HOUSING & COMMITTEE
DATE: May 10, 2017
TIME: 5:30 pm – 7:30 pm
LOCATION: Room 209, 2nd Floor, City Hall

1. Agenda For May 10 Housing Committee Meeting

   Documents:

   00 HC AGENDA - 05.10.2017.PDF

2. Review And Acceptance Of Minutes Of Previous Meeting Held On March 30, 2017

   Documents:

   01 DRAFT - MINUTES HOUSING COMMITTEE 03.30.2017.PDF

3. Portland Police Department Will Provide An Overview Of The Disorderly House Ordinance

   Documents:

   02 MEMO RE SHORT TERM RENTALS AND DISORDERLY HOUSE ORDINANCE - 5-2017.PDF

4. Update And Overview Of Housing Safety Office

   Documents:

   03 HOUSINGCOMMMEMOFORUPDATE5.5.17.PDF

5. Review Of Proposed Changes To The Housing Code Re: Habitation Of Recreational Shelters

   Documents:

   04 HOUSINGCOMMMEMO - RECSHELTERS 05.05.17.PDF

6. Review And Recommendation Of Request Received Through The Supplemental HOME Funds Application

   Documents:

   05 SUPPLEMENTAL HOME FUNDING REQUEST 05.2017.PDF

7. Review And Recommendation Of Renewal Of The City's Participation In The Cumberland County HOME Consortium

   Documents:

   06 RENEWAL OF HOME CONSORTIUM 05.2017.PDF

8. COMMUNICATION ITEM: Information On The Lead Safe Housing Program

   Documents:

   07 COMMUNICATION ITEM LEAD SAFE HOUSING PROGRAM MAY MAY HOUSING COMMITTEE UPDATE2.PDF

9. Committee 2017 Work Plan Discussion

   Documents:

   08 DRAFT 2017 HC WORKPLAN 05.05.2017.PDF

Councilor Jill Duson, Chair
Next Meeting Date: June 14, 2017

HOUSING COMMITTEE

DATE: **Wednesday, May 10, 2017**
TIME: **5:30 p.m. – 7:30 p.m.**
LOCATION: **City Hall, Room 209**

A G E N D A

1. Review and accept Minutes of previous meeting held on March 30, 2017

2. Portland Police Department will provide an overview of the Disorderly House Ordinance – See enclosed memorandum from Richard M. Bianculli, Jr., Esq. Neighborhood Prosecutor, Police Department.

3. Update and Overview of Housing Safety Office – See enclosed memorandum from Michael Russell, Director of Permitting and Inspections Department and Jonathan Rioux, Director of Inspections Division.

4. Review of Proposed Changes to the Housing Code re: Habitation of Recreational Shelters - See enclosed memorandum from Michael Russell, Director of Permitting and Inspections Department, Jonathan Rioux, Director of Inspections Division and Anne Torregrossa, Associate Corporation Counsel. *This is an actionable item and public comment may be taken*

5. Review and Recommendation of request received through the Supplemental HOME Funds Application – See enclosed memorandum from Mary Davis, Director, Housing and Community Development Division. *This is an actionable item and public comment may be taken*

6. Review and Recommendation of Renewal of the City's participation in the Cumberland County HOME Consortium – See enclosed memorandum from Mary Davis, Director, Housing and Community Development Division. *This is an actionable item and public comment may be taken*

7. COMMUNICIATION ITEM: Informational packet regarding the Lead Safe Housing Program - See enclosed memorandum from Colleen Hennessy, Lead Safe Housing Program Manager.

8. Committee 2017 Work Plan discussion

Councilor Jill Duson, Chair

Next Meeting Date: Wednesday, June 14, 2017 at 5:30 PM in Room 209

Housing Committee

Minutes of March 30, 2017 Meeting

A meeting of the Portland City Council's Housing Committee (HC) was held on Thursday, March 30, 2017 at 5:30 P.M. in Room 209 of Portland's City Hall. Councilors present at the meeting included Committee members Councilor David Brenerman, Councilor Brian Batson and Chair Councilor Jill Duson. City staff present included Director of Planning & Urban Development, Jeff Levine; and Division Director Mary Davis.

Item 1: Review and accept Minutes of previous meeting held on March 8, 2017.

Councilor Brenerman motioned and Councilor Batson seconded to accept the minutes from the March 8, 2017 Housing Committee meeting. Minutes were unanimously approved 3-0.

Item 2: Proposed amendments to Division 30 to support the creation of affordable housing in Portland

Councilor Duson explained that the committee will take public comment but will not take action for or against but may refer to the Planning Board, after which the Planning Board will send the item to the full council.

Jeff Levine presented the memo to the Committee and explained that the previous Housing Committee expressed an interest in looking at zoning. The proposed new Comprehensive Plan identifies specific nodes and corridors that may be appropriate for future development. Currently, in City Code Section 14-488 there are density bonuses available for affordable housing. These are available city wide and have not been widely used. Staff is proposing to start with changes that may align with the nodes and corridors map in the comprehensive plan which doesn't exactly match the zoning maps but staff tried to look at major corridors to include in the proposal. The draft language suggests that the density bonus be available in the zones shown on the map in the packet and separates low-income and workforce housing at different density levels. The proposed language adds a public process requirement in response to direction from the committee at a prior meeting and prohibits double dipping with inclusionary zoning standards.

Councilor Brenerman asks Jeff to describe how the map from the comprehensive plan fits with the proposal. Jeff indicates that the comprehensive plan, when adopted by the council, will be used as guidance and is not determining zoning. The diagram/map will be used a guide and can be used to judge if projects are consistent with the comprehensive plan. Councilor Brenerman asks if the proposal recognizes that there are some areas with single family neighborhoods and Jeff notes that the only section that would affect single family neighborhoods is the PRUD section. Councilor Brenerman asks for list of PRUDs. Councilor Brenerman asks how this will help affordable housing developers. Jeff explains that developers look at cost per unit and if the number of units increases it makes the project more financially feasible.

Councilor Duson would like clarification that the proposal will not create changes in residential zones. Jeff indicates that in general no, however the chart included in the proposed language would apply in the R7 and RP zones; the PRUD language would apply in the R3 & R4 zones. Councilor Duson asks if this will impact the Camelot Farms discussion to which Jeff responds no. Councilor Duson asks if the area further up in North Deering/Washington Avenue will be considered. Jeff indicates that the area had been considered. Jeff also indicates that the PRUD criteria could be used in that area for sites of 3 or more acres.

Councilor Duson opens to public comment.

Cynthia Cochran, E. Bayside – Submitted written comments prior to the meeting which she read to the committee. Councilor Duson asks for written comments to be made part of committee record.

Dana Totman, Avesta Housing –Thinks proposal is more than fair and indicates that the previous density bonus was not effective. This proposal is much better than the contract zone process and map changes and will have a positive affect on affordable housing. He is concerned with public meeting requirement 60 days before site plan application, it creates more cost. He would suggest a smaller time period. He believes this will help to make Portland proposals more competitive in the MaineHousing QAP.

Jay Waterman, PHA – Appreciates that zones referred to in the proposal echoes the new comprehensive plan. This is not a perfect fit but it's a great start. He suggests that in the future the City may be able to look more surgically at more specific areas.

Ben Walters – Asks if the City will be looking at other specific areas in the future. He mentions that MaineHousing requires site plan approvals 30 days before submittals.

Norman Maze, Shalom Housing – Supports these changes and indicates the potential for creating more affordable housing is extremely important.

Kim Cook, consultant with PHA – Indicates that projects looking for LIHTC funding would need site plan approval before submitting to state.

Public comment period is closed. Councilor Duson asks if committee has further comments and suggests that Committee opt to send to this proposal to the Planning Board for review (in workshop and hearing). She asks that staff talk with the City Manager about having a council workshop on these changes. Councilor Batson indicates he is comfortable with forwarding the proposal to the Planning Board without taking Committee action. Councilor Brenerman agrees.

Councilor Duson moves that the item be referred to the Planning Board with an explanation that the Committee did a preliminary review and that the Planning Board refer its recommendation to the City Council for action. Seconded by Councilor Batson. Unanimously approved 3-0.

Item 3: Housing Committee member discussion and next steps

For the May 10 meeting, Councilor Duson would like to see an overview of the Disorderly House Ordinance, description of the number and types of calls for service, general trends that have been noted, specifically as it relates to short term rentals. She would also like to get a sense of the standard operating procedures when officers respond to a call from a short term rental and any recommendations the Police Department may have on how to make the ordinance a useful tool for someone who has issues with a short term rental.

Councilor Brenerman would like a status update at the May and June meetings on the status of the tiny house bill in state legislature.

Councilor Duson asks the committee member to think about meeting twice in either July or August and then taking one of those months off.

Councilor Duson indicates that the committee will meet next on May 10, 2017 at 5:30 pm.

On a motion made and seconded the meeting was adjourned at 6:45 PM.

Respectfully submitted,
Mary Davis

To: Housing Committee Councilors:
Jill Duson (Chair), David Brenerman (Co-Chair), and Brian Batson
From: Cynthia Cochran, East Bayside resident/home owner since 2000
Date: March 30, 2017
Re: Proposed Amendments to Division 30 to support affordable housing in Portland

I have three main concerns with the broad outlines of this proposal, at this time:

ONE

It does not do what it is claiming to do, which is to support the creation of affordable housing along Portland's transportation corridors in conjunction with the discussions and concerns, many arising over the past year/s in this Housing Committee, about the growing scarcity of housing supply for households earning low and moderate incomes and the most often repeated recommendation regarding housing to arise from discussions pertaining to the City's work on its Comprehensive Plan, "to increase housing density along Portland's transit corridors." Instead, the proposed policy restricts the focus of its recommendations to "escalate density bonuses, height, and setback reductions" to just a few, selected zones, within the City. The existing ordinances, pertaining to these selected zones, already allow for greater height, density, density bonuses, and setback reductions than those for all other zones in the City. In addition, many of these zones include areas in the City that are not along the City's major transit corridors, as delineated in the future land use section of the City's new, still in-draft form, Comprehensive Plan. (Please see the attached map from the draft plan with my added labels). It is clear from this map that the "priority" transit corridors are the following: Washington, Forest, Allen, Stevens, and Brighton Avenues, Franklin, High, State, and Congress Streets. I do not know why Auburn Street and Washington Extension are not included in this designation, as they <u>are</u> included in the Metro Line that serves Washington Avenue.

I personally attended many, many of these housing/comp plan discussions, and can attest that the "to increase housing density along Portland's transit corridors" was likely the most popular recommendation of any to arise in these venues. Credit is due to Alex Landry, resident of West Bayside, for being its most prolific supporter.

I believe that this policy idea is popular because it would support two similarly supported goals: 1) development of more housing to help address the housing supply shortage in Portland, and 2) support expansion of the City's transit service area and the frequency and reliability of that transit service. Restricting this policy to the currently proposed zones, would not achieve either of these goals as effectively as a wider, more-inclusive application to all the zones abutting these identified transit corridors. Having researched the corridors, and related zones, it is clear that they include a wide range of the City's zoning designations. (See attached listing). In addition, land parcels that are not located along these transit corridors, should not be swept up in this proposed amendment to Division 30 (See ZONING (Selected Districts) Portland, Maine map included with this amendment proposal to find these unrelated parcels).

TWO

Unlike the consensus surrounding the “increase density along transit corridors” policy, there is no consensus about what the word “affordable” means, nor to the question of “affordable to whom”? This proposed amendment states that its purpose is to “support the creation of affordable housing in Portland” and “particularly for households earning low and moderate incomes,” and yet, it does not define any of these terms. How can we assess the effectiveness of this policy approach, until its desired results are clearly, and unequivocally, defined. Would extending the application of the increased density, density bonuses, and setback reductions to a wider, more-inclusive number of City zones abutting these identified transit corridors be a more effective means of achieving these desired results?

I have repeatedly stated, in all related public forums, hearings, workshops, and other meetings, that the lack of housing for working class individuals, (making approximately $30,000 to $69,000 annually) has not been addressed by any of the City’s housing policy efforts to date. As you know, the recently initiated, inclusionary zoning policy does not address this income level. Its definition of “affordable” is 100% of the area-median income for rental housing, and 120% for housing ownership. The 2015 5-yr American Community Survey (ACS) estimates the area-median income (Cumberland County) for Portland is currently $78,038. The fact that the policy states “up to 100% and 120%” does not mean that units are built for those of lower incomes. We all see the mass exodus from the City of the people who actually provide most of the services to City residents and to visitors of our City. And yet, so many of our transportation goals relate to reducing the number of vehicles, coming, going, and living in the City. If Portland continues to export its service workers, tradespeople, and small businesses, we are actively undermining many of our stated goals.

THREE

I do not believe that the above two broad policy definitions, targets, decisions, and discussions should be conducted under the auspices of the Portland Planning Board. The volunteer members of this board are unelected, and therefore, unaccountable to the stakeholders of the City of Portland. I also believe that this approach leaves too many, policy-related decisions in the hands of unelected, and therefore, unaccountable, City Staff members. I believe it the responsibility of the elected City Counselors to establish broad, and sufficient, policy direction for implementation by City Staff. I do not think that sufficient policy direction has been achieved at this time, from this Council Committee. Therefore, I am strongly opposed to the staff’s request “that the Committee take action on this item to send it to the Planning Board for their review.” I strongly believe that the place for these policy discussions, with all City stakeholders, is here, in the Housing Committee meeting format. You took admirable and careful responsibility for the Short-Term Rental policy decision-making and discussions. I ask that you do the same for this proposed policy.

Thank you.

