as presented with parking plan and landscaping submitted to the Planning office before a certificate of Occupancy is requested[.]*

Given this requirement, it is not clear to the court precisely what further relief Plaintiffs actually seek in AP-2021-002. Because the judgments in these joined actions require remand to the Planning Board and Code Enforcement Officer, and because the subject of parking falls broadly within the scope of the remand orders, these officials will have the opportunity to review all elements of offsite parking in the context of their further deliberations.

## Judgment in AP-2021-002

Plaintiffs' Appeal is GRANTED. The matter shall be remanded to the Planning Board for reconsideration of 20 Central's site plan application with respect to adequacy of parking and compliance with standards for architectural harmony. The Planning Board will have to review the parking elements of 20 Central's application in conjunction with the court's judgment in Count I of CV-2021-002.

## Judgment in CV-2021-002

Count I: The court declares as a matter of law that amendments to the Town Charter designated as Petition A and Petition B apply to 20 Central's hotel project.

Count II: The court declines to enter an injunction prohibiting the Town from permitting further work on 20 Central's hotel project pending reconsideration of the site plan by the Planning Board and reconsideration of the building permit by the Code Enforcement Officer. The parties and the Party-in-Interest are expected to comply with all substantive elements of this judgment.<sup>1</sup>

Count III: The court reverses the approval of 20 Central's building permit by the Code Enforcement Officer and its approval *de novo* by the Zoning Board of Appeals and vacates the building permit. The application is remanded to the Code Enforcement Officer for action following further review by the Planning Board in response to the judgment in Count I above and that in AP-2021-002.

## Deadlines for Further Pleadings

Plaintiffs' letter and 20 Central's submission have both been docketed as post-judgment motions. In order to expedite resolution of the issues they present and any others the parties might wish to advance, the court sets the following deadlines:

1. All parties are to file further post-judgment motions, or supplement those now docketed, no later than January 17, 2021.
2. Responses to all such motions shall be filed no later than January 31, 2021.
3. Reply memoranda must be filed no later than February 7, 2021.

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<sup>1</sup> In light of the court's entry of declaratory judgment in Count I and the relief granted pursuant to rule 80B, the court sees no need to grant injunctive relief. To the extent Plaintiffs seek to enjoin the actions of the Town, the court notes "the strong policy of judicial restraint in mandating the activities of a coordinate branch of government." *Littlefield v. Town of Lyman*, 447 A.2d 1231, 1235 (Me. 1982). "In declaring unsettled questions of law, [the Law Court has] frequently decline[d] as a matter of comity to summarily enjoin a coordinate branch of government." *Great N. Paper, Inc. v. Penobscot Nation*, 2001 ME 68, ¶ 64 n.21, 770 A.2d 574. Instead, the court generally "operate[s] on the assumption that responsible governmental officials will comply with the law once it is declared." *Id.* The proceedings before the court have not demonstrated any unwillingness on the part of the Town or 20 Central to accept a judicial determination in the form of declaratory relief or to comply with any other aspect of the court's judgment. If that changes, Plaintiffs may return to the court and request further relief. See, e.g., 14 M.R.S. § 5960 ("Further relief based on a declaratory judgment or decree may be granted whenever necessary or proper.").

4. The motions will then be decided without further argument unless a party explicitly requests it and states the reason why oral argument would not be redundant of written submissions.

So ORDERED.

These JUDGMENTS and this ORDER shall be incorporated on the docket by reference.

Dated: January 3, 2022



The Hon. Bruce C. Mallonee  
Justice, Maine Superior Court





CITIZENS' PETITION A: LAND USE ORDINANCE, SECTION 803.1 (3)  
(PARKING)

Date \_\_\_\_\_ March 16, 2020 \_\_\_\_\_

I, Linda M. Greenlaw, Registrar of Voters, hereby, certify ( 301 ) \_\_\_\_\_ Three  
Hundred and One \_\_\_\_\_ signatures as registered voters of the Town of Rockport  
and ( 5 ) \_\_\_\_\_ Five \_\_\_\_\_ as non-registered voters of the Town of Rockport

Linda M Greenlaw

CITIZENS' PETITION B: LAND USE ORDINANCE, SECTION 917(G)  
(# OF GUEST ROOMS ALLOWED)

Date \_\_\_\_\_ March 16, 2020 \_\_\_\_\_

I, Linda M. Greenlaw, Registrar of Voters, hereby, certify ( 335 ) \_\_\_\_\_ Three  
Hundred and Thirty-five \_\_\_\_\_ signatures as registered voters of the Town of  
Rockport and ( 6 ) \_\_\_\_\_ Six \_\_\_\_\_ as non-registered voters of the Town of  
Rockport

Linda M Greenlaw

50

TOWN OF ROCKPORT  
 PETITION FOR TOWN MEETING VOTE

30-A M.R.S.A. § 2528(5)

This petition must be signed by \_\_\_ registered voters of the Town of Rockport.

To the Municipal Officers of the Town of Rockport, Maine:

We, the undersigned voters of the Town of Rockport, Maine, qualified to vote in all town affairs, hereby request that you place the following article before the voters for the consideration at a secret ballot election held pursuant to 30-A M.R.S. § 2528:

“Shall the following amendment to the Town of Rockport Land Use Ordinance, Section 803.1(3) be enacted:

Location of Off-Street Parking: Required off-street parking in all districts shall be located on the same lot as the principal building or use, except that where off- street parking cannot be provided on the same lot, the Planning Board Board of Appeals may permit such off-street parking to be located a reasonable distance from the principal building or use, measured along the line of public access. If serving a business or industrial use, such parking area shall be in a business or industrial district. Such parking areas shall be held under the same ownership or lease. The Planning Board Board of Appeals may approve the joint use of a parking facility by 2 or more principal buildings or uses where it is clearly demonstrated that the parking facility will substantially meet the intent of the requirements by reasons of variation in the time of use by patrons or employees among such establishments. No off-site or shared parking, or waiver of parking requirements, shall be approved unless it is supported by an independent traffic study prepared by a qualified professional, hired by the reviewing authority and paid for by the applicant, which establishes that the parking facility is adequate for the proposed use and any shared use(s), will not cause undue burdens on traffic or parking in the vicinity, and will not cause safety concerns.

Notwithstanding 1 M.R.S. § 302, this amendment shall apply to all land uses and all off-site parking facilities that have not received final approval as of 45 days prior to enactment of this amendment.”

	Signature	Printed Name	Address	Residence Town
✓ 1		Winston Whitney	30 Main St.	Rockport
✓ 2		Marika Green	21 Main St.	Rockport
✓ 3		MELODY SCHUBERT	31 Barrett Dr.	Rockport
✓ 4		Maxine Hayes	30 Meadow St	Rockport

49

TOWN OF ROCKPORT  
 PETITION FOR TOWN MEETING VOTE

30-A M.R.S.A. § 2522

This petition must be signed by \_\_\_ registered voters of the Town of Rockport.

To the Municipal Officers of the Town of Rockport, Maine:

We, the undersigned voters of the Town of Rockport, Maine, qualified to vote in all town affairs, hereby request that you place the following article before the voters for the consideration at a secret ballot election held pursuant to 30-A M.R.S. § 2528:

“Shall the following amendment to the Town of Rockport Land Use Ordinance, Section 917(G) be enacted:

9. No more than 40 (forty) rooms, in the aggregate, shall be permitted at Inns/Hotels in the 913 zoning district. No single inn or hotel, nor any combination of such uses located on the same lot, shall have more than 20 guest rooms.

Notwithstanding 1 M.R.S. § 302, this amendment shall apply to all hotels and inns that have not received Planning Board approval and all required building permits as of March 1, 2020.”

	Signature	Printed Name	Address	Residence Town
1		Winston Whitney	30 main St.	Rockport
2		Marilee Green	21 Main St.	Rockport
3		Melody Schubert	31 Barrett Dr.	Rockport
4		Maxine Hynes	30 Meadow St	Rockport Me
5		Josh Gaudin	10 Cricket Lne	Rockport
6		Nancy Webb	10 Summer St	Rockport
7		Laura Bonazzoli	" Unit 3	Rockport
8		Michael Morse	10 Summer St	Rockport
9		Maggie (Margaret) White	44 Mechanic St	Rockport
10		Sandra Mitchell	90 Pascual Ave	Rockport
11		Leslie Mitchell	90 PASCUAL Ave	Rockport



## Valet Parking Standards Operational Expectations & Guidelines

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### Operations:

- A single drop-off / pick-up point will be the hotel's harborside parking lot entrance located at 6 Sandy's Way. This entrance has been submitted to GoogleMaps for indexing and will be assigned an address for easy waypoint entry for an arriving guest's GPS.
- Two parking spaces will be identified for valet parking adjacent to the hotel's harborside entrance. This way guests can easily pull in and avoid any congestion of Sandy's Way.
- Bellmen/Valets will meet and greet the guests upon arrival. One will escort guests to front desk with luggage for check-in while the second valet will park vehicle.
- If a guest does arrive at the front of the hotel and parks on Central Street in an available space. The front desk will either check the guest in and direct them where to park in the back of the building for self or valet services. Another option would be that the front desk radios a valet to assist guests with luggage and then park their vehicle for them.
- Any hotel guest that chooses to self-park in any of the 23 allocated hotel spaces, will still be required to hand off their keys to a bellman/valet at check-in. This will ensure that the valet can still move a guest's vehicle to another location if necessary based upon on-site parking demand.
- Valet parking levels of service (LOS) will be built on foundations established in the valet service industry. The expected wait time for a vehicle retrieval from the time of ticket presentation will be well under 6 minutes. To provide even better LOS, departing guests will be asked to request their vehicle at least 15-minutes prior to departure. This is common practice at many downtown hotel operations. This will ensure that their vehicle will be ready and waiting for them when leaving the hotel. Guests will simply call the valet desk from their room to request their vehicle.
- Arriving vehicles/guests will not be expected to wait for any substantial length of time to be greeted as their should always be one valet stationed at the valet stand or close by. Vehicles can always be left in a valet designated spot until a valet has time to park it.
- Bellmen/Valets will be equipped with radios and cell phones at all times to ensure proper communication between each other, the front desk, and calls from an in-house guest room or valet desk courtesy phone.
- For safety and security as well as liability protection for all parties, a 24/7 CCTV system will be monitoring the back entrance of the hotel and the entire parking lot at all times. A CCTV system will also be in place at the remote parking lot.
- The valet stand/station will be equipped with a clearly marked podium, a lockable key storage organizer, a house phone for receiving guest calls, a courtesy phone for guests to make calls, a supply of 5-part valet tickets, and emergency equipment such as an air compressor, jumper cables, fire extinguisher, parking cones and flash lights.
- Bellmen/valets will be properly trained in parking procedures, etiquette, handling accidents or emergencies, proper dress and hygiene, vehicle and shuttle operations and safety.



# Valet Parking Standards

## Operational Expectations & Guidelines

### Operational Procedures & Expectations:

Table 1: Valet Attendant		Calculation	
Activity	Vehicles	Activity Time	Total Time
Arriving Vehicles	2	7 mins.	14 mins.
Departing Vehicles	12	7 mins.	84 mins.
<b>Totals</b>	<b>14</b>		<b>98 mins.</b>

- In the above calculations, there are 98 minutes of parking and retrieving vehicles per hour. Assuming that each valet works 50 minutes per hour, an adequate staffing level would require 2 valets staffed during peak check-in and check-out times. The above table is during peak check-out times. The same would be assumed for check-in.

Table 2: Valet Wait Times - Industry Standard Level of Service (LOS)		
LOS Grade	Wait Times*	RHH Trial Run
A	Less than 5 minutes	4:50 Hoboken
B	5 - 6 minutes	
C	6 - 8 minutes	
D	8 - 10 minutes	
F	Exceeds 10 minutes	

\* From presentation of ticket to return of vehicle to back entrance of hotel.

- In the above wait time calculations, we conducted several trial runs of using an e-bike for one leg of travel between the proposed RHH site and the Hoboken Gardens parking area. It took an average of 3 minutes to travel by bike either direction and an average of 1 minute, 50 seconds to travel by car, obeying all speed and traffic laws. The average total came to 4 minutes 50 seconds. 3 separate runs were conducted to get an average time.
- Typical procedures for valet operations will be the following: For arriving guests, the “greeting” valet will welcome guests and assist with luggage and check-in. The “driving” valet will take keys from guest, provide receipt stub from valet ticket and make notes of any noticeable damage to vehicle. The “driving” valet will then drive vehicle to offsite lot (former Hoboken Gardens property) and retrieve e-bike from locked storage shed. Wearing a helmet and operating daytime running lights on the e-bike, the “driving” valet will return to the hotel obeying all traffic laws along Pascal Ave. and Main St.. Upon return to the hotel, the “driving” valet will secure e-bike, secure guest’s keys along with ticket stubs and make notation of what spot vehicle is parked, make and model. Any additional guest or vehicle notes will be entered into the property management system (PMS), which valet will have access to at the valet podium/station. The next vehicle to arrive, valet will switch roles in order to provide an equal amount of “greeting” and “driving” during their respective shifts.

**Rockport Planning Board**  
**Findings of Fact and Conclusions of Law Following Remand**

Site Plan Review Application  
20 Central Street, LLC  
20 Central Street, Tax Map 029, Lot 293

These matters come before the Planning Board following remand by the Maine Superior Court in accordance with its Order and Judgment dated December 1, 2021 and its Further Order and Judgment dated January 3, 2022 (collectively, the "Superior Court's Orders"). Remand of these matters was made in the Superior Court action captioned AP-2021-02, which was addressed to an appeal of the Planning Board's Notice of Decision (the "Notice of Decision") addressed to approval of application for Site Plan Review by 20 Central Street, LLC (the "Applicant" or "20 Central"). Per the Superior Court's Orders, the Planning Board's Notice of Decision was remanded in part for reconsideration of 20 Central's site plan application with respect to the adequacy of parking and compliance with standards for architectural harmony. Specifically, with respect to off-site parking, remand was deemed necessary for the Planning Board to consider and enter findings of fact regarding the parking requirements that were previously waived for Union Hall and the extent to which the Sandy's Way lot is shared with other establishments and with the general public. Separately, the Planning Board should address whether hotel balconies conform with the architectural harmony requirements under the LUO §§ 1301 and 1003.1. The Planning Board relies upon and incorporates by reference its prior Notice of Decision and issues these findings and conclusions to document the factual and legal basis for its decision with respect to parking requirements and architectural harmony in relation to 20 Central's existing application for Site Plan Review, which the Planning Board approved as reflected in the Notice of Decision and as reflected herein.

**I. Project Description and Review Process**

On February 27, 2020, the Planning Board voted to approve 20 Central Street, LLC's application for site plan review for a 26-room hotel and restaurant ("the Project" or "the Proposed Hotel") to be located at 20 Central Street in Zoning District 913, after reviewing the application over four separate meetings. The Board voted to adopt written findings of fact and a notice of decision consistent with the Board's approval on May 21, 2020. The Planning Board's previous Notice of Decision is adopted as part of these Findings of Fact.

The Planning Board's decision was appealed to the Zoning Board of Appeals, which voted 6-0 to deny the appeal on January 22, 2021. Appellants John Priestley, David Barry, David Kantor, Mark Schwartzmann, and Winston Whitney ("the Appellants") then filed an appeal in Maine Superior Court, Knox County, on March 5, 2021.

On December 1, 2021, the Superior Court entered its first Order and Judgment remanding these matters to the Planning Board for its consideration of issues related to the adequacy of parking and

standards for architectural harmony, which was further clarified in a Further Order and Judgment issued on January 3, 2022.

On January 27, 2022, the Planning Board took a view of the Project by holding a site walk then met and heard from the parties to develop Findings of Fact and Conclusions of Law pursuant to the Superior Court's Orders. On February 3, 2022, it met and considered draft findings, then took a final vote on the remanded matters. The Applicant was represented by Tyler Smith and Attorney Andre Duchette, the Appellants were represented by Attorney Kristin Collins, and Attorneys Philip Saucier and Daniel Murphy acted as counsel to the Planning Board.

The Applicant and Appellants both submitted materials prior to the January 27, 2022, including evidentiary materials not previously in the Planning Board record. For instance, appellant John Priestly submitted a diagram of a proposed 20-Room hotel for consideration by the Planning Board. This diagram also was contained in materials used by counsel for Appellants, Kristin Collins. Appellants also submitted a traffic study for inclusion in the record prior to deliberations on remand. Similarly, 20 Central has submitted multiple statements from architects and experts, as well as materials seeking to depict the number of balconies/decks within a 500 foot radius of the Project. The Board also received new written comments from members of the public. Finally, during the Planning Board's site walk, photos were taken of the Project and its surroundings.

In an abundance of caution, the Planning Board has decided to revisit the pre-existing record without reference to any newly submitted evidence or materials provided or obtained after remand in order to make its determinations on whether substantial evidence exists to support its findings on parking requirements and architectural harmony.