References to City's Draft Comprehensive Plan Re "TRANSIT"

What We Heard: "Strong support for transit-oriented development" PDF pg 15, Plan pg 9

Neighborhood Plans: Applying the Comprehensive Plan Locally:

"Neighborhood plans refer to documents that make recommendations for an area across a host of issues important to that neighborhood's future development, which may include some combination of design, zoning, historic preservation, environmental, transit, or economic development recommendations, for example." PDF pg 16, Plan pg 10

Subject Policy Area Plans: Expansion of Community Policy Snapshots:

". . . City partners may work with the City on an economic development plan or a regional transit plan." PDF pg 17, Plan pg 11

Snapshot: Environment: A Healthy City

"Over the past decade, the City has also made a concerted effort to adapt policy to reflect a 21st century approach to sustainability. Since 2014, the City has made a series of zoning changes to promote greater residential density and infill development, coordinate this development with existing and anticipated transit service expansions, reduce parking requirements, and support alternative transportation options." PDF pg 217, Plan pg 15

Future Strategies #7. "Coordinate future land use policy changes with long-range regional transportation planning, including planning for transit, pedestrian, and bicycle improvements, to reduce local and regional vehicle miles traveled." PDF pg 25, Plan pg 19

Snapshot: Economy: A Vibrant City

"The City's exceptional urban form is integral to the health of its economy - its compact, walkable downtown and neighborhood centers, strong transit connections . . ." PDF pg 42, Plan pg 36

"Remote workers also represent a growing sector of the City's economy, drawn here for Portland's distinct quality of place, and enabled by sound transit and communications systems." PDF pg 15, Plan pg 9

Future Strategies #3. Invest in Infrastructure

"Make physical improvements and expansions to below- and above-grade infrastructure, including utilities, stormwater, transit, parking, and streets, to maintain and accommodate new growth." PDF pg 47, Plan pg 41

Future Strategies #5. Target Areas for Job Growth:

"Evaluate zoning and the condition of existing infrastructure in priority areas - downtown, in identified neighborhood nodes, and along transit corridors – to ensure that employment and housing growth can be supported." PDF pg 47, Plan pg 41

Snapshot: Housing: A Livable City

Density By Design:
"Density is a numerical measure of the number of people or buildings per acre of land. Because it is so often used to illustrate levels of crowding, density has often acquired a negative connotation. However, this connotation fails to take into account the positive contribution that well-designed, dense developments can make to quality of life. Density can provide numerous advantages over the alternative - it can be more environmentally friendly, it can promote transit use, and it can benefit the health of a community by providing customers for local businesses and opportunities for social interaction." PDF pg 52, Plan pg 46

Local Goals:
"Encourage additional contextually appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods." PDF pg 53, Plan pg 47

Snapshot: Transportation – An Accessible City

"The City benefits from a dense development pattern which, when coupled with changing demographics and evolving market trends toward more urban living, allows for a high level of reliance on active transportation – bicycling, walking, and transit use – to meet growing alternative transportation demand. Portland is well-positioned to support a robust bicycle and pedestrian network, and viable transit that effectively links jobs, housing, and services." PDF pg 73, Plan pg 67

"By managing growth in automobile traffic demand, Portland will enable more transportation choices, such as public transit, bicycling, and walking. Our transportation investments and policy choices strive to preserve vehicular capacity and regional mobility while enhancing the diverse functions of our streets for all users and multiple modes." PDF pg 73, Plan pg 67

"Over the past ten years, the City's long-range transportation planning has focused largely on developing a more integrated and multi-modal transportation network through public transit enhancements, sidewalk and streetscape improvements, and bikeway network planning, as well as work to the underlying street network. For example, in 2009, the City approved the *Peninsula Transit Study*, with the expressed goals of reducing the number of single occupancy vehicle trips to and from the Portland peninsula and improving the City's livability." PDF pg 74, Plan pg 68

"The City's transportation planning has expanded beyond the peninsula as well, though. In 2012, the City adopted *Transforming Forest Avenue*, a plan designed to modernize this important transportation and retail-commercial corridor via place-based, multi-modal investments. In 2016, the City developed a plan to more effectively link its major transportation centers and downtown with express bus service through the *Hub Link Transit Study*." PDF pg 74, Plan pg 68

". . . better integrate land use and transportation planning to ensure that density is aligned with transit and bicycle infrastructure." PDF pg 75, Plan pg 69

Future Strategies #10. Invest in Public Transit
"Support initiatives to strategically increase the frequency and span of service, on-time reliability, and geographic scope of transit service." PDF pg 79, Plan pg 73

"Develop transit centers, enhance bus stops, and improve transit stop and transit corridor operations and accessibility." PDF pg 79, Plan pg 73

"Create incentives to spur transit-oriented, mixed use development on corridors and in areas that can support high quality transit service." PDF pg 79, Plan pg 73

Future Land Use

Priority Nodes & Corridors
"Priority nodes and corridors indicate areas that would be appropriate for new development to provide needed housing, businesses, and services proximate to transit . . ." PDF pg 86, Plan pg 80

Priority Corridors:
"Priority corridors are major arterials that often see heavy vehicular traffic, but also have the capacity to improve mobility by capitalizing on their potential for increased walking, bicycling, and transit use. Priority corridors can also serve as areas of additional mixed-use, higher density growth to take advantage of the transit benefits and services that well-designed, diverse corridors can offer." PDF pg 86, Plan pg 80

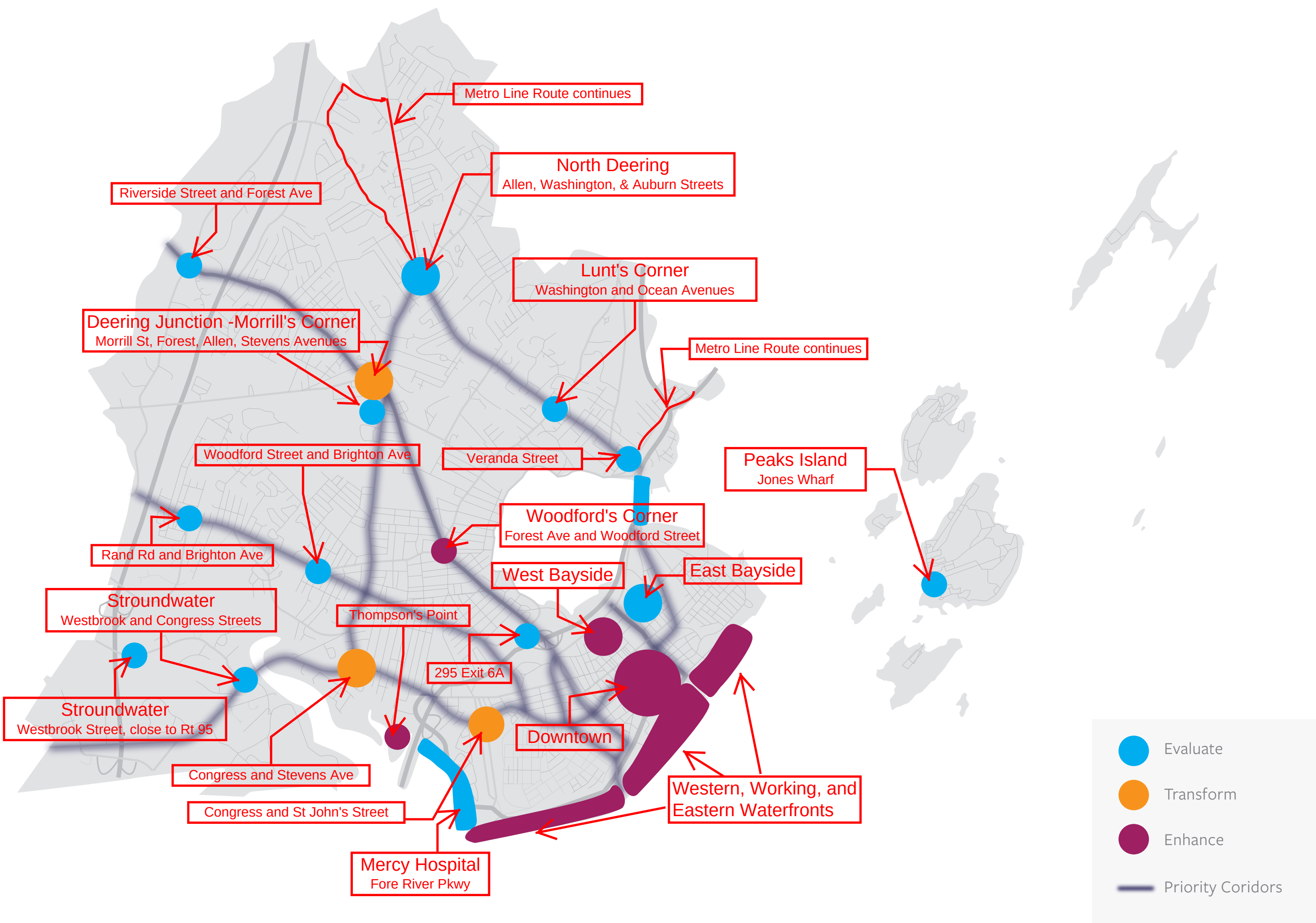
Regional Coordination:

Summary of Regional Coordination Goals, and Strategies #1. Environment:
"Coordinate future land use policy changes with long-range regional transportation planning, including planning for transit, pedestrian, and bicycle improvements, to reduce local and regional vehicle miles traveled." PDF pg 90, Plan pg 84

Implementation

Infrastructure: Invest in Public Transit:
"The City has been actively working with METRO to enhance public transit in the region by expanding the service to new client bases to utilize the service . . ." PDF pg 93, Plan pg 87

Priority Nodes & Corridors



Zones along transit corridors

Washington Ave: Congress outward
IS-FBC
B2b
B4
B1
R6
B1b
R5
RP
C56
R3
C28
C30
R2

Auburn Street
B2
B1
C28
C59
RP
R3
C62
R2
R5

Forest Avenue
B3c
C32
R6
B2b
B5
B2
B2c
R6-A
RP
IL
R5
R3
B1
IM

Brighton Avenue
R5
R3
B1
RP
B2
B4

Congress Street - from East End
R6
B1b
C58
B1
IS-FBC
B3
B2b
C33
C41
B2
IL
R5
B1
C53
RP
C7
RPZ
C14
R2
C8
OP
R1
B4
IM
C60

Stevens Ave - Congress outward
RP
R3
R5
B1
B1b
R5-A
R6-A
B2

Franklin St - Commercial outwards
IS-FBC
B2b
B3
R6
B7
R7
Ilb

High Street - Commercial outwards
B5b
B3
R6
B3
C32
C5

Division 30 amendment (3/30/2017):
Proposed zones to support affordable housing: B1, B2, B3, B4, B5, R7, RP

MEMORANDUM

To: Housing Committee

From: Richard M. Bianculli Jr., Esq., Neighborhood Prosecutor

Re: Short Term Rentals and the Disorderly House Ordinance

Date: May 5, 2017

History

To date, the Portland Police Department has not designated a short term rental property as a Disorderly House. There was a brief concern with a property at 233 Bradley Street in September of 2016. The property was tied to four (4) calls for service within a thirty (30) day period, however, three (3) of the calls were determined to be unfounded where no noise violation was present. As such, no Disorderly House designation was made.

Given the limited amount of complaints that we have received regarding short term rentals, there are no standard operating procedures used by officers or general trends that we have noticed when responding to short term rentals. The one call that was substantiated for the Bradley Street property was a general noise complaint and the officer indicated that the occupants were compliant with the officer's request to quiet down. No subsequent calls for service were received that evening. We surmise that most calls for service regarding short term rentals will be related to noise complaints or general quality of life issues.

Recommendation

It is our understanding that the Committee wishes to add enforcement procedures to the short term rental ordinance that would suspend the registration of a short term rental for a period of time following a Disorderly House designation by the City. The Police Department supports this effort and would also suggest a permanent prohibition against short term rental registration if, following an initial Disorderly House designation and suspension of the short term rental registration, the property is subsequently designated as a Disorderly House for a second time. The suggested language would read as follows:

A violation of the Disorderly House Ordinance (City Code, Section 6-200, et seq.) shall, at the discretion of the City Manager or their designee, result in an immediate revocation of the registration for a period of 12 months before the registration may be reinstated. A subsequent violation of said Ordinance shall, at the discretion of the City Manager or their designee, result in the registered owner being prohibited from operating the property as a short term rental.

of qualifying property in the city;

(b) The Trust, or its agent, will create and record a Notice of the PACE agreement in the Cumberland County Registry of Deeds to create a PACE mortgage;

(c) The Trust, or its agent, will disburse the PACE loan to the property owner;

(d) The Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;

(e) The Trust, or its agent, will be responsible for collection of the PACE assessments;

(f) The Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;

(g) The Trust, or its agent, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

(Ord. No. 57-10/11, 10-18-10)

Sec. 6-195. Reserved.
Sec. 6-196. Reserved.
Sec. 6-197. Reserved.
Sec. 6-198. Reserved.
Sec. 6-199. Reserved.

ARTICLE IX. DISORDERLY HOUSES

Sec. 6-200. Disorderly houses prohibited.

(a) No person shall occupy as owner-occupant or shall allow another to occupy any dwelling, dwelling unit, rooming house, or rooming unit (hereinafter jointly and severally "building") which is a disorderly house as defined herein.

(b) A "disorderly house" is any building which:

(1) The police have visited a minimum number of times in any thirty (30) day period, as set forth in paragraph (3) below, in response to situations which are created by the owner, tenants, or owner's or tenants' cohabitees, guests or invitees and which would have a tendency to unreasonably disturb the community, the neighborhood or

an ordinary individual in the vicinity of said building, including, but not limited to: loud music; boisterous parties; sounds emanating from within the structure which are audible outside the building; loud noise or fights within the building or in its vicinity involving tenants of the building or their invitees (excluding incidents involving domestic violence); tenants or invitees of tenants being intoxicated on public ways in the vicinity of the building; other similar activities in the building or outside the building itself; or

(2) The police have visited three (3) or more times in any thirty (30) day period in response to situations which are created by the owner, tenants, or owner's or tenants' cohabitees, guests or invitees and involve the arrest of owners or tenants or their invitees for activities which constitute either a crime or civil infraction under either state or local law, or create a reasonable suspicion that illegal drug use or sales under 17-A M.R.S.A. chapter 45 or prostitution or public indecency under 17-A M.R.S.A. chapter 35 has occurred; or

(3) The following table delineates the number of police visits per dwelling size which create a disorderly house under paragraph (1) above:

Units per building	Number of visits by police in any 30-day period
5 or fewer	3
6 to 10	4
11 or more	5

(c) The situation to which the visit pertains shall be documented by the police department. Such documentation may include sworn affidavits by named citizens which may be sufficient to create a reasonable suspicion said illegal activity has occurred. (Ord. No. 165-10/11, 4-4-11)

Sec. 6-201. Notice of disorderly house.