Separately, the Planning Board shall issue Additional Findings and Conclusions on an alternative basis. To the extent that the Superior Court's Orders can be construed as permitting the parties and participants to submit additional evidence or materials, the Planning Board shall issue alternative findings and conclusions herein that consider such materials.

For the avoidance of doubt, the Planning Board seeks to clarify that its primary Findings and Conclusions entered on remand are based solely on the record that existed prior to remand and has not taken into consideration new evidence or materials submitted or created after remand. Additional Findings and Conclusions have been entered by the Planning Board only to the extent to which the Superior Court's Orders may be construed as allowing the submission of new evidence and materials.

## **II. Findings of Fact**

Based on the evidence in the Planning Board record that existed prior to the remand from the Superior Court, including photographs, plans, and other material presented, and not based on any additional evidence, materials, or submissions not previously in the record prior to remand, the Planning Board made the following findings:

### **A. Architectural Harmony**

1. To address concerns raised during the initial review of the Project, the Applicant made several adjustments to the façade of the proposed hotel and reduced the number of rooms from 35 to 26.
2. Based on the Applicant's application, the proposed hotel will have brick arches that complement arches and other features on the adjoining buildings.
3. Each of the three buildings on the block (the existing Shepherd and Union Hall buildings and the proposed hotel) have slightly different features, but together are visually harmonious and include similar elements such as granite foundations, historic red brick, pink mortar, dormers, decks, balconies, paneled front veneer, slate mansard roofs, divided pane windows. For example, the Shepherd Block has darker features and a storefront, while Union Hall has more of a farmhouse look with green doors – but all three buildings contain certain elements that are visually harmonious.
4. The massing and size of the buildings are proportional - the hotel will not tower over the other adjoining buildings, nor be dwarfed by them.
5. The proposed design of the hotel incorporates many of the different attributes of the neighboring buildings, and the materials are mostly native to Maine, including brick and slate.
6. While the hotel is a new, modern building, it is architecturally harmonious with the adjoining buildings – renovations and new buildings do not need to be exact replicas of adjacent buildings or of historical structures, but can be designed in a way that are from a new era and different, yet reflects elements of and a continuity with their surroundings.
7. Regarding the proposed balconies:
  - a. Balconies were always part of the design but were refined as the application went through the review process to take up less space on the façade of the building.
  - b. In reviewing the rendering of the façade, the balconies are "light weight" in appearance, and the rails and spindles are thin, blending in with the brick and the corbelling of the building. When you look at the rendering of the hotel, your eye is not drawn to the balconies, but rather the lines of the windows, doors, roof, and design elements of the structure.
  - c. There are many balconies or decks on other buildings in the Village and in the visual vicinity of both the front and rear of the hotel, including four to five balconies within eyesight of the hotel. Specifically there are balconies on various buildings looking up from Sandy's Way in the back, and Central Avenue in the front, and there is a wrought-iron balcony directly across the street from the hotel at 23 Central Street that is owned by Appellant John Priestley, which is shown in so-called "Picture 5" dated 10-7-19 from the materials submitted by Applicant in support of its Application for Site Plan Review and is part of the pre-existing record. This balcony, which is across the street from the Project, was observed on the first Site Walk of the Planning Board. In addition, there are balconies on the new public library within view, and just up the street from the Project (1 Limerock Street), and on buildings on Main Street and Franklin Streets within a couple of hundred feet from the hotel.

- d. In the rear of the building there are balconies or decks on both adjoining buildings as well as on many buildings facing the water overlooking the harbor.

## **B. Parking**

1. The Project requires 56 parking spaces under Section 803.1(2) of the Ordinance (28 spaces for the hotel and 28 spaces for the restaurant inside the hotel), a fact that is not contested by the Parties as noted by the Court's December 1, 2021 Order.
2. The Planning Board did not waive any parking requirements in relation to 20 Central's application for Site Plan Review. On January 22, 2020, the Zoning Board of Appeals granted the Applicant a waiver to allow 35 off-site parking spaces at 310 Commercial Street ('the Hoboken Lot') to be served by valet service. The record includes a lease between Hoboken School House, LLC and 20 Central Street, LLC allowing the Applicant to use the Hoboken Lot for offsite parking for the proposed hotel including a plan depicting the location of the 35 dedicated parking spaces. The Planning Board was presented and reviewed this lease, as a requirement of the Land Use Ordinance.
3. The additional 21 required parking spaces will be provided by onsite parking behind the hotel (the "Sandy's Way lot").
4. Based on the plans in the Record, there are approximately 58 parking spaces in the Sandy's Way Lot, and of those, only 28 spaces have been previously dedicated to other uses.
5. The Board reviewed the minutes from four separate Planning Board meetings, and from prior approvals beginning in 2008 (change of use for Shepherd Block, abutting the proposed hotel to the east) thru 2012 (Change of use for Union Hall from educational to commercial, abutting the proposed hotel to the west).
6. At the time of both approvals the Shepherd Block (Glen Cove, LLC) and Union Hall (Rockport Properties, LLC) were owned by two different entities. Union Hall did not have any right to use any parking spaces in the Sandy's Way Lot and Rockport Properties, LLC had no ownership or rights to use the Sandy's Way Lot. The Planning Board makes note of these facts because it has been suggested by other parties that at this time, parking spaces had been allocated or pledged to support uses by Union Hall and/or Rockport Properties, LLC, and therefore were unavailable to be allocated to 20 Central in support of its application for Site Plan Review. Based on these approvals, even if Union Hall or Rockport Properties, LLC wished to have spaces in Sandy's Way Lot allocated for use by Union Hall or Rockport Properties, LLC, the lack of any legal right (including by ownership or lease) of Union Hall or Rockport Properties, LLC to parking spaces in the Sandy's Way Lot necessarily means that no parking spaces were ever allocated or pledged from the Sandy's Way Lot for Union Hall or Rockport Properties, LLC.
7. On October 8, 2008, the Planning Board approved a change of use for Shepherd Block and allocated 28 parking spaces in the Sandy's Way Lot (Page 5 of the 10/8/2008 Minutes). In 2008, the then-existing Sandy's Way Lot did not include all of the spaces available today, but

instead ended approximately at the end of the 20 Central LLC property line, and the additional parking now behind Mary Lea Park did not exist.

8. On June 20, 2012, the Planning Board held a pre-application meeting for a change of use for Union Hall from educational to commercial. Based on page 16 of the Minutes, the owner of the property stated that there were between 50 to 60 public parking spaces available in the Village, including on both sides of Central Street, on Union Street, and on Main Street – and also noted that the Sandy's Way Lot owned by a different owner, Glen Cove, LLC, had 23-24 spaces used by others. The owner of Union Hall also noted the then-owner of Shepherd Block had plans to add additional spaces on Sandy's Way (pages 16-17 of the Minutes). The 2012 Board noted the availability of on-street parking in the Village and that the public would need to be educated that there is a lot of available parking (page 18).
9. On August 8, 2012, the Board continued its review of the Union Hall change of use application. After considering the parking, the then Board Chair Mr. Leichtman noted that "waiving the parking requirements would be the smartest thing to do" and then Board voted 5 to 0 to "waive the parking space regulations for this project." Page 3 of the 8/8/2012 Minutes.
10. Thus in reviewing the previous 2008 and 2012 minutes, the Board found that in 2008 28 spaces were allocated to Shepherd Block in the old Sandy's Way Lot, and in 2012 Union Hall parking requirements were waived. The Board determined that the 2012 waiver meant that the parking space requirements were actually waived in perpetuity, and no allocated spaces were required. Stated another way, waiver of parking requirements by the Planning Board on August 8, 2012 for uses related to Union Hall means that no spaces from the Sandy's Way Lot were allocated or legally committed by the Planning Board in relation to parking requirements related to Union Hall. This determination is supported by Union Hall's lack of any legal right (whether by lease or ownership) to the Sandy's Way Lot at the time of its requests submitted to the Planning Board discussed herein. Understood in context, "waiver" of parking requirements for Union Hall means that Union Hall and owners were legally excused from parking requirements, thereby leaving at least 28 parking spaces available and unallocated at the Sandy's Way Lot.
11. There is nothing in the record that would show that the owners of Union Hall attempted to exercise any legal right to use any spaces in Sandy's Way Lot, including any easement, lease, deed or other documentation that would show there are any dedicated rights to parking for Union Hall.
12. The additional 28 parking spaces constructed in the new portion of the Sandy's Way Lot after the 2012 approvals noted above are unallocated. The Sandy's Way Lot was not oversubscribed, and there are at least the 21 unallocated spaces requested and available in the Sandy's Way Lot for use for the Project.
13. In terms of the use of the Sandy's Way Lot by the general public or other businesses in the Village, there is nothing in the record that shows any such use nor any "shared parking." The Planning Board finds that the Sandy's Way Lot is not a shared lot under the Land Use

Ordinance definitions because this provision is invoked only when distinct parties or businesses (not under common ownership) formally propose to concurrently use a parking facility, a case that is not present here. Although it has been suggested that members of the public currently "share" the Sandy's Way Lot to patronize local businesses, the Planning Board has approved and allocated 21 parking spaces in the Sandy's Way Lot to the Applicant (which has a legal right to use the Sandy's Way Lot) for guests of the Project. Once the Project is completed, the Applicant presumably can and will monitor and patrol the use of its own lot to ensure that it is used for patrons of the hotel, particularly in the summer. The Planning Board views the formal allocation of 21 parking spaces from Sandy's Way Lot as having the positive effect of making clear that such spaces are now formally allocated. The owner of the Project can control the use of the Sandy's Way lot, including any use by the public for Opera House Events, Planning Board meetings, or the like.

14. Thus, the Planning Board finds that there are approximately 58 spaces available in Sandy's Way Lot and that there are sufficient spaces for the Applicant to allocate 21 spaces to the proposed use for the Project by the Applicant. The Planning Board finds that potential use by the general public of the Sandy's Way Lot does not warrant a different determination because there are additional spaces available at the Sandy's Way Lot and the Applicant can be expected to manage the 21 spaces allocated for the Project. Because any use by the general public may be deemed by general license or permission, the Planning Board finds that no spaces from the Sandy's Way Lot have been "allocated" to the general public or surrounding businesses apart from the Applicant.

### **III. Conclusions of Law**

Based upon the application materials, testimony, statements, evidence, documents and other materials in the record existing prior to remand, and as outlined and reflected in the above Findings of Fact, the Rockport Planning Board finds that the Project meets the architectural harmony and parking requirements in the Rockport Land Use Ordinance, and further makes the following conclusions based on the applicable provisions of the Ordinance:

#### **A. Architectural Review Standards, Section 1003.**

##### ***General***

*1. Proposed development shall be located and configured in a visually harmonious manner with the terrain and vegetation of the parcel and surrounding parcels. Structures shall impede as little as reasonably practical, scenic views from the main road or from existing structures and nearby undeveloped areas.*

Based on the evidence in the record and in the findings of fact as outlined above, the Board found that the Application meets this standard and the Project will be visually harmonious with the terrain and surrounding parcels. The design is well crafted, has a nice appearance, and blends in with the architectural features of adjacent buildings. Further, the prevalence of balconies in the surrounding area makes the addition of balconies to the hotel more architecturally harmonious with its surroundings. The

balconies on the façade of the building are attractive and unobtrusive and blend in well with the adjoining buildings, and are similar to balconies located in the vicinity of the Project, including a balcony located at 23 Central Street that is located across the street from the Project. While assessment of design contains subjective elements, and various architects potentially could come to different conclusions, the collective judgment of the Planning Board is that the Project meets the standards for architectural harmony as outlined above. A search of the Land Use Ordinance finds no reference to the governance of balconies.

*2. The architectural design of structures and their materials and colors shall be visually harmonious with the overall appearance of neighboring structures.*

The Planning Board concludes that the Project meets the standard set forth above. The proposed hotel flows along with the street, is made out of bricks and granite that matches and complements the materials of the adjacent buildings, including granite, historic red brick, mansard roof, paneled veneer, granite foundations, paned windows, and a slate mansard roof. The proposed design of the hotel picks up and plays upon the design features of the adjacent buildings in a pleasing and harmonious way, and imposes upon the existing buildings as little as reasonably practical.

*3. Buildings that do not conform with these standards and that are stylized to the point where the structure is a form of advertising or exhibits a franchise style are not permitted.*

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

*4. For properties with more than one building, there shall be an overall design concept that demonstrates a cohesive relationship between the buildings.*

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

*5. Accessory structures shall be treated as architectural elements and shall meet the same design standards as larger buildings.*

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

*6. Where drive-throughs are permitted, they shall be incorporated into the design of the building through their scale, color, detailing, massing and other architectural treatments. Drive-through elements shall not face the street, unless for safety or security reasons there is no alternative.*

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

### ***Renovations and Additions***

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

### ***Roofs***

*Long monotonous facade designs including, but not limited to, those characterized by unrelieved repetition of shape or form or by an unbroken extension of line shall be avoided. Rooflines should be designed to provide diversity and visual interest.*

The Project meets this standard as the façade is visually appealing and is not long and monotonous, but instead includes design elements that are visually harmonious with the adjacent buildings. The proposed roof is a mansard roof, providing both visual interest and diversity with the surrounding buildings while also providing consistency through the use of slate roofing.

*1. Pitched roofs or the appearance of pitched roofs with a minimum slope of four (4) to twelve (12) are strongly encouraged.*

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

*2. Flat and Mansard Roofs. The use of flat and mansard roofs is prohibited on the façade(s) visible from the street, except for buildings three stories and higher located in the Section 913 Downtown zoning district.*

The Planning Board concludes that this standard has been met. The hotel will have a mansard roof, which is allowed since the project is three stories or higher and located in the 913 Downtown Zoning District.

*3. Preferred Materials. Preferred materials for visible roofing include composite shingles, standing-seam, non-glare metal or natural materials.*

The Planning Board concludes that this standard has been met. The roofing materials are natural slate, and hence the Project complies with this standard.

*4. Colors. Roof stripes and roof advertising shall be prohibited.*

The Planning Board concludes that this standard has been met. The coloring of the roof is consistent with adjacent roofs, slate.

*5. Roof-mounted Equipment. Mechanical equipment mounted on rooftops shall be screened.*

The Planning Board concludes that this standard has been met. The plans in the record show that mechanical equipment is shielded with panels and is not visible from Central Street or adjacent ways.

### ***Building Materials***

*Building materials should be treated as significant design elements that define the appearance of the structure. Where possible, sustainable, long-wearing recyclable products should be utilized.*

*1. Siding. The use of traditional building materials common to northern New England, including natural wood siding, brick or other materials with similar texture and appearance are recommended. Contemporary materials that have the same visual characteristics as traditional materials are acceptable.*

The Planning Board concludes that this standard has been met. The proposed hotel will use traditional materials, primarily brick and slate on the roof. The brick columns and archways define the appearance of the structure, and visually draw attention to the lines of the building. Buildings built with these materials are meant to be built for posterity – including this new building as well as the adjacent buildings.

*2. Exterior Finish. Plain, unfinished, concrete block; T-111 and plywood shall be prohibited.*

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration. The proposed building does not use concrete block, T-111 or plywood on the exterior finish.

*3. Colors. Bright, garish colors shall be prohibited.*

The Planning Board concludes that this standard has been met. The proposed building uses brick and granite and does not include any bright or garish colors.

### **Awnings and Canopies**

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration. The overhang over the front of the building is not an awning or canopy.

### **Linear Commercial Structures**

The Planning Board concludes this provision is not applicable to the Project and/or has not been remanded for further consideration.

## **B. Architectural Review, Site Plan Review Section 1301**

### ***Section 1301 – Purpose.***

*Substantial development or major changes in the uses of land may cause a material impact on the cost and efficiency of municipal services, public utilities, road systems and traffic congestion, and may affect the visual characteristics of neighborhoods and the Town, and the general health, safety and welfare of the community. The purpose of this Section to minimize the potential negative impacts of development, while maximizing development's positive effects by assessing the impact of new development on surrounding properties, municipal facilities and services, and the natural environment.*

*Only uses that have been recognized as being permitted uses in their zoning district, or as the result of successful review as a conditional use, are permitted to proceed to site plan review. Therefore, the purpose of site plan review is not to establish the right of a use to be located in the area proposed, but rather to ensure that the way the use is designed and placed on a lot is appropriate to its surroundings.*

*The Planning Board may consider the historic importance, scenic beauty or irreplaceability of natural areas during the site plan review. This may require a proposed development or structure to relate harmoniously to the terrain and surrounding environment, including existing buildings in the vicinity that have a visual relationship, with the proposal being considered.*

Based on the above findings and conclusions of law, the proposed hotel meets the site plan review purpose statement. The proposed building is visually harmonious, has a visual relationship with, and augments and complements the adjacent buildings – and completes the visual harmony of the block in that it fits within the surrounding structures. The balconies on the proposed building are consistent with the other balconies in the vicinity, including on the new red brick public library, the building located at 23 Central Street owned by Appellant John Priestley, and on buildings to the right and left of the building and buildings to the rear overlooking the harbor. The balconies on the proposed building have a visually harmonious relationship with their surroundings, as there is continuity in the buildings adjoined to the proposed hotel and the balconies resemble those on adjacent properties, including those referenced above. In sum, the Planning Board concludes that the Project looks like it fits in to its surroundings, harmoniously belongs with the adjacent buildings, and incorporates design elements from the surrounding structures, including the use of brick, granite, and arches. The proposed building is visually appealing and relates harmoniously with the historic standards and features of the adjacent buildings.