Whenever a building has been identified as a disorderly house by the city, it shall cause written notification of the events which form the basis for that designation to be given to the owner as long as that owner has registered in accordance with section 6-150 et seq. (disclosure of building ownership). Such notice shall be sufficient for all legal purposes. The notice shall require the owner to meet with representatives of the city (including the police department) within five (5) business days from the date of the written notification, or such other time as is agreed upon by the Police Chief or his or her designee, to identify ways in which the problems which have been identified will be eliminated.

At the time of said meeting, the owner shall be obligated to provide to the city the following documentation:

(1) A copy of the names of all tenants or other persons authorized to reside or presently residing in the building and the units they occupy;

(2) Copies of all leases with tenants residing in the building;

(3) Contracts with any property manager or other person responsible for the orderly operation of the building;

(4) An accurate and up to date disclosure of building ownership form as required in 6-150 et seq.

In addition, the owner will agree to take effective measures to address the disorderly house, which measures shall be memorialized in a written agreement at the conclusion of the meeting with the city and shall be implemented within one (1) week of said meeting unless another date is agreed upon by the police department. Failure to enter into such an agreement at the conclusion of the meeting will be deemed a violation of this housing code, and the city may file a complaint in the district court seeking all compensatory and equitable relief permitted by law.

If the same building should be classified as a disorderly house on a subsequent occasion within three (3) years, then the city is under no obligation to meet with the owner but may condemn and post the building or any units therein, and/or proceed directly with a complaint to the district court seeking all compensatory and equitable relief permitted by law.

(c) The notices provided for in this section may be given to an owner who has not complied with section 6-150, but are not required.
(Ord. 165-10/11 - 4/4/11)

Sec. 6-202. Enforcement.

If the owner (a) refuses to agree to take effective measures to address the disorderly house, (b) takes ineffective measures to address the disorderly house as determined by the city, (c) fails to implement the agreement reached with the city to address the disorderly house or (d) if, in the discretion of the city, the disorderly house requires immediate posting, the city may condemn and post the building against occupancy , and/or may file a legal action against the owner seeking any and all damages and remedies to which it is entitled pursuant to state and local laws.
(Ord. No. 165-10/11 – 4/4/11)

Sec. 6-203. Cost of service for responses to disorderly houses.

(a) Whenever the police department is required to respond to a situation at a disorderly house, as defined in section 6-200, which constitutes the ninth (9th) or greater response in any thirty (30) day period, the owner of the disorderly house shall pay the cost of service for each such response as follows:

(1) For each such response for service the owner shall pay fifty dollars ($50.00) which shall be in addition to any penalty to which the owner may be subject.

(b) Failure to pay the cost of service within thirty (30) days after demand therefor shall subject the owner to the penalties provided in section 1-15.

(c) Charges which become payable hereunder shall be treated as liens on the property in question and shall be enforced in accordance with the provisions of section 1-16.
(Ord. No. 165-10/11, 4-4-11)

Sec. 6-204. Violations.

Any person violating any of the provisions of this article or failing or neglecting or refusing to obey any order or notice of the police department issued hereunder shall be subject to a penalty as provided in section 6-1.
(Ord. No. 165-10/11, 4-4-11)

ARTICLE X. ENERGY BENCHMARKING

6-205. General.

The energy and water use of municipal and covered buildings shall be benchmarked in accordance with this article.
(Ord. No. 67-16/17, 11-7-2016)

Portland, Maine   Yes. Life's good here.

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

TO: Councilor Jill Duson, Chair, Housing Committee
Councilor David Brenerman
Councilor Brian Batson

FROM: Michael Russell, Director, Permitting and Inspections Department
Jonathan Rioux, Director, Inspections Division

DATE: May 5, 2017

SUBJECT: Housing Safety Office Update

I. SUMMARY OF ISSUE

The new Permitting and Inspections Department has evolved over the past 10 months in its structure and operations. This is an update of the recent restructuring that impacted the Housing Safety Office and Inspections Division.

II. REASON FOR SUBMISSION

An update was requested by the Housing Committee.

III. INTENDED RESULT

To inform the Housing Committee about changes impacting rental safety operations.

IV. COMMITTEE GOAL/COUNCIL GOAL ADDRESSED

Housing Safety - - Serve as the sponsorship committee for the city's housing inspection programs. Support program evaluation, identify enforcement challenges, the advocate for budget resources.

V. FINANCIAL IMPACT

The Housing Safety Office was operating with close to a 1:1 administrative to inspection staff ratio.
The number of administrative staff have been decreased and the number of inspectors increased. The result is a decrease in administrative cost and increase in inspection capacity. A conservative estimate is a savings of $40,000 per year.

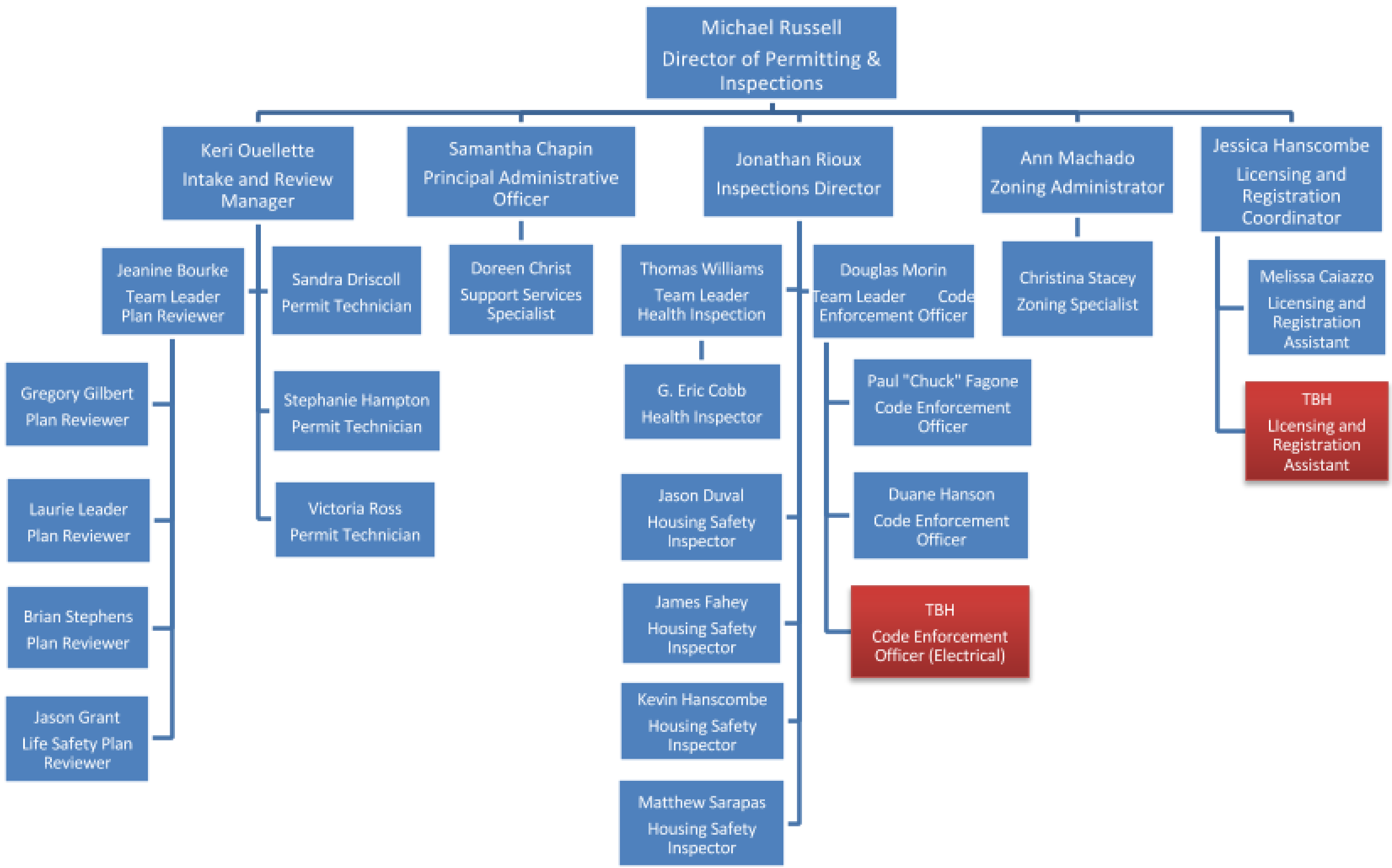
VI. STAFF ANALYSIS AND RECOMMENDATIONS

The Housing Safety Office was a very new office and moved from the Executive Department to the new Permitting and Inspections Department in July 2016. It was operating with close to a 1:1 administrative to inspection staff ratio, and structurally, it was siloed from the rest of the inspections within the department. This proved to be both inefficient and ineffective. The following restructuring changes were made to enhance efficiency and effectiveness:

- The Housing Safety Program Coordinator position was discontinued after it was vacated in December 2016.
- The Housing Safety Administrator position was discontinued in March 2017.
- The Inspections Manager was promoted to Inspections Director in March 2017.
- The Housing Inspectors were moved operationally into the Inspections Division in April 2017.
- The Housing Safety registration process was moved into Business Licensing. This will be a one stop location for all Business Licensing and Rental Registration (short and long-term) and creates staffing coverage for rental registration, which didn't exist previously. The previously vacated Support Services Specialist position is now Licensing and Registration Assistant and is in the process of being hired.
- A fourth Housing Inspector started in May 2017, providing additional boots on the ground.
- Housing Inspectors were co-located with the other Code Enforcement Officers in May 2017. They are no longer physically and operationally isolated from the other inspection services.

It is important to note that while there have been structural changes to the Housing Safety Office, the mission has not been compromised or diluted. In fact, it has been strengthened by:

- Increasing the number of inspection personnel available to reach the 18,000+ rental units in our community. This includes providing education and enforcement.
- Creating a unified inspection division with one administrator who has oversight and a complete picture across all inspection types: housing, construction and food safety.
- Enhancing the opportunity for cross-training and the performance of inspectors, while retaining the core mission for each type of inspector.
- The new Inspections Director having both extensive education and experience in life safety and building code enforcement as a Captain in the Scarborough Fire Department and as Deputy Director of the Inspections Division and he can simultaneously mentor the Housing Inspectors in both areas.
- Expanding the scope of housing safety inspections from the priority life safety checklist used in Year 1 to a more comprehensive scope of building and life safety.



Michael Russell
Director of Permitting & Inspections
Keri Ouellette
Intake and Review Manager
Samantha Chapin
Principal Administrative Officer
Jonathan Rioux
Inspections Director
Ann Machado
Zoning Administrator
Jessica Hanscombe
Licensing and Registration Coordinator
Jeanine Bourke
Team Leader Plan Reviewer
Sandra Driscoll
Permit Technician
Doreen Christ
Support Services Specialist
Thomas Williams
Team Leader Health Inspection
Douglas Morin
Team Leader Code Enforcement Officer
Christina Stacey
Zoning Specialist
Melissa Caiazzo
Licensing and Registration Assistant
Gregory Gilbert
Plan Reviewer
Stephanie Hampton
Permit Technician
G. Eric Cobb
Health Inspector
Paul "Chuck" Fagone
Code Enforcement Officer
TBH
Licensing and Registration Assistant
Laurie Leader
Plan Reviewer
Victoria Ross
Permit Technician
Jason Duval
Housing Safety Inspector
Duane Hanson
Code Enforcement Officer
Brian Stephens
Plan Reviewer
James Fahey
Housing Safety Inspector
TBH
Code Enforcement Officer (Electrical)
Jason Grant
Life Safety Plan Reviewer
Kevin Hanscombe
Housing Safety Inspector
Matthew Sarapas
Housing Safety Inspector

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

TO: Councilor Jill Duson, Chair, Housing Committee
Councilor David Brenerman
Councilor Brian Batson

FROM: Michael Russell, Director, Permitting and Inspections Department
Jonathan Rioux, Director, Inspections Division
Anne Torregrossa, Associate Corporation Counsel

DATE: May 5, 2017

SUBJECT: Habitation of Recreational Shelters

I. SUMMARY OF ISSUE

This new section of the City Ordinance clarifies that recreational shelters, such as RVs, campers, and similar types of temporary housing, are not intended for long-term human habitation. These types of shelters do not meet building and life safety codes designed to protect occupants for long-term human habitation and do not observe traditional zoning requirements designed to protect properties and neighborhoods.

II. REASON FOR SUBMISSION

To prevent potential harm associated with long-term human habitation of recreational shelters.

III. INTENDED RESULT

Clear guidelines for occupying recreational shelters and preventing potential harm to occupants and to the community.

IV. COMMITTEE GOAL/COUNCIL GOAL ADDRESSED

Housing Committee:

Assess the housing problem; look regionally; develop agreement on specific market goals and which kinds of housing need the most focus.

Housing Safety - - Serve as the sponsorship committee for the city's housing inspection programs. Support program evaluation, identify enforcement challenges, the advocate for budget resources.

V. FINANCIAL IMPACT

Staff time to enforce.

VI. STAFF ANALYSIS AND RECOMMENDATIONS

In light of the housing shortage, residents and visitors can be creative with habitation options. There has been an increase of recreational shelters within the City and clarifying the regulations for long-term habitation and recreational shelters will strengthen the prevention of harm from unintended uses. Staff recommends passing as proposed.

APPPENDIX C

ARTICLE V. HOUSING CODE

[New] **Sec. 6-133. <u>Habitation of Recreational Shelters.</u>**

(a) For purposes of this section, "recreational shelter" means any building, structure, vehicle, trailer, or other enclosure used or intended for human habitation that does not meet the standards set forth in Articles II through IV of this Chapter, or the State of Maine Manufactured Housing Act. This includes, but is not limited to, RVs, motor homes, campers, camp or truck trailers, tents, shelters, and structures on trailers capable of being towed by a consumer vehicle.