**C. Adequacy of Off-Street Parking – Section 803.1(4)**

*4. Parking Space table, subject to subsections 5, 6, 7, or 8 below. The following table specifies the minimum number of parking spaces to be provided (relevant uses outlined below):*

<i>Motels, Hotels and Inns</i>	<i>2 parking spaces plus 1 parking space for each sleeping room</i>
<i>Restaurants &amp; Night Clubs</i>	<i>1 space for each 3 seats</i>

Based on the evidence in the record and in the findings of fact as outlined above, the Board found that the Project requires 56 parking spaces, satisfied by providing 21 on-site parking spaces in the Sandy's Way Lot behind the proposed hotel, and 35 off-site parking spaces served by valet service to be located at the Hoboken Lot at 310 Commercial Street as previously approved by the Zoning Board of Appeals.

Based on the foregoing items and only upon the record existing prior to remand by the Maine Superior Court, the Planning Board enters its Findings of Fact and Conclusions of Law in support of its approval of 20 Central's application for Site Plan Review as reflected in its prior Decision, which its incorporated herein by reference.

**IV. Additional Submissions**

As noted above, following remand by the Superior Court to the Planning Board to address parking requirements and architectural harmony standards, both the Applicant and the Appellants, as well as

members of the public, prior to the January 27, 2022 meeting submitted additional materials and information for the Board's consideration on remand.

While these new materials were accepted and reviewed by the Board, the Planning Board hastens to note that these materials and any pictures taken during site walk were not relied upon for the foregoing Findings of Fact and Conclusions of Law outlined in Sections II and III above which instead were based on the evidence that was in the record during the Board's approval in 2020.

Counsel for Appellants prior to and at the public meeting held on January 27, 2022 objected to the Planning Board's consideration of any additional submissions or evidence despite that fact that counsel for Appellants and Appellant John Priestly both submitted additional information to the Planning Board prior to the January 27, 2022. Based upon such objections, the Planning Board took special care to enter Findings of Fact and Conclusions of Law based solely on the record that existed prior to remand by the Superior Court and also bifurcated discussion at the public meeting held on January 27, 2022 to first address these matters based solely on the pre-remand record and then to later allow for discussion based on newer submissions. To the extent that the Court's Orders can be construed as permitting the Planning Board to receive and consider new evidence on remand, the Planning Board would find and conclude that the Applicant met parking requirements and architectural harmony standards on remand for the reasons noted above and based on additional submissions and materials received after remand.

The Board was prepared to rely upon certain additional submissions which it found to be persuasive and notes the following:

1. Letters from a number of professional architects were informative, particularly opinions that newer or modern buildings that are to be built within an existing neighborhood should not strictly replicate existing buildings, but should instead reflect the 'time of the building'. The letters of professional architects and experts submitted by 20 Central were unanimous in their admiration of the efforts of the proposed hotel to fit harmoniously into the neighborhood. The Board found the architects all had credentials, experience, and were local to or familiar with the community.
2. Appellants submitted a Google Map graphic with embedded pictures that purported to depict the number of decks located in the vicinity of the Project. The Planning Board did not find this depiction credible because it did not capture the numerous balconies that it observed on its very first Site Walk for the Project (including one located across the street from the Project, at 23 Central Street). While Appellants' submissions show decks and balconies located in the neighborhood, the Board did not place significant weight on the Appellants' depiction for the reason noted above and because it showed the back of the buildings having no protruding structures, despite the fact that there is a large deck on the back of the Shepherd Block, a large balcony behind 24 Central, and decks on the condominiums in 24 Central.
3. Numerous letters submitted by the members of the public who have lived in Town of Rockport and have been active for many years spoke favorably concerning the architectural harmony of the building and how it blends into the surrounding buildings.
4. In contrast, the Applicant submitted extensive materials that purported to capture the number of decks and balconies in the region surrounding the Project. Although the

materials and slide from the Applicant related to architectural harmony showing a 500' radius was broader than the Order from the Court which asked whether decks "fall within the field of vision of a person standing on Central Street, or how the proposed bank of balconies might blend in with, complement, or clash with buildings adjacent to 20 Central Street," these submissions substantiated and supported the Planning Board's determination that a significant number of properties within eyesight of the proposed hotel have balconies or decks, including properties located directly across the street.

5. The Planning Board also notes that some of the materials in the additional submissions of the parties were included in the prior 2019/2020 review and were already part of the record.

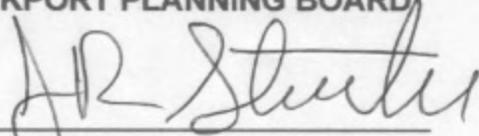
**V. Decision**

Based on the above findings of fact and conclusions of law outlined in Sections II and III of this Decision, the Town of Rockport Planning Board by a vote of 4-0-0 approves and adopts these written Findings of Fact and Conclusions of Law on remand from the Knox County Superior Court and affirms the approval of the Site Plan Application from 20 Central, LLC, subject to the previous findings and conditions included in the Board's May 21, 2020 Notice of Decision, which is attached hereto and made a part hereof.

Dated February 7, 2022

**ROCKPORT PLANNING BOARD**

BY: \_\_\_\_\_

  
\_\_\_\_\_  
Joe Sternowski, Chair

File Name: Final FoF 20 Central 02\_07\_2022A

## LEASE

THIS LEASE is made and entered into by and between **Hoboken School House, LLC**, with a mailing address of P.O. Box 812, Camden, Maine 04843, hereinafter referred to as Landlord and **20 Central Street, LLC**, a Maine limited liability company with a place of business in Rockport, Maine and a mailing address of P.O. Box 812, Camden, Maine 04843 hereinafter referred, to as Tenant.

1. Leased Property. The Landlord leases to the Tenant and the Tenant hereby leases from the Landlord a portion of the premises located at 310 Commercial Street, Rockport, Maine 04856 as shown in the attached **Exhibit A**.

2. Term. The term of this Lease shall commence on January 1, 2020 and shall terminate on December 31, 2025, both dates inclusive.

3. Rent. The Tenant agrees to pay to the Landlord as rent for the leased property the sum of Four Thousand Five Hundred Dollars (\$4,500.00) per year. Landlord acknowledges receipt of the full rent for the lease term and the Tenant agrees that in the event the lease is terminated prior to term of the lease, that the Landlord shall be entitled to keep the balance of the rent.

4. Taxes and Utility Services. Tenant shall pay all municipal business property taxes when due. Tenant shall cause all taxes, assessments and other charges levied on or imposed on any of the Tenant's personal property situated in, on, or about but not permanently affixed to the leased premises to be levied on or assessed separately from the leased premises and not as a lien thereon and agrees to pay all such taxes, assessments and other charges before they shall become delinquent. Tenant shall pay for any utility services serving the subject premises.

5. Use of the Premises. Tenant shall only use the premises for 45 parking spaces for its tenants, employees, and the invitees and employees of tenants occupying the 20 Central Street, LLC property, located at 20 Central Street, Rockport, Maine, hereinafter referred as 20 Central Property. Tenant will promptly procure, maintain and comply with all permits, licenses and other authorizations required for the property as described above. Tenant will not do any act or thing which constitutes a public or private nuisance or violates any law or municipal zoning ordinance. Tenant and Landlord agree that the exact location

6. Alterations. Tenant shall make no alterations or improvements to the premises without the prior written consent of the Landlord. Such approval shall not be unreasonably withheld if said improvements are necessary for the use of the premises for parking. In the event that Landlord shall grant written approval for alterations or improvements, Tenant shall have the right prior to the expiration of the term of this Lease, or its earlier termination, to remove any or all of such improvements or fixtures (except paving, wiring, lighting and fixtures) provided that it shall repair any and all damage caused by such removal and shall surrender the premises in a condition at least equal to its condition at the time of commencement of this Lease, ordinary wear and tear excepted. Any improvements or fixtures which have not been removed by tenant prior to the expiration or

earlier termination of the term of this Lease shall become the property of landlord upon such termination or expiration.

7. Maintenance and Repair. Tenant shall maintain the leased premises, including snow plowing, snow removal, mowing and landscape maintenance, grading of the parking areas and drives, and the maintenance, repair, and replacement of any equipment located on the leased premises, including lighting and electrical equipment, and the Landlord shall have no responsibility for any such maintenance. Tenant shall have the right to pave the parking areas and drives at the Tenant's sole expense, provided that such paving shall be done in a manner which meets the minimum industry standards and specifications for commercial parking lots.

8. Damage or Destruction of the Premises. In the event the leased premises shall be either partially or totally destroyed by fire or other casualty, the Tenant shall have the right to terminate this lease or repair the damage, at Tenant's expense. In the event that Tenant shall elect to repair the damage, then this Lease shall continue in full force and effect, and Tenant, with reasonable dispatch, shall repair such damage. Rental payments hereunder shall not be abated for the length of time necessary to make any necessary repairs. Neither party shall be entitled to any part of the proceeds of any property casualty insurance policies carried upon the premises by the other party.

9. Surrender of the Premises. Tenant shall deliver up the premises in a clean and sanitary condition at the termination of this Lease in a condition at least equal to its condition at the time of the commencement of this Lease, ordinary wear and tear or damage by fire or other casualty excepted. In the event Tenant shall fail to deliver up the premises in such condition, Landlord shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable cost therefor shall be payable by Tenant to Landlord including use of security deposit held.

10. Insurance. During the term of this lease, Tenant shall, at its sole cost and expense and for the mutual benefit of Landlord and Tenant, carry and maintain comprehensive public liability insurance against claims of bodily injury, death, or property damage arising out of the use or occupancy of the leased premises by Tenant to the limit of not less than **One Million Dollars (\$1,000,000.00)** for any one accident or occurrence. On the commencement date of this lease, Tenant shall furnish to Landlord copies or certificates of said policies from a responsible insurance company authorized to transact business in Maine, together with proof of payment of the premium therefor, and shall, upon the expiration of the term of any such policies, similarly furnish to Landlord a copy or certificate of each such renewal policies together with proof of payment of the premium therefor. Said policies and renewal therefor shall provide that the same may not be cancelled by the insurer without ten (10) days' written notice to Landlord and to Tenant. Tenant shall acquire and maintain its own insurance to protect its personal property, equipment, inventory, fixtures and improvements on the leased premises from loss by fire or other casualty.

11. Eminent Domain. If the leased premises or any part thereof shall be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking and neither party shall have any further obligation to the other. Any rent paid for any period beyond the date of such termination shall not be repaid to Tenant. Tenant shall not be entitled to any part of the award except that Landlord shall pay to Tenant from the award when received, the amount, if any,

which it is increased by reason of the taking of fixtures and equipment which Tenant is entitled to remove, but not by reason of alterations or improvements paid for by Tenant.

12. Default. If Tenant defaults in the payment of rent or other charges provided for herein when they become due, or if Tenant defaults in the performance of any of Tenant's covenants, agreements and undertakings herein contained or fails to observe or comply with any of the terms, provisions or conditions of this Lease to be observed and performed by Tenant, Landlord may, at the option of Landlord, deliver to Tenant a written notice of such default in person or by registered or certified mail, and if Tenant does not cure such default within ten (10) days after receipt of such notice, then this Lease shall terminate. Upon such termination, Tenant shall quit and surrender the leased premises to Landlord and Landlord may hold Tenant liable for all rent and other charges provided for herein accrued to the date of such termination plus such rent and other charges as would have otherwise been required to be paid by Tenant to Landlord during the period following termination by Landlord until the date which would have been the date of expiration of the term of this Lease. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the leased premises by any lawful means and remove Tenant and other occupants and Tenant's effects. If the leased premises be abandoned or vacated by Tenant for a period of sixty (60) days or more, or in the event of any other act of default as described above, Landlord may, at Landlord's option, take possession of said premises and rent the same for the best price obtainable and if the rent received through such reletting is not at least equal to the rent and other charges provided for hereunder, Tenant shall pay and satisfy any such deficiencies between the amounts of the rent called for by this Lease and that received through reletting, as well as all expenses incurred by any such reletting such as fees or commissions paid to real estate agents in connection with such reletting, and attorney fees incurred by Landlord. Tenant hereby waives and releases any and all claims against Landlord for damages by reason of such re-entry or the taking of possession of said premises. Landlord shall not have any obligation to relet or attempt to relet the premises or any portion thereof or to collect rental after reletting; but Landlord shall have the option to relet or attempt to relet, and in the event of reletting, Landlord may relet the whole or any portion of the premises for any period, to any tenant, and for any use or purpose. In no event shall Tenant be entitled to any excess of rent obtained by reletting over and above the rent provided for herein.

13. Quiet Enjoyment. The Landlord covenants and agrees with Tenant that so long as the Tenant keeps and performs all of the covenants and conditions by the Tenant to be kept and performed, the Tenant shall have quiet and undisturbed and continued possession of the premises.

14. Inspection by Landlord. Tenant shall permit Landlord and Landlord's agents to enter into and upon the leased premises at all reasonable times for the purposes of inspecting the same and ensuring compliance with the terms and conditions of this lease.

15. Assignment and Subletting. The Tenant shall not sublet the premises or any part of the same or assign this Lease contract or any interest herein without the prior written consent of Landlord. Such approval shall not be unreasonably withheld. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the leased premises shall not operate to waive, extinguish, or exhaust Landlord's right to require such written consent as to any subsequent assignment or subletting by either Tenant or by any assignee or by any sub-Tenant.

**Notwithstanding the above, the Tenant shall be free to include the right to park on the leased premises in leases or rental arrangements with the tenants of the 20 Central Property, and their employees and invitees, upon such terms and conditions as the Tenant shall deem necessary and appropriate. Landlord and Tenant agree that the exact location of the 45 parking spaces may be changed by the Landlord upon notice to the Tenant as the Landlord in its sole judgment deems necessary for the development of the property at 310 Commercial Street.**

16. Erection of Signs. Prior to erecting any signs on the exterior of the leased premises, Tenant shall submit a plan depicting such sign or signs to Landlord and shall obtain Landlord's written approval of such plan. In addition, Tenant shall comply with all local, municipal, and state laws and regulations governing the erection of signs and shall acquire and maintain all permits and licenses as required.

17. Indemnification. Tenant hereby indemnifies, and shall protect and hold Landlord harmless from and against any liability, losses, claims, demands, costs, expenses and judgments of any nature arising, or alleged to arise, from or in connection with (a) any injury to, or the death of any person, or loss or damage to property on or about the leased premises or arising from or connected with the use of the leased premises by Tenant during the term of this Lease, or (b) performance of any labor or services or the furnishing of any materials or other property in respect of the leased premises or any part thereof by or at the request of the Tenant. Tenant shall, within thirty (30) days after notice from Landlord, discharge any mechanic's lien for materials or labor claimed to have been furnished to the leased premises on behalf of the Tenant.

18. Failure to Surrender, Renewal. In the event Tenant does not surrender the premises and vacate the same at the termination of the term herein provided, such holding over shall not be considered as a renewal of this Lease contract, but the same shall be considered being merely a holding over from month to month at the will of Landlord, at a rental of \$4,000.00 per month. No extension, renewal, or change of this Lease contract shall be valid without a written agreement by and between Landlord and Tenant herein.

19. Subordination. This lease is, and at all times during the term hereof, shall be subject to and subordinate to any and all present or future mortgages, liens, encumbrances, easements, or restrictions which may be placed on said premises or any part thereof by Landlord, or any person, company, or association claiming under Landlord. Tenant covenants and agrees to execute and deliver upon demand of Landlord, such other instruments as may be necessary or required to subordinate this Lease to the lien of any such mortgages, liens or encumbrances, as may be desired by Landlord. Tenant hereby irrevocably appoints Landlord the attorney in fact of Tenant to execute and deliver such instrument or instruments subordinating this Lease for and in the name of Tenant in the event Tenant fails or refuses to execute such instrument or instruments within five (5) days after having been given written notice to do so, and Landlord shall not, by reason thereof, be subject to any liability of any kind or nature.