(b) A recreational shelter may not be occupied as living quarters, unless it meets all of the following requirements:

i. The recreational shelter is a vehicle or trailer eligible for registration under Title 29-A, Chapter 5 of the Maine Revised Statutes;

ii. The recreational shelter is fully inspected, registered and ready for highway use, except that a moveable recreational shelter that does not move under its own power may be temporarily disconnected from the vehicle used to haul it, only for the time period contained in subsection (b)(ix) below;

iii. The recreational shelter meets all of the applicable fire and life safety requirements;

iv. The recreational shelter is weathertight, watertight, vermin proof, structurally sound and in good repair;

v. The use of the recreational shelter, and its connection to utilities, if any, complies with all other applicable sanitary, electrical, fire, and life safety requirements of this Code;

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

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

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

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

Portland, Maine Yes. Life's good here.

Mary Davis
Division Director, Housing & Community Development Division

TO: Councilor Jill Duson, Chair
Members of the Housing and Community Development Committee

FROM: Mary Davis, Division Director
Housing and Community Development Division

DATE: May 5, 2017

SUBJECT: Supplemental HOME Funding Request

At the Housing Committee meeting on February 8, 2017 the Committee approved application criteria for a Supplement HOME Funds Application to promote and finance the rehabilitation of affordable rental housing projects that could be ready to proceed to funding commitment within 60 days of approval. The application went out to the public on March 10th. One proposal was received.

Avesta Deering Place, 61 Deering Street:

The applicant, Avesta Housing, purchased the property from Opportunity Alliance in late 2016. The property contains 13 three-bedroom apartments in a mix of single story and townhouse style layouts. The apartments are restricted for rent to households earning less than 40% of the area median income. The application requests assistance to complete accessibility upgrades and deferred capital improvements that will preserve the property and rent restrictions. Along with renovating the bathrooms in all the units and replacing all the light fixtures in the apartments and common areas with energy efficient LED fixtures, two apartments and all building entrances and common areas will be upgraded to meet federal 504 accessibility standards. The bathroom renovations include improved ventilation and installation of floor drains, new bathtubs and low-flow fixtures.

This project does not need other funding sources and therefore meets the RFP requirements of project readiness.

HOME funds request: $290,000, 0% interest rate loan, deferred for 30 years or until the sale or transfer of the property. The City investment per unit will be $22,308

STAFF RECOMMENDATION

As you may recall from previous committee meetings, HUD has changed its grant accounting method. The HCD Office completed a comprehensive review of HOME program funding and determined there was approximately $320,000 in previously budgeted entitlement and program income funding that had not been allocated to a specific project. At the Committee's suggestion, $30,000 was added to the Tenant Based Rental Assistance Program. The Supplemental HOME Funds Application made available $290,000 for the rehabilitation of rental housing. In order to meet HOME Program commitment regulations, the funds must be committed to a project prior to July 31, 2017. If the funds are not committed by that date they will be deobligated and returned to HUD. The Deering Place application is ideally suited for this funding as the project is ready to move forward quickly.

If the Committee supports the staff recommendation, the funding request will not be brought forward for City Council approval until the financial underwriting process has been satisfactorily completed.

ATTACHMENTS

Key portions of the application have been attached to provide a general overview of the project. A copy of the complete application is available upon request.

AVESTA HOUSING

City of Portland HOME Funds Application
Deering Place, Portland, ME

Avesta Housing is requesting $290,000 of HOME funds from the City of Portland to complete improvements at Deering Place located at 61 Deering St Portland, ME. This apartment complex contains 13 three-bedroom apartments in a mix of single story and townhouse style layouts. Currently, all of the apartments are rent restricted for households making less than 40% of the area median income. These large, below market apartments are rare as Parkside and the surrounding neighborhoods continue gentrifying resulting in higher rents and condo conversions.

Avesta Housing purchased the property from Opportunity Alliance in late 2016 with the pledge to maintain and increase the number of affordable apartments located on the site. This application is focused on completing much needed accessibility upgrades and deferred capital improvements that will preserve the asset and improve the long term viability of the rent restricted apartments.

Two of the apartments and all common areas and accesses will be upgraded to meet the federal 504 accessibility standard. The common areas and apartments feel dingy and poorly lit; Avesta proposes to replace all of the light fixtures in the apartments and common areas with energy efficient LED fixtures. This has the combined benefits of reducing electricity expenses for the residents and improves lighting quality and overall resident experience. The remaining funds will be used to renovate bathrooms in all the apartments. These bathrooms have not received much improvements since they were constructed in the early 1990s. Improved ventilation, low-flow fixtures, floor drains, and new bathtubs will prepare these bathrooms to be durable and low-maintenance for the residents and Avesta.

The proposed renovation of two three-bedroom Type A/504 units also fulfills a distinct need in this community, as our experience indicates a severe lack of accessible larger family apartments.

307 Cumberland Avenue • Portland, Maine 04101
207-553-7777 • 1-800-339-6516 Voice/TTY
207-553-7778 Fax • www.avestahousing.org

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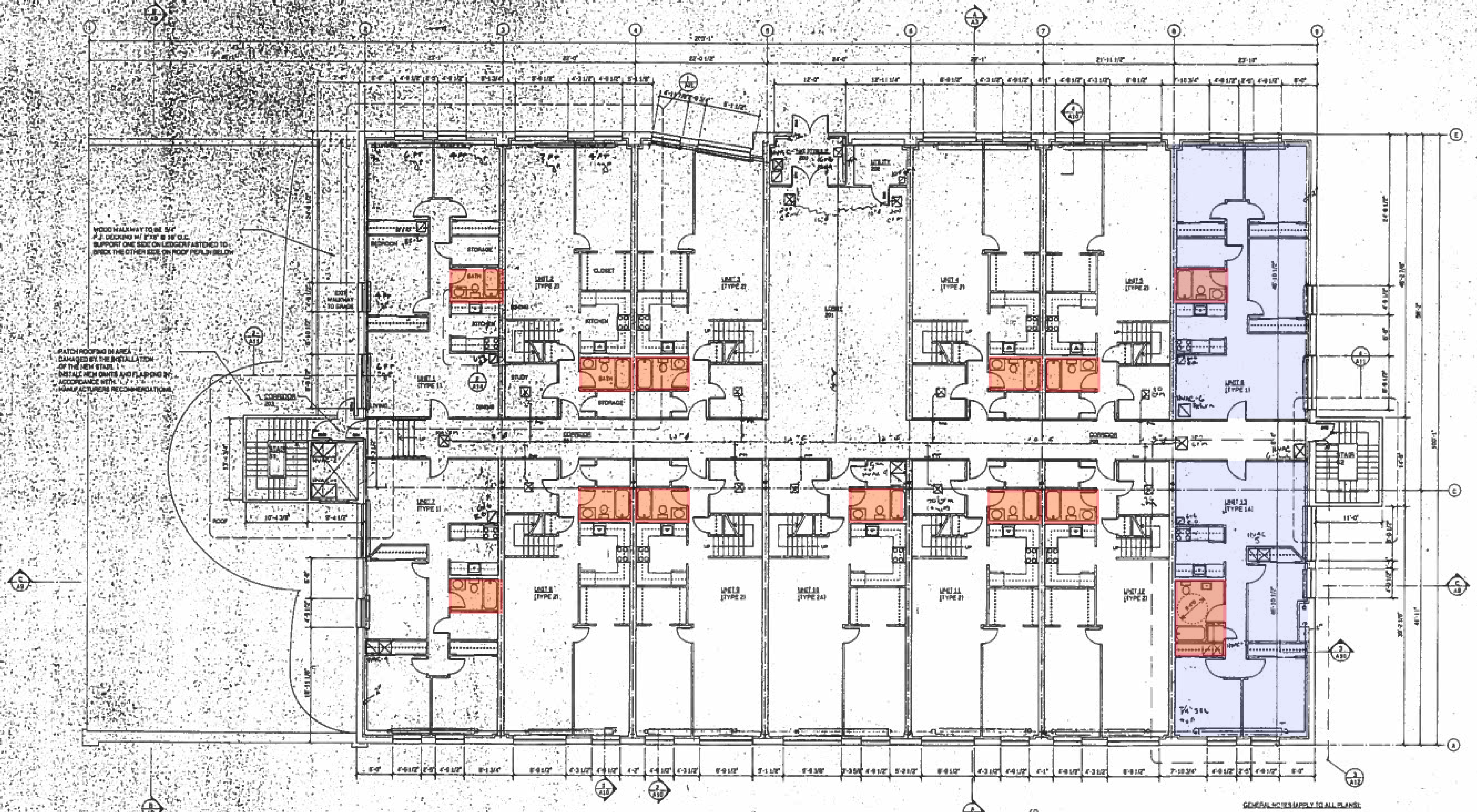


SECOND FLOOR PLAN
1/8" = 1'-0"

[redacted]

Bathroom Renovation

Type A/504 Unit

Also replacing electrical fixtures in every unit and common area

Boiler
HB SMITH Series 28 ser 33623
Pump 30 G.P.M @ 21' H_2O

BASEBOARD
1000 BTU/1Ft
170° AWT

Bath Room Fan/Light
Broan 678 50 CFM 2.5 Sones
8¼ W x 8 L x 5¼ H
4" Ø Duct Diameter

Note: ① Kitchen Hood exhaust duct to be 10x3¼ duct pass. Field co-ordination of location required.
② Zone Valves to be Honeywell V5036 thermostatic radiator valves
③ MonoFlow t's at each radiator
④ Study Door to be undercut 1" A.F.F.
⑤ MUA to be Sterling RT-150
⑥ See M-1 For Hydronics Piping

GENERAL NOTES (APPLY TO ALL PLANS):

1. UNLESS OTHERWISE NOTED, DIMENSIONS ARE TO FACE OF FRAMING, FACE OF MASONRY, EDGE OF ROUGH OPENING OR MASONRY OPENING, AND CENTERLINE OF COLUMNS AND BEAMS.

2. DIMENSIONS SHOWN ARE APPROXIMATE AND BASED ON MEASUREMENTS MADE IN THE FIELD.

3. ALL PARTITIONS SEPARATING UNITS FROM EACH OTHER AND FROM CORRIDORS AND STAIRS SHALL BE 1-HOUR RATED.

4. EGRESS STAIR ENCLOSURES SHALL BE ONE HOUR RATED. (DOES NOT APPLY TO STAIRS WITHIN UNITS.)

1 HR. RATED PARTITION

N

Michael R. Charek
Architect
25 Hartley Street
Portland, Maine 04103
(207) 761-0556

REGISTERED ARCHITECT
MICHAEL R. CHAREK
No. 1176
STATE OF MAINE

Deering Place
Cumberland Avenue, Portland, Maine
A Project by
the People's Regional Opportunity Program

Title
SECOND FLOOR PLAN

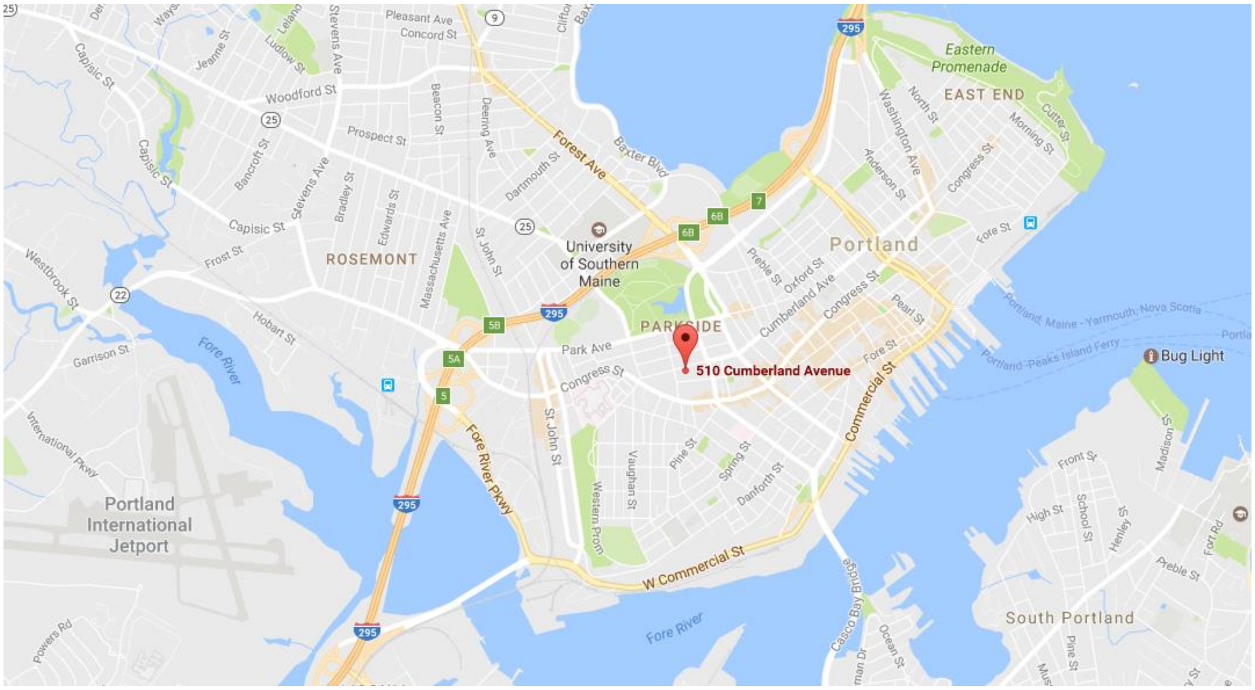
Scale: 1/8" = 1'-0"

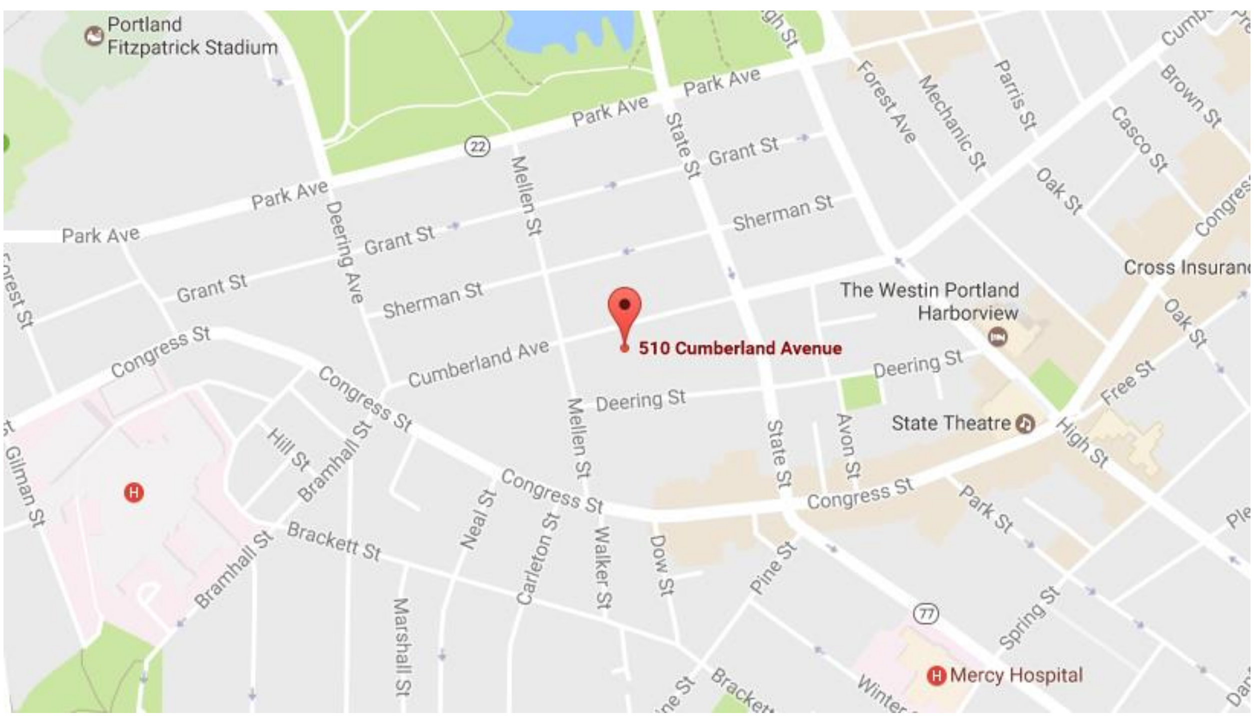
Date: 4/27/92

Revisions
1. 5/12/92: ADDED NOTES AND SYMBOLS
As Built Drawings 3/25/93

Sheet
A2

Map and Photos of 510 Cumberland Avenue






Cumberland Ave
Cumberland Ave

Deering Place - HOME Construction Improvements

Sources			
City of Portland HOME Funds		$	290,000
Total Sources		$	290,000
Uses			
Construction			
504 Upgrades		$	110,000
Lighting Replacements		$	15,000
Bathroom Renovations		$	95,000
Construction Management	5%	$	12,804
Construction contingency	10%	$	23,280
A/E		$	15,000
Legal		$	8,915
Admin Fee		$	10,000
Total Uses		$	290,000

Deering Place
City of Portland – HOME Application
Supplemental Information

Bathroom Renovation Scope

Plumbing issues in the existing apartments at Deering Place have caused significant water leaking, and all 13 on the second floor of 510 Cumberland Avenue would be renovated with HOME Funds, if awarded. Two of the bathrooms will be renovated and redesigned to conform to 504 Standards, as described below. The remaining 11 will undergo substantial renovation to address the persistent problems.

Demolition of the first floor ceiling will provide access to the wastewater piping in the second floor bathrooms that needs to be repaired and/or replaced. Additional renovation of the plumbing will be accessed through selective demolition of the floor and walls of the bathrooms. All bathrooms will be equipped with new 2-speed ventilation, new toilets, new sinks/vanities, new tub/showers, traps under the toilets, and new faucets, as well as other miscellaneous hardware and accessories. The renovations will also address any structural issues identified during the selective demolition. All bathrooms will be finished with new paint

Demo Floors and Walls	$1300
Demo First floor ceiling	$1200
Bath ventilation	$400
Traps	$300
Toilets	$300
Faucets	$150
Sink/Vanity	$350
Shower/Tub	$1600
Fixtures	$200
Accessories	$400
Subflooring and finish flooring	$800
Structural repairs	$1200
Paint	$400
Total per 11 bathrooms	**$8600**

Renovation of 504 Units

With HOME Funds, two units at 510 Cumberland would be converted into 504 Units. This conversion would require significant demolition of interior walls to accommodate ADA requirements in the bathrooms and kitchens, as well as storage requirements.

The floors and walls of the bathrooms would be entirely demoed to allow a reconfiguration of the subgrade plumbing and installation of blocking throughout the bathroom for grab bars, which would be added as part of the renovation. This demolition will allow contractors to address the persistent leaking problems that have been identified in the other second floor bathrooms. As in the standard bathrooms, the 504 bathrooms would also receive new ventilation. The 504 unit bathrooms would also be outfitted with new ADA compliant roll-in showers, toilets, and sinks, as well as storage. Electrical would be reworked to place outlets and switches as ADA compliant heights, and all fixtures would be ADA compliant.

The kitchens will also require significant renovation to become ADA compliant. The kitchens will most likely be demoed to allow reconfiguration of the plumbing necessary for an ADA sink, and electrical work will be redone to meet ADA height requirements. Both kitchens will be outfitted with ADA compliant cabinets and countertops, as well as fixtures and appliances.

To accommodate the reconfiguration of the bathrooms and kitchen, closets in both units may be demoed and reconfigured. All closets would be renovated to conform to the height and depth requirements for ADA units. Electrical work would be completed throughout the units to ensure that outlets and switches conform to ADA standards. The service panels would also be relocated to an ADA-compliant height. All interior doors would be replaced as needed, and windows will be replaced to meet the reach and operational pressure requirements of ADA units. Flooring would also be removed and replaced with smooth surface flooring.

To ensure the accessibility of these units, significant exterior work will also take place. The entrance to the building will be regraded for ADA access, and exterior doors will be outfitted with automatic door operators.

The cost of interior renovations is estimated at $35-40,000 per unit. Exterior renovations are estimated at $30-45,000.

Bathrooms	**$10,305 x 2 units**
Demo	*$1080*
Reconfigure subgrade flooring	*$2400*
Electrical	*$1200*
Ventilation	*$650*
Shower	*$1600*
Toilet	*$300*
Sink	*$250*
Blocking	*$500*
Grab Bars	*$200*
Patch and Paint	*$900*
Flooring	*$800*

Lighting	*$250*
Medicine Cabinet	*$175*
Kitchens	**$12,690 x 2 units**
Demo	*$2160*
Subgrade plumbing	*$1200*
Electrical	*$2300*
Lighting	*$400*
Appliances	*$1000*
Cabinets and countertop	*$3500*
Sink	*$180*
Faucet	*$150*
Exhaust	*$200*
Flooring	*$800*
Patch and paint	*$800*
General	**$11,800 x 2 units**
Electrical	*$2600*
Service panel relocate	*$1600*
Windows	*$3000*
Flooring	*$3200*
Closets	*$1400*
Exterior	**$40,400**
Door operators	*$10,000*
Store front doors	*$8,200*
Walkway and Ramp to Deering Street	*$17,000*
Walkway to Common Area	*$5,200*

City of Portland HOME Funds Application - Supplemental Information

Summary of Resident Relocation Plan for Deering Place

The renovations scheduled for Deering Place will fall into three categories: Bathroom Renovation, 504 Unit Conversion, and Exterior Site Work. Avesta projects that the Bathroom Renovations will take 3-5 days and the 504 Unit Conversions will take 3-4 weeks. The Exterior Site Work will be completed over the course of the project and will not affect tenants' abilities to safely enter or exit the building.

For the purposes of relocation during the interior renovations, Avesta is holding one unit at Deering Place vacant. Tenants displaced Bathroom Renovations will be given access to this vacant unit for use as a hospitality suite during the day while work is being done in their unit. When possible, and if the construction does not disrupt safe overnight access to areas of the tenant's unit important to daily activities (such as the kitchen, bathroom, and bedrooms), tenants will return to their own apartment overnight. If these areas of the tenant's unit are not safely accessible, tenants will stay overnight in the hospitality suite until work is sufficiently completed that and it is safe for them to return to their own unit. In this case, the hospitality suite will be fully furnished for tenant use.

The 504 Unit Conversions will be significantly more disruptive and will likely require temporary relocation of tenants and their belongings into the on-site hospitality suite. In these cases, Avesta will provide packing and moving assistance and will make accommodations for residents who require ADA features not present in the hospitality suite.

If for some reason the hospitality suite is not available for tenant use, or in the case of tenants requiring features not present in the hospitality suite, tenants will be temporarily relocated to an alternative vacant unit at Deering Place, a hotel, or a vacant unit at another property.

No tenants will be permanently displaced by this construction, and all residents will be able to return to their current apartments after construction is completed. All residents will be provided ample notice and support to minimize the disruption caused by this renovation.

Mary Davis
Division Director, Housing & Community Development Division

TO: Councilor Jill Duson, Chair
Members of the Housing and Community Development Committee

FROM: Mary Davis, Division Director
Housing and Community Development Division

DATE: May 5, 2017

SUBJECT: Renewal of HOME Consortium

I. SUMMARY OF ISSUE

The Cumberland County HOME Consortium will soon be entering the last year of its third three-year Consortium contract period. The current Consortium agreement is due to expire on June 30, 2018. Each member of the Consortium must confirm their participation in the next three-year term and notify HUD by June 30.

II. REASON FOR SUBMISSION

We are required to submit our consortium renewal request to the U.S. Department of Housing and Urban Development by June 30 for the contract period July 1, 2018 through June 30, 2021.

III. INTENDED RESULT

Confirm Portland's participation in the Cumberland County HOME Consortium for the period beginning July 1, 2018 through June 30, 2021. The Consortium makes available more funds for affordable housing activities throughout the region and provides the opportunity to address housing issues on a regional level.

IV. COMMITTEE GOAL/COUNCIL GOAL ADDRESSED

Increase access to safe, location-efficient rental and ownership housing that is affordable for working and low-income families.

V. FINANCIAL IMPACT

In FY 2016-2017, the Cumberland County HOME Consortium received $832,642 in HOME program funds from the U.S. Department of Housing and Urban Development. Based on the funding formula established in the Mutual Cooperation Agreement between the City of Portland and the other Consortium Members, the City receives 10% of the grant ($83,264) for administrative costs and $427,145 for project programming. The remaining funds ($322,233) are allocated to the other Cumberland County communities.

VI. STAFF ANALYSIS AND RECOMMENDATION

The concept of forming a City of Portland/Cumberland County HUD HOME Consortium was first discussed in April 2007. The Consortium was designed to expand financial resources for eligible affordable housing activities throughout Cumberland County. Prior to 2009, Portland received an annual allocation of HUD HOME funds but the communities of Cumberland County did not. The creation of the Consortium brought additional funding for affordable housing activities. The Consortium agreement includes a "hold harmless" clause that ensures that Portland receives funding in an amount equivalent to the amount the City would have received if the Consortium did not exist. Portland retains independent operation of its HUD HOME program. As the "Lead Entity" of the Consortium, Portland receives 100% of the administrative funds allowed under the HOME Program.

The consortium has been a successful collaboration in support of affordable housing throughout Cumberland County. From July 2009 through May 2017, 607 units were assisted by or created with HOME funds. The City of Portland has been a recipient of HOME funds since 1992. However, the county communities did not receive HOME funds until the creation of the Consortium in 2009. Through a formula calculation agreed upon by the members of the Consortium, Portland continues to receive our typical expected allocation, retains independent operation of its HOME program and serves as "Lead Entity" for the Consortium, retaining 100% of the allowable administration funds as compensation for this responsibility. (See attached "Hold Harmless" statement). If the City were not a part of the consortia, the City's HOME allocation is estimated to be $429,000 (see copy of HUD funding estimate calculator)

Staff requests the Committee approve and recommend to the City Council that the City of Portland renew its participation in the Cumberland County HOME Consortium.

CUMBERLAND COUNTY HOME CONSORTIUM

MUTUAL COOPERATION AGREEMENT TO FORM A CONSORTIUM UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM

THIS MUTUAL COOPERATION AGREEMENT made this 27th day of May, 2011, by and between Cumberland County (COUNTY), the City of PORTLAND (PORTLAND)and the Town of BRUNSWICK (BRUNSWICK). Cumberland COUNTY is acting as an Urban COUNTY representing the 25 member municipalities of the existing Community Development Entitlement Jurisdiction. The Consortium will be known as the **CUMBERLAND COUNTY HOME CONSORTIUM (CCHC).**

WHEREAS, the Congress of the United States of America has enacted the Cranston-Gonzalez National Affordable Housing Act, HOME Investment Partnerships Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter, "HUD") has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a consortium or continue an existing consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program (hereinafter, "HOME Program"), and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities through the HOME Investment Partnerships Program, as it may be amended, and

WHEREAS, COUNTY, PORTLAND, and BRUNSWICK agree that it is desirable and in the interests of their citizens to secure approval from U.S. Department of Housing and Urban Development (HUD) as a consortium under the federal HOME Program authorized under the HOME Investment Partnership Act, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended;

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the HOME Program to create or improve affordable housing for their low and moderate income residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY, PORTLAND, and BRUNSWICK agree as follows:

SECTION 1 - DEFINITIONS

The definitions contained in 24 CFR Part 92, Subpart A, paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the following meanings given them:

1. **"Act"** means Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 et. seq.).

2. **"Consolidated Plan"** means the Consolidated Plan for Housing and Community Development Programs prepared and adopted by the COUNTY, PORTLAND, and BRUNSWICK, as amended from time to time. The Plan describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD Programs, including the HOME Program.

3. **"Federal HOME Program"** means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through assistance to first-time homebuyers and existing homeowners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing.

4. **"Regulations"** means 24 CFR Part 92 HOME Investment Partnerships Program Implementing Regulations as issued by HUD.

5. **"Federal HUD Consortium"** means a consortium of units of general local governments bound by the terms of a HOME Investment Partnership Act Consortium Agreement participating in the Federal HOME Program and receiving funds as authorized in the Federal Program Regulations.

6. **"Federal Program Requirements"** means documents issued by the U.S. Department of Housing and Urban Development describing the regulations and requirements of the HOME Program

7. **"Member"** means a unit of local government that is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.