20. Default and Termination. If default shall at any time be made by Tenant in any of the covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for sixty (60) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may seek eviction of the Tenant by the commencement of an eviction action for forcible entry and detainer in any court of competent jurisdiction. reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

21. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement shall be construed under and in accordance with the laws of the State of Maine. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement constitutes the sole and only agreement of the parties hereto pertaining to the Lease of the leased premises and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. No amendments, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The rights and remedies provided by this Lease Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive their right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. No waiver by the parties hereto of any default or breach of any term, condition or covenants of this Agreement shall be deemed to be a waiver of any other breach of the same or any other terms, condition or covenant contained herein. Time is of the essence of this Agreement.

21. Memorandum of Lease. **The Tenant is hereby authorized to record a memorandum of this lease in the Knox County Registry of Deeds.**

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in duplicate, on the \_\_\_\_\_ day of January, 2020.

Camden, Maine

**20 Central Street, LLC, Tenant**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by Tyler Smith,  
its Manager duly authorized

**Hoboken School House, LLC, Landlord**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
by Tyler Smith,  
its Manager duly authorized



## Randy Dunton

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**From:** tyler@bayviewmanagement.net  
**Sent:** Tuesday, February 22, 2022 3:38 AM  
**To:** Randy Dunton; 'Orion Thomas'; smith@bayviewmanagement.net; 'William Gartley'  
**Cc:** Al Palmer  
**Subject:** RE: Rockport Harbor Hotel - Traffic Study

Randy,

Detailed plans and permitting for the offsite parking have not yet been completed. The detail design work and permitting addressing the parking lot details (curbing, drainage, landscaping, grading, striping, vehicle turn radius, lighting, security etc.) as well as DOT permitting requirements (if needed) will occur later this spring.

The site where the offsite parking is located has been used for vehicle parking for the past 30 years and only recently has been used to store fill material removed from the hotel construction site. Previously, the site, including all five entrances, has been used for an intensive commercial landscaping business (Farley and Sons) for their employee parking (30 Persons), retail shop customer parking and parking for all their landscape and plowing trucks and equipment. During site plan review the ZBA and Planning Board found its use as a parking lot consistent with the previous use and not to be a change of use.

I have not yet had any conversations with the DOT with regard to whether they consider the valet parking to be a change of use per 17-299. If they do determine it to be a change of use, I do not see an issue developing/modifying entrances to comply with all town and DOT standards including Sight Distance and Driveway Slope.

Will, feel free to add to this feedback to Randy.

Thanks,

**TYLER SMITH, P.E.**

*Director of Property Management & Development*  
**Bayview Management**

P.O. Box 812  
Camden, ME 04843  
P: 207-236-0040  
C: 207-230-9206  
F: 207-236-2479

---

**From:** Randy Dunton <rdunton@gorrillpalmer.com>  
**Sent:** Monday, February 21, 2022 7:30 PM  
**To:** tyler@bayviewmanagement.net; 'Orion Thomas' <planning@rockportmaine.gov>; smith@bayviewmanagement.net; 'William Gartley' <wgartley@gartleydorsky.com>  
**Cc:** Al Palmer <apalmer@gorrillpalmer.com>  
**Subject:** RE: Rockport Harbor Hotel - Traffic Study  
**Importance:** High

Good evening all,

I completed a site visit today and as a result I have some additional questions and requests for additional information.

- Has a MaineDOT Entrance Permit for the driveway from the Valet parking area onto Commercial Street (Route 1) been received? If so, can I get a copy of that permit? If not, can I get written confirmation from MaineDOT that one is not needed. It is our opinion that one is needed as a change of use for the site.
- Can someone send me documentation that sight distances at the Valet driveway have been reviewed, what they were, and that they meet standards. If a MaineDOT Entrance Permit is required, those standards will also need to be met.
- The driveway for the Valet parking area appears to be at a grade between 10-15 % where it intersects Route 1. Can someone send me confirmation that this meets the Towns entrance standards or that the Town has waived items related to the driveway that do not meet standards. If a MaineDOT Entrance Permit is required, those standards will also need to be met.

Thank you all.

Randy Dunton P.E., PTOE | Project Manager



707 Sable Oaks Drive, Suite 30 | South Portland, ME 04106  
207.772.2515 x 246 (office) | 207.239.7430 (mobile)  
[www.gorrillpalmer.com](http://www.gorrillpalmer.com)

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**From:** [tyler@bayviewmanagement.net](mailto:tyler@bayviewmanagement.net) <[tyler@bayviewmanagement.net](mailto:tyler@bayviewmanagement.net)>  
**Sent:** Monday, February 21, 2022 3:39 AM  
**To:** Randy Dunton <[rdunton@gorrillpalmer.com](mailto:rdunton@gorrillpalmer.com)>; 'Orion Thomas' <[planning@rockportmaine.gov](mailto:planning@rockportmaine.gov)>; [smith@bayviewmanagement.net](mailto:smith@bayviewmanagement.net); 'William Gartley' <[wgartley@gartleydorsky.com](mailto:wgartley@gartleydorsky.com)>  
**Cc:** Al Palmer <[apalmer@gorrillpalmer.com](mailto:apalmer@gorrillpalmer.com)>  
**Subject:** RE: Rockport Harbor Hotel - Traffic Study

Hi Randy,

Thank you for working on this on such short notice. Please see the answers to your questions below in **RED**. Let me know if you have any other new or follow-up questions or need anything else to support your study.

1. Can I get the calculations and associated methodology of how the parking needs of the proposed Hotel & Restaurants were determined?

Per the 2018 Land Use Ordinance (the revision of the ordinance that we were reviewed and approved under) the number of required parking spaces was determined by Table 803.1.2, shown below:

Motels, Hotels and Inns	2 parking spaces plus 1 parking space for each sleeping room
Restaurants & Night Clubs	1 space for each 3 seats

The number of required spaces is based solely on the number of Hotel Rooms and number of seats in the restaurant.

Our Site Plan application at the time when this was reviewed was for a 35 room hotel and 84 seat bar/restaurant space. The parking requirement was calculated by the planning board during the December 19, 2019 meeting. The board calculated the number of required spaces as 37 spaces for the Hotel and 28 spaces for the bar/restaurant for a total of 65 parking spaces. The board determined that 23 spaces were available on-site (Sandy's Way Lot) and 42 off-site valet spaces would be needed to be approved by the ZBA.

It is noted that since the Planning Board and ZBA meetings occurred we have submitted a design for a lower room count. In the building permit for the hotel we proposed a 20 room hotel and a 84 seat bar/restaurant space. Using the same calculation method that would require 50 parking spaces, 23 of which are provided on-site and 27 which are provided off-site.

2. Please confirm how many spaces on-site are reserved for just the Hotel & Restaurants? There are 23 private on-site spaces within the Sandy's Way lot reserved just for the Hotel/Restaurant.

3. Please confirm how many spaces at the satellite lot are reserved for just the Hotel & Restaurants?

We are planning on building out 45 parking spaces in the off-site lot (See C1), this was greater than the 42 required by the planning board. This is significantly more than the 27 that would be required for the present design. All of these spaces are reserved for just the hotel/restaurant.

4. Are employees required to park at the satellite lot and if so, how do they get to the restaurant? Vice versa when they leave?

At all of our hotels we require employees to park off-site, this parking is either at our valet locations or in all day public parking (see town parking study).

5. Do the Hotel / Restaurants have to share parking with anyone else, and if so, how many spaces and what is the other use?

The Hotel/Restaurant does not share any parking spaces with any other businesses. The 23 spaces in the Sandy's Way lot and the 45 spaces in the off-site lot are used solely by the Hotel/Restaurant.

6. In reading the Valet Parking Standards provided, it appears that there is some expectation that there will be an equal amount of arriving and departing guests in the procedure of using the e-bike. There also appears to be some expectation that the arrivals / departures will be spread out evenly over time periods. Given that the use is a Hotel / Restaurants, it would not be unexpected to have a significant number of people show up at once or leave at once. If say five vehicles show up at once, and the parking lot is full, where are they parked while waiting to get valet services? How will the e-bike procedure work with five arriving vehicles at once with no departures?

Once we start operations and have occupancies that require the valet service we will have to determine the best method to achieve the level of service our customers expect. In times of heavy parking demand (summer, weekends, events, etc.) the valet team will have to manage the 51 private spaces making sure they are being utilized solely for the Hotel (23 spaces) and the 18 Central Building (28 spaces) and directing all other users to the other 348 downtown public parking spaces (2009 Parking Study). Our current proposal to utilize e-bikes to support the valet service is based on their successful use at a number of similar hotel properties in New England. If we are not able to achieve the desired level of service with the e-bikes then a more traditional valet shuttle services will be utilized.

7. How will the e-bike procedure work in winter and inclement weather?

Parking demand for the hotel/restaurant will be highly dependent on our occupancy. As you can see in the table below our occupancies during winter months is drastically different than the summer months. With that being said the e-bike is obviously weather dependent and our valets would utilize a more traditional valet shuttle service during inclement weather.

16 Bayview - Average Occupancy Percentage											
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
40%	61%	62%	78%	57%	86%	98%	97%	97%	93%	58%	52%

8. If the valet shows up at the satellite lot and a car does not start, how is that handled? It would seem that the system breaks down quickly.

This is the type of thing that we currently encounter at our three other properties in Camden. This situation is usually addressed quite seamlessly by our valet employees, management team and maintenance personnel.

9. The procedure identified in the Valet Parking Standards for the “driver” appears to include a significant number of tasks:

- Get keys
- Provide Receipt
- Evaluates car for existing damage
- Drive vehicle to satellite lot
- Park car
- Unlock shed and get e-bike out and put on helmet

- Lock shed back up
- Drive e-bike back to hotel
- Secure e-bike
- Put keys in lock cabinet and document parking space
- Enter any special notes into the PMS

It appears from the information I have seen that only the driving time between the two points has been factored into the equation and LOS. It would appear that the drive time is only a small portion of the total time it takes to complete one service and that the “whole” procedure should be included in the estimation of times and valets needed?

Yes, all of these items are included in the determination of the number of valets required to support this service. However, the calculation for the level of service provided to the customer is only a portion of this time as the guest is only interested in the time required for the retrieval of their vehicle. The customer is not interested in the time it takes to transport their vehicle to the valet lot and it is not uncommon for the valet manager to que multiple vehicles for transport at the property during times of high drop off.

10. Which class of e-bikes are being used? It is our understanding that e-bikes on Maine roadways are treated as a bicycle. Are there appropriate bicycle accommodations between the Hotel / Restaurants and the satellite lot? Are there any planned bicycle improvements between the two points of interest?

The class of e-bikes or for that matter what transport vehicles would be used by the valet service have not been determined at this time. This section of roadway is currently utilized by numerous bikers including a number of bike tour companies that operate in the area (Vermont Bicycle Tours, Backroads). Additional bike lane improvements are scheduled for 2025 with the renovation/replacement of the vehicular bridge over the goose river.

The off-site parking lot and valet service does not hinge on e-bikes working. The proposal to utilize e-bikes is based on their success supporting valet services for other hotels in New England and their ability to meet our companies environmental goals. If we determine using e-bikes compromises the safety of our employees, the public, level of service or technical feasibility they will not be used and we would utilize traditional shuttle vehicles to support our valet service.

Thanks,

**TYLER SMITH, P.E.**

*Director of Property Management & Development*  
**Bayview Management**

P.O. Box 812  
Camden, ME 04843  
P: 207-236-0040

C: 207-230-9206  
F: 207-236-2479

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**From:** Randy Dunton <[rdunton@gorrillpalmer.com](mailto:rdunton@gorrillpalmer.com)>  
**Sent:** Sunday, February 20, 2022 11:33 PM  
**To:** [tyler@bayviewmanagement.net](mailto:tyler@bayviewmanagement.net); 'Orion Thomas' <[planning@rockportmaine.gov](mailto:planning@rockportmaine.gov)>; [smith@bayviewmanagement.net](mailto:smith@bayviewmanagement.net); 'William Gartley' <[wgartley@gartleydorsky.com](mailto:wgartley@gartleydorsky.com)>  
**Cc:** Al Palmer <[apalmer@gorrillpalmer.com](mailto:apalmer@gorrillpalmer.com)>  
**Subject:** Rockport Harbor Hotel - Traffic Study  
**Importance:** High

Good evening all,

To assist in completing our evaluation, I would like to request more input / clarification on the following items.

1. Can I get the calculations and associated methodology of how the parking needs of the proposed Hotel & Restaurants were determined?
2. Please confirm how many spaces on-site are reserved for just the Hotel & Restaurants?
3. Please confirm how many spaces at the satellite lot are reserved for just the Hotel & Restaurants?
4. Are employees required to park at the satellite lot and if so, how do they get to the restaurant? Vice versa when they leave?
5. Do the Hotel / Restaurants have to share parking with anyone else, and if so, how many spaces and what is the other use?
6. In reading the Valet Parking Standards provided, it appears that there is some expectation that there will be an equal amount of arriving and departing guests in the procedure of using the e-bike. There also appears to be some expectation that the arrivals / departures will be spread out evenly over time periods. Given that the use is a Hotel / Restaurants, it would not be unexpected to have a significant number of people show up at once or leave at once. If say five vehicles show up at once, and the parking lot is full, where are they parked while waiting to get valet services? How will the e-bike procedure work with five arriving vehicles at once with no departures?
7. How will the e-bike procedure work in winter and inclement weather?
8. If the valet shows up at the satellite lot and a car does not start, how is that handled? It would seem that the system breaks down quickly.
9. The procedure identified in the Valet Parking Standards for the "driver" appears to include a significant number of tasks:
  - Get keys
  - Provide Receipt
  - Evaluates car for existing damage
  - Drive vehicle to satellite lot
  - Park car

- Unlock shed and get e-bike out and put on helmet
- Lock shed back up
- Drive e-bike back to hotel
- Secure e-bike
- Put keys in lock cabinet and document parking space
- Enter any special notes into the PMS

It appears from the information I have seen that only the driving time between the two points has been factored into the equation and LOS. It would appear that the drive time is only a small portion of the total time it takes to complete one service and that the “whole” procedure should be included in the estimation of times and valets needed?

10. Which class of e-bikes are being used? It is our understanding that e-bikes on Maine roadways are treated as a bicycle. Are there appropriate bicycle accommodations between the Hotel / Restaurants and the satellite lot? Are there any planned bicycle improvements between the two points of interest?

Thank you in advance for the additional information & clarification.

Randy Dunton P.E., PTOE | Project Manager



707 Sable Oaks Drive, Suite 30 | South Portland, ME 04106  
 207.772.2515 x 246 (office) | 207.239.7430 (mobile)  
[www.gorrillpalmer.com](http://www.gorrillpalmer.com)

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**From:** [tyler@bayviewmanagement.net](mailto:tyler@bayviewmanagement.net) <[tyler@bayviewmanagement.net](mailto:tyler@bayviewmanagement.net)>  
**Sent:** Thursday, February 10, 2022 2:32 PM  
**To:** Randy Dunton <[rdunton@gorrillpalmer.com](mailto:rdunton@gorrillpalmer.com)>  
**Cc:** 'Orion Thomas' <[planning@rockportmaine.gov](mailto:planning@rockportmaine.gov)>; [smith@bayviewmanagement.net](mailto:smith@bayviewmanagement.net); 'William Gartley' <[wgartley@gartleydorsky.com](mailto:wgartley@gartleydorsky.com)>  
**Subject:** Rockport Harbor Hotel - Traffic Study

Randy,

I am contacting you to make sure you have my email and phone information available while you are working on the traffic study for the Rockport Harbor Hotel. I am the builder/owner/operator of the Hotel and should be able to get you any information on the project you may need during your analysis/review.

I did see a list of documents that Orion sent to you already. In addition to these there are records/documents that were missing from that list that may help in your study. They include the following:

- 2018 Land Use Ordinance (Revision of Ordinance that Site Plan including Off-Site Parking were all approved under)
- Minutes from ZBA Meeting (Approval of Offsite Parking) (MAY NOT EXIST)

- Video from ZBA Meeting (Approval of Offsite Parking) <https://livestream.com/rockportmaine/events/8964907>
- Transcript from ZBA Meeting (Approval of Offsite Parking)
- Valet Parking Presentation from Site Plan Review
- Lease for Off-Site Parking

It is a little hard to tell what you will need as the wording of the study requirements within the ordinance are poorly written and it is difficult to define the scope. There was also significant discussion, including the parking requirement calculations, during the December and February Site Plan meetings (all have recorded videos available) but I think the results of these meetings are well summarized in the Planning Board Findings of fact that have been provided.

We have worked directly with Gartley Dorsky for all of our surveying and site plan activities so feel free to contact Will Gartley or Bill Lane to get any surveying or project information they may have.

When you do a site visit please let me know if you need if you need any additional access to the Hotel project site or to the offsite parking location.

Thanks,

**TYLER SMITH, P.E.**

*Director of Property Management & Development*

**Bayview Management**

P.O. Box 812

Camden, ME 04843

C: 207-230-9206

F: 207-236-2479