8. **"Lead Entity"** means a unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this Agreement, as defined in HUD regulations and requirements as now or hereafter in effect.

9. **"Subrecipient"** is a public agency or non-profit selected by the member to administer all or a portion of the member's HOME Program.

10. **"Consolidated Strategy and Plan"** means a Consolidated Plan, as defined in HOME Program Regulation 92.2 and required by HUD regulations and requirements as now or hereafter in effect.

11. **"CHDO"** means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.

12. **"HUD Regulations and Requirements"** means those HUD regulations and requirements which are applicable to the HOME Investment Partnerships Program.

13. **"Commitment"** means the member has executed a legally binding agreement with a recipient or a subrecipient to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements in the regulations to commit to a specific local project.

14. **"Program Income"** means gross income received by the member or subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.

15. **"Hold Harmless"** means the total amount of annual HOME funds PORTLAND would be expected to receive if the CCHC were not in place. In FFY '08 that amount was $654,808. For calculation of that amount refer to Appendix A.

16. **"Set-aside"** means the portion of the annual CCHC allocation that will be allocated to PORTLAND in addition to the hold harmless amount, and in exchange for PORTLAND's consent to participate and assume the responsibilities of the Lead Entity in the CCHC. For calculation of that amount refer to Section 5 B.

SECTION 2 - AGREEMENT

A. The term of this Agreement begins with the effective date of July 1, 2012 and ends June 30, 2015. The COUNTY, PORTLAND, and BRUNSWICK agree that the terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during three federal fiscal years (2012, 2013, 2014) and that all members of CCHC will remain in the CCHC for the entire period. This Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are closed out pursuant to 24 CFR 92.507.

B. The City of PORTLAND, as a long established HOME Program Jurisdiction, will continue to independently operate its own HOME program. Decisions concerning the allocation of funds, program design and project selection will not be altered by PORTLAND'S participation in the CCHC.

C. The Cumberland County Community Development Municipal Oversight Committee (MOC) will provide policy oversight for planning, operations, project selection and evaluation for the CCHC excepting activities conducted by the City of PORTLAND.

D. The MOC will include members of the Cumberland County Entitlement Jurisdiction expanded to include BRUNSWICK for HOME Program activities. The MOC will review the proposed HOME program design each year and the CCHC program application to HUD. Each year's program design shall be subject to the approval of the Cumberland County Commissioners, and the elected boards of PORTLAND and BRUNSWICK. The proposed HOME program design will define a strategy in sufficient detail to accommodate the collective and individual needs and priorities of the COUNTY and BRUNSWICK.

The MOC will review the Consolidated Plan Update each year and approve any amendments needed. Proposed changes and amendments will be presented to consortium member's elected boards for approval and submission to HUD.

All consortium members must approve the HOME program design and any Consolidated Plan amendments prior to their submission to HUD.

F. The COUNTY, PORTLAND, and BRUNSWICK mutually agree that the City of PORTLAND shall act as the Lead Entity in a representative capacity for all members of CCHC for the purposes of the Act and as further defined in the Federal Program Requirements. The City of PORTLAND, in its capacity as lead entity, is authorized to enter into an agreement with HUD. The City Manager of the City of PORTLAND, acting on behalf of CCHC, is authorized to submit an application for funding under the federal HOME Program, consistent with the approved HOME program design for each year.

G. The COUNTY, PORTLAND, and BRUNSWICK agree that the City of PORTLAND as Lead Entity shall assume overall responsibility for ensuring that the CCHC HOME program meets the requirements concerning the Consolidated Plan is accordance with HUD regulations in 24 CFR Parts 92 and 91 and the requirements of 24 CFR 92.350(a)(5); and further, ensuring that the CCHC HOME program is carried out in compliance with the requirements of the Act, the Regulations and Federal Program Requirements. The COUNTY and BRUNSWICK agree to assist PORTLAND in maintaining compliance with the Act, the Regulations and Federal Program Requirements for the full compliance period, extending to and continuing beyond the expiration of this Agreement.

H. If any new entities join CCHC, PORTLAND as Lead Entity agrees to notify HUD in writing and to provide a copy of the authorizing resolution from the new members' governing body and an amendment to this Agreement signed by the chief executive officer of the new member. PORTLAND, as Lead Entity, is authorized to amend this Agreement on behalf of the entire consortium to add new members to the CCHC.

I. The CCHC HOME program will provide fair and ample opportunity for all members to access program funds, and members will be provided opportunity to comment on and approve the distribution of all funding made available through the MOC consistent with the adopted Consolidated Plan.

J. PORTLAND as Lead Entity will be provided additional administrative funds to cover the costs of administering the HOME Program for CCHC. PORTLAND shall establish the HOME Investment Trust Fund as specified in 24 CFR Part 92.500, and will participate in the Integrated Disbursement and Information System (IDIS) and other accounting and compliance procedures as required by HUD. The COUNTY and BRUNSWICK agree to provide all required IDIS data to PORTLAND in a timely manner.

K. Matching funds are required by HUD. CCHC members agree that the matching funds shall be provided as follows:

- PORTLAND will provide matching funds for projects and activities within PORTLAND
- COUNTY and BRUNSWICK will provide match collectively for region-wide activities
- BRUNSWICK or individual COUNTY communities will provide match for projects within their individual communities
- The match credit balance held by the City of PORTLAND is available to match all CCHC activities on a "last resort" basis.

L. HOME funds invested in affordable housing shall be repaid in compliance with Section 8. of this Agreement if the housing does not meet the affordability requirements of Section 92.252 and Section 92.254 of the Regulations or if the housing ceases to qualify as affordable housing before the period of affordability expires.

M. This Agreement shall be executed by the Cumberland County Commissioners and officials of PORTLAND and BRUNSWICK pursuant to authority granted them by their governing bodies.

N. The COUNTY, PORTLAND, and BRUNWICK certify that they will adhere to all federal regulations pertaining to the disposition of real property, if any real property is acquired with funds authorized under the Federal HOME Program Requirements.

O. This Agreement shall be construed in accordance with and governed by federal law and by the laws of the State of Maine.

P. This Agreement shall be amended only by mutual agreement of all parties in writing.

Q. The CCHC is bound by the terms of this Agreement for the purpose of participating in the Federal HOME Program and agree to cooperate to undertake or to assist in undertaking housing assistance activities for the Federal HOME Program, and agree to receive funds as authorized in the Federal Program Regulations.

R. The COUNTY, PORTLAND, and BRUNSWICK agree to cooperate in the implementation of the HOME Program and to cooperate in the preparation of the Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350 (a)(5). The COUNTY and BRUNSWICK shall execute and submit the required certifications, and shall prepare and submit its plan for monitoring compliance with the Consolidated Plan.

S. In accordance with the Act and the Regulations, each member of the CCHC certifies that it will direct its activities to the alleviation of housing problems within Cumberland County, that it will affirmatively market HOME-assisted housing as defined in Section 92.351 of the Regulations and will affirmatively further fair housing in accordance with applicable federal and State laws.

SECTION 3 - DESIGNATION OF LEAD ENTITY; POWERS AND DUTIES OF LEAD ENTITY

A. The City of PORTLAND, acting through its Director of the Planning and Urban Development Department, or his/her designee, hereinafter Consortium Administrator, will be designated as and agrees to assume overall responsibility as the Lead Entity for this consortium for the purposes of the HOME Program, in compliance with HUD HOME Program statutes, regulations, and instructions, now or hereafter in effect, for the duration of this Agreement.

B. The Lead Entity shall have access to all Member records related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.

C. The Lead Entity shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.

D. The Lead Entity shall establish, with the prior consent of the Member units, such administrative procedures as may be necessary to facilitate the application for and distribution of HOME program funds.

E. The Lead Entity will provide technical assistance to the Members upon request. Said assistance shall not relieve each Member from compliance with all relevant HOME regulations, nor unduly burden the Lead Entity.

SECTION 4 - DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

A. Each Member agrees to cooperate in undertaking or assisting in the pursuit of housing assistance activities for the HOME Investment Partnerships Program.

B. The Consortium collectively acting through its Lead Entity and each of its Members, acting through an individual designated by each Member's chief executive officer, agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.

C. Each Member shall be responsible for obtaining the necessary local approvals for acceptance and allocation of HOME program funds.

D. Each Member shall be responsible for submitting to the Lead Entity all information necessary for participation in the consortium as defined in HUD regulations, requirements, and schedules as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Strategy and Plan, Annual Action Plan, description of the use of HOME funds, the HOME Program Description including tasks to be performed, a schedule for completing the tasks, budget, and certifications, written agreements executed with subrecipients, and performance reports.

E. Project Management

(1) Each Member, in conjunction with CCHC Program staff, shall be responsible for project management and shall perform all procedures and tasks necessary to develop, design, implement and monitor each specific project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation 92.505. The Member, with assistance from CCHC Program staff, shall describe how each proposed project and site satisfy all applicable HOME Program regulations and the requirements of this Agreement and shall record these determinations in each project/site file together with an official approval memorandum signed by Member's responsible HOME Program staff.

(2) Prior to implementation of projects, each Member shall enter into a HOME Project Funding Agreement with the Consortium for one or more projects. Existing HOME Project Funding Agreements predating this Mutual Cooperation Agreements may be extended as needed subject to mutual agreement of the Member and Consortium. A Member may also designate another duly qualified entity acceptable to the Consortium to enter into funding agreements with the Consortium and execute projects on behalf of said Member.

SECTION 5 – FUNDING

A. The Lead Entity shall be entitled to 100% of the cap allowance (10%) of HOME Program funds available for administration of the Consortium. Specific administrative duties and procedures will be more fully defined in a "CCHC Program Administration Guidelines" document approved by all Members.

B. After the administrative fee as defined in Section 5. A., and the Lead Entity's hold harmless amount, the Lead Entity shall receive an annual allocation set-aside of Consortium funds in the amount of 10% of the balance of the annual allocation for eligible housing activities. COUNTY and BRUNSWICK will then share in the final balance of HOME Program funds allocated to the Consortium each year. At the election of the members, PORTLAND may receive funds for eligible and approved activities above its standard hold harmless and set-aside allocations. A Member may voluntarily relinquish a portion or all of its approved HOME allocation, in writing, to another Member of the Consortium. See Appendix A for calculation of Portland's hold harmless funds.

C. HOME funds will be deposited into and disbursed from the Consortium HOME Investment Trust account established by the Lead Entity consistent with HOME Program regulation 92.500 the HOME Investment Trust Fund and 92.502 Program disbursement and information system. All loan repayments, interest, or other returns on investments shall be deposited into this account each month.

D. Reservation of HOME Funds

(1) Project Set-Up in IDIS. Each Member may request that the Lead Entity "set up" in the federal Integrated Disbursement and Information System (IDIS) or any successor system, i.e. establish an activity and reserve funds for each particular site or eligible activity, after meeting all the requirements of the Mutual Cooperation Agreement, the applicable HOME Project Funding Agreement, and all other related preliminary agreements.

(2) Each Member, with assistance from CCHC Program staff shall forward a Set-Up Request in writing to the Lead Entity, enclosing a HUD Project Set-Up Report together with the CCHC Project Compliance Checklist, completed through the project initiation stage. This shall include the applicable information indicating whether acquisition/relocation procedures are triggered, whether any acquisition/relocation procedures have been initiated, and if so which procedures. If not previously submitted, the Member shall also transmit the CCHC Environmental Clearance Form. However, the Lead Entity will not establish a site or activity in the IDIS

System if one or more of the following conditions occur: HUD Set-Up Report is incomplete; the data on the HUD Set-Up Report or other site data are inconsistent with HOME Program requirements; environmental clearance is not complete per Section 10, paragraph b. Environmental Review, or if the required acquisition/relocation procedures are incomplete or inadequate.

(3) Each Member, in conjunction with CCHC Program staff shall request site Set-up consistent with the following:

(a) For a closing involving a cash transaction, submit request at least seven days prior to closing and scheduled to coordinate with the Lead Entity's cash drawdown cycle.

(b) For a closing that does not involve a cash transaction, submit request at least three business days prior to the closing.

E. Written Agreements

(1) Prior to disbursing HOME Program funds each Member shall enter into a written agreement with the recipient including all provisions described in HOME Program regulation 92.504, or its successor.

(2) The Member shall include in each such written agreement additional provisions as may be required by HUD and such reasonable requirements as may be requested by the Lead Entity consistent with HOME Program regulations and this Agreement.

F. Review of Project Funding Instruments Members shall transmit any proposed funding instruments and agreements to the Lead Entity for review consistent with the applicable Consortium administrative guidelines, as they may be amended from time to time. Once guidelines and funding instruments have been approved by the Lead Entity, the Member may execute such funding instruments without further review by the Lead Entity. Each Member must keep originals or certified copies of all case-specific funding instruments and related documents in project files.

G. Expenditures The Member shall meet the principles and standards of cost allowability stated in the current OMB Circular A-87, "Cost Principles for State and Local Governments."

H. Reversion of Assets Upon expiration of this Agreement, each Member shall transfer to the Consortium HOME Investment Trust any HOME funds on hand at the time of expiration and accounts receivable attributable to the use of HOME funds per HOME Program regulations 92.503 and 92.504(c) and HUD Notice CPD 97-09. In the event the Consortium is dissolved, HOME funds and receivables shall remain in the custody of the Member, unless otherwise provided by HUD.

SECTION 6 - SETASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The CCHC as a whole is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs), in accordance with the Consortium's Program Administration Guidelines and HOME Program regulations 92.300 - 92.303, as they may be amended from time to time.

SECTION 7 - TERM OF AGREEMENT AND RENEWAL

A. This Agreement shall commence on July 1, 2012 and remain in effect during the period necessary to complete all activities funded by Federal Fiscal Year (FFY) 2012, 2013, and 2014 HOME Program grants or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD, whichever occurs first. Members of the Consortium agree to a program year of July 1 to June 30 for the purposes of HOME.

B. Nothing in this Agreement obligates a Member to become a signatory to a future agreement to continue the Consortium for HOME Program grants subsequent to FFY2014. Each Member shall notify the Lead Entity at least 60 days before the effective date of such future agreement if it intends not to become a signatory. Notwithstanding the foregoing, if the following FFY grant information is not available 60 days before the effective date, a Member shall use best efforts to notify the Lead Entity as soon as possible after it receives the grant information.

C. This Agreement shall automatically renew for the Consortium's participation in successive qualification periods of three Federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, PORTLAND shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and PORTLAND shall send a copy of each notification to the HUD Field Office. If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify PORTLAND, and PORTLAND shall notify the HUD Field Office, before the beginning of the new qualification period. Before the beginning of each new qualification period, PORTLAND shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods. The automatic renewal of the agreement will be void if:

PORTLAND fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or PORTLAND fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

SECTION 8 - REPAYMENT OF FUNDS AND PENALTIES

A. Repayment of HOME Funds to HUD

(1) In the event that HUD requires the Lead Entity to repay HOME funds disbursed to the Consortium for failure to meet affordability requirements as set forth in applicable HUD regulations, or for any other reason, each Member shall reimburse the Lead Entity for the amount of funds required to be repaid on account of that Member's use of HOME funds. Consistent with the foregoing, the Lead Entity, when acting as a Member shall remain solely liable to HUD for repayment of HOME funds originally awarded to the Lead Entity, if required on account of the Lead Entity's use of such HOME funds.

(2) In the event that HUD requires repayment of HOME funds by the Lead Entity which cannot be attributed to a single Member's use of such funds, each Member shall be liable to repay to the Lead Entity, a proportional percentage of such repayment amount equal to the Member's portion of the total Consortium HOME Program funding allocation, or such other sum as the Consortium Members agree to in writing.

B. <u>Cancellation</u> Each Member agrees to repay the Consortium HOME Investment Trust all HOME funds released to the Member attributable to a project in the event such project is cancelled for any reason. Such repayment shall be made within the time period specified by HUD or other reasonable time period agreed to by the Lead Entity.

C. <u>Violations</u> Each Member who continues to violate any HOME Program regulation, provision of this Agreement, or provision of a HOME Project Funding Agreement, after having an opportunity to cure, shall repay to the Consortium HOME Investment Trust Account any HOME funds disbursed directly to recipients or subrecipients, with respect to the site or sites where the violation has occurred, or such amount as HUD determines.

D. <u>Penalties</u>

(1) Member. Each Member shall reimburse the Lead Entity the full amount of any penalties assessed against the Lead Entity by HUD as a result of that Member's use of HOME funds pursuant to this Agreement. Each Member shall reimburse the Lead Entity the Member's proportionate share of any penalties assessed by

HUD against the Lead Entity which penalties cannot be attributed to specific Members' use of HOME funds.

(2) Lead Entity The Lead Entity shall reimburse the Consortium the full amount of any penalties assessed against the Consortium by HUD as a result of the Lead Entity's failure to comply with HUD regulations.

E. Restriction on Future Funds The Lead Entity may withhold and restrict a Member's access to HOME funds if the Member fails to cure a violation, fails to repay HOME funds or fails to pay the penalties provided for above. Funds withheld in the amounts necessary to repay HOME funds or penalties should be charged against the Member's HOME funds in the following order:

(1) First against the funds for the project or projects in which the violation occurred or which are the subject of dispute between the Lead Entity and Member;

(2) Second against any other HOME funds allocated to the Member in the same fiscal year;

(3) Finally against HOME funds allocated to such Member in future fiscal years.

If HUD subsequently determines that no violation has occurred, the Lead Entity shall make the withheld funds available to the Member for HOME projects. Otherwise such funds are retained for the benefit of the Consortium or in the case of penalties to reimburse the Lead Entity or Consortium as the case may be.

SECTION 9 - OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS, LEGAL RECOURSE AND INDEMNIFICATION

A. Opportunity to Cure The Lead Entity shall provide a written notice to a Member of the violation of any provisions of this Agreement, a HOME Project Funding Agreement, or applicable HUD regulations. The notice shall set forth a description of the violation, the steps which must be taken to cure the violation and a reasonable time period established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Lead Entity shall establish said deadline. The Lead Entity may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.

B. Disputing a Violation If the Member and Lead Entity disagree as to whether a violation has occurred, either may request HUD' determination of whether a violation exists. The Member disputing the Lead Entity's finding of a violation may expend the subject funds, subject to repayment, unless the Lead Entity chooses to withhold the funds.

C. Legal Recourse In the event that any Member, including the Lead Entity acting in its representative capacity, fails to comply with this Agreement, a HOME Project Funding Agreement, or a HOME Program or other HUD regulation or finding or fails to cooperate with any other Member, the Lead Entity or the Consortium in complying with a HUD finding, the Lead Entity or any other Member may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.

D. Indemnification for Violations Each Member shall hold harmless and defend the Lead Entity, the Consortium and the other Members from and against all claims for repayment of HOME project funds attributable to such Member's failure to comply with applicable HUD regulations, this Agreement, or any HOME Project Funding Agreement, and from penalties, costs and attorneys' fees related to such failure.

SECTION 10 - FAIR HOUSING

A. Each Member agrees to affirmatively further fair housing in accordance with applicable Federal Law, Consolidated Strategy and Plan and with 24 CFR 570.904(c).

B. Affirmative Marketing Each Member shall adopt and implement an Affirmative Marketing Plan including affirmative marketing procedures for HOME assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulations 92.351. Each Member shall summarize these procedures in an affirmative marketing plan for each project. Documentation of action taken to carry out said site-specific plans shall also be placed in said files.

SECTION 11 – HOME/GENERAL PROVISIONS

A. Federal Regulations The provisions of 24 CFR Part 92, HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92 dated September 16, 2003 (hereinafter "HOME Program regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Lead Entity and Members shall at all times comply with said HOME Program regulations, and shall comply with other related Federal and state statutes and regulations, Executive Orders, OMB Circulars, and all future revisions and amendments to the same. The Members shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that all projects comply in all respects.

B. Environmental Review The release of funds for all HOME assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 92.352 and 24 CFR 58. Each Member shall prepare and provide to the Lead Entity all information necessary to obtain Release of Funds from HUD and documentation to establish specific site clearance consistent with Consortium procedures.

C. Equal Opportunity Each Member shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, each Member shall ensure compliance with HOME Program regulations 92.350 and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 121432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).

D. Labor Standards Each Member shall comply with and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to HOME Program regulations 92.354. In particular, each Member shall comply with and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Each Member shall require certification as to compliance with the provisions of this paragraph as required by HOME Program regulation 92.354.

E. Records Each Member shall maintain all applicable records for its project(s) consistent with HOME Program regulations 92.508 Record-keeping. In addition each Member shall make available copies of all such records as may be requested by the Lead Entity for administration of the Consortium.

F. Reports The Lead Entity shall, on behalf of the Consortium submit such reports (with full and complete copies to the Member) as may be required pursuant to HOME Program regulations 92.509 Performance Reports. Each Member shall cooperate with the Lead Entity in providing all data and information specific to each community and projects in such formats and time frame as required by HUD and the Lead Entity. In addition, each Member shall prepare and submit to the Lead Entity the project completion reports required by HOME Program regulation 92.502(d) Submission of project completion reports. This report shall be submitted to the Lead Entity within 45 days of the final requisition for HOME funds together with a fully completed AL Consortium Project Compliance Checklist. Following review of the above for completeness, the Lead Entity shall transmit the Project Completion Report on behalf of the Consortium to HUD as required by 92.502(d).

G. Religious Organizations Each Member shall ensure that HOME funds are not disbursed to a primarily religious organization as prohibited by HOME Program regulations 92.257. In addition, each Member shall comply with the provisions of the above regulation with respect to assisting wholly secular organizations established by religious organizations which may be eligible to participate in HOME funded projects.

H. Conflict of Interest

(1) In accordance with HOME Program regulation 92.356, the procurement of property and services by the Consortium, its Members and subrecipients is governed by the conflict of interest provisions stated in 24 CFR 85.36 and 24 CFR 84.42. Each Member shall comply with all applicable federal and state conflict of interest rules and shall endeavor to ensure the compliance with the same by all subrecipients as defined in HOME Program regulations 92.2 or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, each Member shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.

(2) The conflict of interest provisions of part (i) of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the Lead Entity, or of the Members designated herein, or any state recipient, or subrecipient of HOME funds. None of the foregoing who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 92.356(d). Each Member shall advise the Lead Entity in writing as to any such exceptions granted by HUD.

I. HOME Project Requirements Each Member shall perform and carry out the projects as described in the HOME Program Descriptions approved by HUD during the period covered by this Agreement and funded pursuant to Consortium-Member HOME Project Funding Agreements (Master Agreements and/or single project agreements), consistent with specific Project Descriptions and in compliance with the requirements of HOME Program regulations Subpart F, Project Requirements, as applicable, depending upon the type of project assisted. Each Member shall comply with requirements contained in Subparts E and F specifically in HOME Program regulations 92.205 to 92.215 concerning eligible and prohibited activities, income targeting requirements in regulations 92.216 and 92.217, unit subsidy limits, and all other applicable requirements stated in regulations 92.250 through 92.258. Written agreements executed with a subrecipient or other entity shall contain provisions requiring compliance with the regulations cited herein.

J. Ownership, Use, and Disposition of Property Each Member shall comply with the affordability provisions referenced in HOME Program regulations 92.252 - 92.256, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, each Member shall require that the affordability requirements of HOME Program regulation section 92.252 be enforced by deed restriction or by restrictive covenants running with the land in accordance with HOME Program regulation 92.252(e). If a Member fails to comply with any of the requirements of this provision, the Member shall be required to repay HOME funds disbursed pursuant to this Agreement, consistent with HOME Program regulation 92.503(b). Each Member shall describe in the Project Descriptions the specific restrictions to be utilized for each project.

K. Post-Completion Requirements Upon completion of a project, each Member shall enforce all applicable short and long-term special requirements. Such requirements include, but are not limited to: compliance with housing affordability requirements (see HOME Program regulations 92.252 – 92.255 and 92.504(c)), and compliance with the Housing Quality Standards (see regulation 92.251 and 92.504(c) & (d)). Each Member shall require owners of HOME assisted housing to comply with the requirements stated above and all applicable requirements for the duration of the applicable period of affordability and shall incorporate such time period into the duration of agreements executed with recipients of HOME funds. Prior to the anticipated completion date for each site, each Member shall prepare a plan for each post-completion enforcement responsibility by site and shall include such plans in each site file. Each Member shall notify the Lead Entity of compliance with this requirement by completing the Post-completion Plan item on the Consortium Project Compliance Checklist for each site.

L. Other Federal Regulations and Provisions Each Member shall comply with Federal regulations incorporated in HOME Program regulation Subpart G, sections 92.300 through 92.303, Subpart H, sections 92.350 through 92.357, and all other applicable HOME regulations as well as all project requirements per this Agreement, provided that a Member's responsibilities with respect to environmental review contained in Subpart H shall be as stated in SECTION 10 – HOME GENERAL PROVISIONS, paragraph b., Environmental Review above.

M. Lead-Based Paint Each Member shall remain solely responsible for ensuring that all projects at all times comply with applicable requirements of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et, seq.; Lead-Based Paint Regulations 24 CFR Part 35 and all future revisions and amendments to the same. Each Member shall also ensure that all projects comply with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation 92.355, and with the applicable requirements of the Maine Lead Paint Statute, and all future revisions and amendments to the same.

N. Audit and Monitoring

(1) General. Consortium and Member records shall be audited consistent with 24 CFR 44 (OMB A-128; Government entities) and non-profit subrecipient records shall be audited consistent with OMB A-133. Each Member shall be responsible for the cost of all audits performed on its records and operations pursuant to this section and may use designated HOME administrative funds. Other entities shall be responsible for the cost of their audits, respectively, and shall not use HOME funds for any portion of the cost of such audits unless expressly approved by a Member and included as an authorized cost in the Project Budget. Each Member and/or its subrecipient shall make available all such records and documents as requested by the Lead Entity, HUD, and/or the Comptroller General of the United States. Such parties may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

(2) HUD Performance Reviews and Monitoring HUD may conduct performance reviews and monitoring of the Consortium and of the Members as provided in HOME Program regulations 92.550 - 92.552. Each Member agrees to cooperate with HUD and the Lead Entity to undertake such remedial action as may be required pursuant to HOME Program regulation 92.551, Corrective and remedial actions.

(3) Monitoring by the Lead Entity The Lead Entity shall perform periodic monitoring of projects on behalf of the Consortium. Such monitoring will include, but shall not be limited to, an annual review of the activities of owners of housing assisted with HOME funds, as applicable in accordance with HOME Program regulation 92.504(d), and an annual review of the performance of each contractor and recipient of HOME Program funds. Each Member shall cooperate with the Lead Entity throughout these monitoring procedures and shall implement such corrective action as requested by the Lead Entity consistent with HOME Program regulations.

(4) Monitoring by Member Each Member, in conjunction with CCHC Program staff shall monitor its recipients at least annually to ensure full compliance with all applicable requirements. All monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the Lead Entity and Members. Each Member shall be responsible to follow through to resolve and clear any monitoring findings with respect to their own projects.

O. Indemnification

(1) Disclaimer Each Member shall hold harmless and defend the Lead Entity, the Consortium, and the other Members from and against all claims arising from any

latent, or patent defects in any work performed or services provided with respect to each Member's projects pursuant to this Agreement and any duly executed Consortium-Member HOME Project Funding Agreement.

(2) Indemnification Each Member shall indemnify, hold harmless and defend the Lead Entity, the Consortium, and its agents, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement with respect to each Member's projects, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of a Member, anyone directly or indirectly employed by a Member, or anyone for whose acts the a Member may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 et seq., or any other immunities or defenses under the Act or other applicable law.

P. Insurance Each Member shall require that all owners, contractors and subrecipients of HOME assisted projects shall at all times maintain certain types of insurance coverage consistent with the character of the project and shall ensure compliance with the following as applicable.

(1) Certificate of Insurance At time of closing of a grant or loan providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide coverage of the types and amounts stated in subparagraphs (A) and (B) herein. The insurance provided shall be maintained for the duration of the note, mortgage or the affordability period, whichever is longer.

(a) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member as loss payee. Any changes from the standard required coverage and amounts as stated below must be mutually agreed to in advance and in writing by the Member and Lead Entity.

(b) Minimum Requirements Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: *Minimum Amount* = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: *Minimum Amount* = HOME funds and all senior indebtedness

(2) Flood insurance All HOME - assisted projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing for providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:
Minimum Amount = HOME funds and all senior indebtedness.

(3) Construction Insurance Prior to the commencement of work on any HOME-assisted site, each Member shall obtain a certificate of insurance covering the work to performed. Said certificate shall provide coverage for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable) and shall name the Member as additional insured. Minimum amounts are stated in subparagraphs (A) and (B) below. The insurance shall be maintained for the duration of the work to be performed.

(a) Minimum Requirements Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage.
Employer's Liability:	$100,000 Coverage B
Comprehensive General Liability:	$300,000 each occurrence
Bodily Injury:	$500,000 each occurrence
Property Damage	$100,000 each occurrence $300,000 aggregate

(b) Automobile Liability (case by case basis, subject to determination by Member and Lead Entity) for owned and non-owned vehicles:

Property Damage:	$100,000 each occurrence $100,000 aggregate
Bodily injury	$250,000 each occurrence $500,000 aggregate

Q. Displacement and Relocation

(1) General Each Member shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation 92.353. In the event that displacement cannot be avoided, each Member shall ensure

compliance with HOME Program regulation 92.353, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Member shall ensure compliance with the most current edition of HUD Handbook 1378 "Tenant Assistance, Relocation and Real Property Acquisition".

(2) Use of Community Development Block Grant funds (CDBG) If CDBG funds are utilized in a HOME assisted project for optional relocation costs (not administrative or planning costs) and/or for any project based costs, including staff project delivery costs, each Member shall ensure compliance with all applicable provisions of the Housing and Community Development Act of 1974, and applicable implementing regulations set forth in 24 CFR 570.

(3) Responsibility of Member Each Member shall prepare and maintain all necessary displacement and relocation plans and documentation, including, but not limited to site-by-site relocation plans, determinations of comparable housing, amounts and types of relocation assistance proposed, etc. as required by the URA. Each Member shall record compliance with all applicable relocation requirements on the Consortium Project Compliance Checklist.

R. Acquisition The acquisition of real property for a HOME project is subject to HOME Program regulation 92.353, the URA and the requirements of 49 CFR 24, Subpart B. Each Member shall ensure compliance with all of the foregoing, and shall prepare and maintain all necessary acquisition documentation, including, but not limited to: appraisals, offer letters, required notices, checklists, and any related materials.

S. Procurement Each Member agrees to fully comply with applicable requirements as referenced in 24 CFR 85.36 and related HUD Notices and will ensure compliance with 24 CFR 84.40 to 84.48 for nonprofit subrecipient organizations. Procurement steps must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that 24 CFR 24 prohibits the use of debarred firms and requires certain certifications for transactions consistent with 24 CFR 24, Appendix B.

T. Loan Servicing In the event a loan or loans are issued with HOME funds, the Lead Entity and each Member shall work out appropriate arrangements for the financial servicing of said loan(s) satisfactory to the parties. Each Member shall establish and maintain accounting records and procedures consistent with 24 CFR 85.20, HOME Program regulations 92.505 and 92.508(a)(6), including but not limited to individual loan case files, loan account histories, posting of payments and/or deferrals, account maintenance and updates, recording of loan discharge documents, preparation of IRS reports as applicable, loan portfolio reports, loan receivables control, loan repayment and interest reports, and related loan management documents. Loan payments, repayments and recaptures shall be handled in accordance with 92.503.

U. Assignability Neither any Member nor the Lead Entity shall assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation.

V. Liens

(1) General Each Member shall ensure that any property benefiting through a HOME-assisted activity is free from any attachments, tax liens, mechanics' liens or any other encumbrances except as provided in paragraph (ii) below.

(2) A property assisted with HOME funds may have multiple mortgages subject to the discretion of each Member, and subject to loan underwriting analysis confirming sufficient equity is available to secure such HOME loan as may be secured by said property.

SECTION 12 - CHANGES

In the event that changes in this Agreement become necessary, a Member initiating such changes shall notify the Lead Entity in writing describing the subject changes. Upon mutual consent regarding the requested changes, the Lead Entity shall prepare an amendment to this Agreement incorporating said changes which shall become effective following execution of the respective authorized signatories of the Members.

SECTION 13 - APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and all applicable HUD regulations. HUD HOME Program regulations (primarily at 24 CFR Part 92) and requirements, as now or hereafter in effect, are incorporated by reference and shall take precedence for determining any issues that may arise concerning the Consortium.

SECTION 14 - SEVERABILITY

A. The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.

B. This Agreement is executed in two (2) counterparts, each of which shall be deemed to be an original and constituting together one and the same instrument, this being one of the said counterparts.

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Lead Entity; City of Portland

J Rosen

Witness

Patricia Finnigan

Patricia A. Finnigan
Acting City Manager

Member; Cumberland County

Witness

James F. Cloutier
Chairman

Member; Town of Brunswick

Witness

Gary L. Brown
Town Manager

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Lead Entity; City of Portland

Witness	Patricia A. Finnigan Acting City Manager

Member; Cumberland County

Witness	James F. Cloutier Chairman

Member; Town of Brunswick

Witness	Gary L. Brown Town Manager

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Member; Cumberland County

Witness

James F. Cloutier
Chairman

Member; Town of Brunswick

Mart f. Szyd
Witness

Gary L Brown
Gary L. Brown
Town Manager

APPENDIX "A"

City of Portland, "Hold Harmless" Calculation

Introduction

A central premise in the creation of the Cumberland County HOME Consortium is that the City of Portland, as an existing HOME Program Participating Jurisdiction, will continue to receive funding equal to its allocation prior to the formation of the Consortium. Portland will be "held harmless". Its base funding, prior to any added allocation owing to participation in the Consortium, as outlined in other sections of the Agreement, will remain neutral.

The Standard

Portland's base, "hold-harmless" allocation under the Cumberland County HOME Consortium for 2012-2014 will be 118% of the HOME allocation for the Lewiston/Auburn HOME Consortium.

It is possible, though highly unlikely, the funding allocation for Lewiston/Auburn may vary from its historic established patterns. This could be due to penalties imposed by HUD, demographic shifts or other events unrelated to the federal HOME budget or HUD's general distribution of funds to participating jurisdictions. If this occurs, Consortium members will examine all available data to establish a hold harmless allocation for Portland in the fairest manner possible.

GROUP	STUSAB	PLACENAME	COUNTYNAME	FAMPOV	P50RHP	TRHC4	VACRENT	RENTOCC	ALLRENTALS	TRHPOV	POP	PCI
A-Places	ME	Portland city	Cumberland County	1,583	2,600	7,948	957	16,112	17,308	4,410	63,153	$27,351

Estimated value of the FAMILIES IN POVERTY factor:	**$41,000**
Estimated value of the PRE-1950 RENTAL HOUSING OCCUPIED BY THE POOR factor:	**$182,000**
Estimated value of the RENTAL HOUSING WITH 1 OF 4 PROBLEMS factor:	**$74,000**
Estimated value of the COST INDEXED RENTAL HOUSING WITH 1 OF 4 PROBLEMS factor:	**$0**
Estimated value of the VACANCY ADJUSTED RENTAL HOUSING WITH PROBLEMS factor:	**$127,000**
Estimated value of the POPULATION INDEXED BY PER CAPITA INCOME factor:	**$5,000**
Estimated TOTAL:	**$429,000**

DISCLAIMER

Deviations from these estimates WILL occur for any number of reasons including, but not limited to the final appropriated amounts and final HOME Consortia participation rosters. CPD has no obligation or liability, legal or otherwise, if there is a discrepancy between these estimates and any final calculated formula grant amounts.

Portland, Maine Yes. Life's good here.

Planning & Urban Development Department

TO: Councilor Duson, Chair
Members of the Housing Committee

FROM: Colleen Hennessy, Lead Safe & Healthy Homes Program
DATE: May 5, 2017
SUBJECT: Update on Lead Hazard Control Grant

BACKGROUND

The City of Portland, Maine, Department of Planning and Urban Development, Division of Housing and Community Development, received a 3-year Lead Hazard Control Grant from HUD. The program also involves a Healthy Homes grant for the Lead Safe & Healthy Homes program participants to address hazards in the homes, in addition to lead paint hazards.

The Healthy Homes Rating System is used by the construction rehab specialist to prioritize the spending of the Healthy Homes budget. The program also works in tandem with the county and city rehab program in order to improve the overall safety and quality of Cumberland County's low to moderate income housing stock.

The Maine legislature lowered the state's childhood lead poisoning standard down to 5 micrograms per deciliter and the State of Maine began implementation of the stricter law in September of 2016. The law also increased the Maine Center for Disease Control's (CDC) ability to enforce the law through increased staff and the authority to fine property owners who do not comply with lead abatement orders. There has been a marked increase in abatement orders in Portland and Westbrook and the Lead Safe Program is working closely with the Maine CDC to target high priority cases.

The Public Health Department has two public health nurses visiting mothers and providing lead safe housing advice. The nurses also provide lead blood level screening at clinics and case management for children with lead poisoning.

The program is also committed to increasing the capacity of the construction sector to perform lead safe work practices through providing *Renovate, Right and Paint* EPA-certified training. The program will coordinate more training for workers and contractors in order to have an adequate pool of licensed abatement contractors.

BENCHMARKS

ACTIVITY	Q2	Q3	Q4	ACTIVITY	Q2	Q3	Q4
Units Enrolled	5%	15%	30%	Units Completed			
	4	12	24			1.6	4

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BUDGET FOR THREE YEAR PROGRAM

BUDGET CATEGORIES*	NEGOTIATED HUD SHARE BUDGET	AVAILABLE BALANCE
1. Personnel (Direct Labor)	$188,459.75	$188,459.75
2. Fringe Benefits	$69,749.00	$69,749.00
3. Travel	$14,055.00	$14,055.00
4. Equipment	$0.00	$0.00
5. Supplies and Materials	$7,690.00	$7,690.00
6. Consultants	$0.00	$0.00
7. Contracts and Sub-Grantees		
7a. Lead Inspection/Risk Assessment/Design	$229,500.00	$229,500.00
7b. Lead Hazard Control	$932,272.00	$932,272.00
7c. Lead & RRP Worker Training	$8,000.00	$8,000.00
Subtotal Category 7	$1,169,772.00	$1,169,772.00
8. Construction	$0.00	$0.00
9. Other Direct Costs	$118,900.00	$118,900.00
9z. Healthy Homes Supplement	$246,275.00	$246,275.00
10. Indirect Costs	$0.00	$0.00
Total:	$1,814,900.75	$1,814,900.75

PROMOTION & MARKETING

Over 50 applications have been sent to property owners and landlords in the target areas. The program works with Maine CDC to target property owners with abatement orders. These owners either need to hire an abatement contractor or apply to our program. We have two current projects with abatement orders despite roughly 35 being active currently in the target areas.

We are working with the Southern Maine Landlord Association and have attended a meeting and contributed twice to their newsletter.

We have completed two targeted mailings to property owners with pre-1978 multifamily (including 2 families) in Bayside and Parkside.

PROGRAM OPPORTUNITIES & THREATS

Opportunities

- Maine CDC is committed to enforcing the new blood level and working cooperatively with housing authorities and municipalities.
- Potential for increased collaboration with Housing Safety office, General Assistance and Permitting & Inspections to improve quality and efficiency of City services to most vulnerable tenants.
- Participation in Childhood Lead Poisoning Prevention Committee increases relationship with the DEP, Maine CDC and Westbrook code enforcement.
- Lead Hazard Control and Healthy Homes has been increased in HUD's proposed budget.
- June is National Healthy Homes Month – marketing and press opportunities

Threats

- Funding for public health nurses is inconsistent and uncertain. They are facing reduced hours.
- Outdated blood screening machine compromises accuracy and requires additional time and blood from the children being tested.
- Enrollment process is slow and we are behind on those benchmarks.
- Limited lead abatement contractors & inspectors available in Maine.
- CDBG and HOME funding currently provides match funding required by HUD for the Grant. Any reduction in those funds will impact the grant's budget and future grants.

2017 Housing Committee Work Plan
May 10, 2017

Potential Agenda Items:

Assure timely implementation of the 2016 Landlord/Tenants policies **(June 14)**

Pull together a Current Situation Report on Housing Policy, Availability and Affordability. This would include, an update on the implementation of policies e.g. inclusionary zoning. Establish a dashboard for annual or semi-annual evaluation. **(September or October)**

Implement Policies to Capitalize the Housing Fund. **[June and/or July/August discussion(s)]**

Identify an unique opportunity to demonstrate engagement of the city in partnership (policy, expertise, funding, zoning, public land, etc) to leverage development of a unique mixed use project that includes work force and low income housing. **(Begin discussions in July/August)**

Housing Safety - - Serve as the sponsorship committee for the city's housing inspection programs. Support program evaluation, identify enforcement challenges, the advocate for budget resources. **(May 10)**

(The items below are from the 2016 Annual Plan IV Future Work section)

Corridor/Neighborhood Node Zoning **(discussion held on March 30)**

Shelter Zoning; **(being discussed by the HHS committee, then to the Planning Board & City Council) (any need for Housing Committee to discuss?)**

Housing Update on Recent Revisions to the R-6 Zone; **(include as part of the discussion in September or October noted above)**

Housing First Incentives; **(Begin discussions in September/October)**

Accessory Dwelling Unit (ADU) Analysis **(include as part of the discussion in September or October noted above)**

Scheduled Agenda Items:

May 10, 2017

1) Overview of the Disorderly House Ordinance
2) Update and Overview of Housing Safety Office
3) Review of Proposed Changes to the Housing Code re: Habitation of Recreational Shelters
4) Review request(s) received through the Supplemental HOME Funds Application
5) Renewal of the City's participation in the Cumberland County HOME Consortium
6) 2017 Work Plan Discussion

June 14, 2017

July 12, 2017

August 9, 2017

September 13, 2017

1. Review of FY17 HUD Consolidated Annual Performance Report

October 11, 2017

November 8, 2017

1. Review of 2017 Annual Report

December 13, 2017 (First day of Hanukkah)