1. Agenda

   Documents: AGENDA 10.21.13.PDF

2. Packet

   Documents: DOWNTOWNPACKET102113.PDF

CITY OF PORTLAND, MAINE
Notice of Meeting

Portland Development Corporation

DATE: 10/21/2013
TIME: 4:00 PM
LOCATION: Room 24, Basement Conference Room
Portland City Hall

AGENDA

1. President's comments.
2. Review and accept Minutes of previous meeting held on September 19, 2013.
3. Review and recommendation on loan application from Pachanga, LLC at 1 Industrial Way

   a) Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session to review proprietary information.
4. Business Assistance Grant for Job Creation application from Old Port Wool and Textile Co., 52 Danforth Street

   a) Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session to review proprietary information.
5. Review and recommendation of Loan Amendment request from Kennebec Street Properties/Asia West

   a) Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session to review proprietary information.
6. Brownfields Loan Program – proposed new guidelines for review and recommendation to City Council
7. Establishment of Marketing Subcommittee
8. Treasurer's Report – September 2013 – Jennifer Sporzynski

   a) Monthly Administrative Budget Report
   b) Loan Receivables Report
   c) Cash Management Report
   d) Delinquency Report (Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session discussion any of the loans listed on the delinquency report.)
9. Next Meeting Date: November 21, 2013.

Jack Lufkin
Board President

PORTLAND DEVELOPMENT CORPORATION
Board Meeting

DATE: Monday, October 21, 2013
TIME: 4:00 p.m.
LOCATION: Room 24, Basement Conference Room, Portland City Hall

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Jack Lufkin
President/Portland Development Corporation

Minutes

Portland Development Corporation

September 19, 2013

A meeting of the Board of Directors of the Portland Development Corporation was held on Thursday, September 19, 2013, at 4:00 p.m. in Room 209 on the second floor of Portland City Hall. Present from the Board was President Jack Lufkin, and Directors Mayor Michael Brennan (arriving during Item #3 on the Agenda), Dennis Martin, Jere Shaw, Barry Sheff, Jennifer Sporzynski, and Drew Swenson. Directors Jill Hunter, Neil Kiely, Jess Knox, and Mark Rees could not be present. Present from the City staff were Business Programs Manager Nelle Hanig, Economic Development Director Greg Mitchell, Senior Executive Assistant Lori Paulette, and Associate Corporation Counsel Lawrence Walden.

Item #1: President's Comments

President Lufkin congratulated staff on the ribbon cutting ceremony for Portland Technology Park held on Weds., September 18th. It was an event 7 to 8 years in the making and now will look forward to seeing it populated with new life science businesses.

Item #2: Review and accept Minutes of previous meeting held on August 15, 2013.

On motion made and seconded, the Board voted 4-0-2 (Dennis Martin and Barry Sheff abstained as they were not in attendance at that meeting) to accept the Minutes as presented.

(Mayor Brennan joined the meeting at this time.)

Item #3: Review and recommendation regarding Development Action Grant request from 119 Development LLC for public infrastructure work project at 285 Congress Street (former Portland Press Herald building) in the amount of $25,000.

A. **Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session discussion.**

Ms. Hanig introduced this item saying that 119 Development LLC ("Developer") has applied for a Development Action Grant in the amount of $25,000 for public infrastructure work being required by the Planning Board for the project known as the Press Hotel at the intersection of Congress and Exchange Streets. The Developer currently has a purchase and sale agreement on the property and has received Planning Board approvals. Public infrastructure includes new brick sidewalks, granite curbing, four tip downs, and four deciduous trees – all at a cost estimated at $208,251. The Development Action Grant request of $25,000 represents 12% of that cost. Staff is recommending approval of this request as it meets the guidelines of the grant program. She then introduced Jim Brady, Principal of 119 Development LLC.

Mr. Brady thanked the Board and staff for the time to consider this request. He said he is the principal of 119 Development LLC, together with a silent financing partner. The timeline is to begin construction in the early part of 2014 and open the first quarter of 2015, or by 4/1/2015. The development calls for a 110-room boutique hotel, under the Marriott franchise, with a restaurant on the first floor. They will seek LEED Silver certification on the construction project. Mr. Brady also said that they are working with CEI and its immigrant job training program for the hospitality industry. He then described his background in the development industry, including the recent acquisition of the Portland Company property on the East End by him and his partners.

Ms. Sporzynski said that she would recuse herself from participating in the discussion and vote due to the CEI involvement.

Mr. Swenson noted that he worked with Mr. Brady in the past but now no longer has any monetary interest for that or this development and, therefore, sees no conflict to participate.

Mayor Brennan asked Mr. Brady how many employees he expects from working with CEI's immigrant program.

Mr. Brady said that he could not answer that question at this time, and noted that CEI has had great success with the program.

Mr. Sheff said that his employer Woodard and Curran is now not under contract with this project but is interested in working in any future development of the Portland Company property; he has no pecuniary interest and therefore feels no conflict of interest in participating in this request.

President Lufkin said the Development Action Grant program is designed for public infrastructure improvements as required by the Planning Board, over and above what is normally required. He asked Mr. Brady about the public infrastructure and any unique circumstances.

Mr. Brady said that the building occupies the entire site. The Planning Board required these public infrastructure improvements, which included reworking the sidewalks, expanding Federal Street sidewalk – as the current sidewalk is over the basement area of the building and therefore no trees now – a unique element, put in four deciduous trees, and four new tips down which will make for handicap accessibility.

President Lufkin then asked if there were further questions/comments, and there were none.

On motion made and seconded, the Board voted unanimously at approximately 4:17 p.m. to go into executive session pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A to review proprietary information and discuss the request. At approximately

4:30 p.m., the Board came out executive session.

On motion made and seconded, the Board voted 6-0-1 (Sporzynski abstained) to approve the grant request for $25,000 as recommended by staff.

Item#4: Annual Meeting of Board

A. **Election of Officers – President, Treasurer, Secretary**
B. **Accepting Annual Report for FYE13**
C. **Setting Date for Annual Meeting of Corporator as October 7, 2013.**
D. **Any other business that may come before the Board**.

A. Election of Officers

Mayor Brennan nominated the current slate of officers to remain for another year, that is: Jack Lufkin, President; Jennifer Sporzynski, Treasurer; and Barry Sheff, Secretary.

A motion was then made and seconded to approve the nominees as recommended by Mayor Brennan. A vote was taken on the motion and it passed unanimously.

B. Accepting Annual Report for FYE 13

President Lufkin said that the Annual Report shows the successful year the PDC Board had, in particular nine new loans closed for a total amount of $718,500.

Mayor Brennan agreed and requested that in the report going to the Council, that the 100 jobs associated with those loans as created and retained be broken down into those two categories.

On motion then made and seconded, the Board voted unanimously to forward to the Annual Report to the City Council, with the amendment as requested by Mayor Brennan.

C. Setting Date for Annual Meeting of Corporator as October 7, 2013.

On motion made and seconded, the Board voted unanimously to set the date for the Annual Meeting of the Corporator as October 7, 2013.

President Lufkin said that he will put this meeting date on his calendar and encouraged Board members to attend as well.

Mr. Martin requested that Item #8 be taken out of order at this point as he has some concerns regarding the delinquency report; the Board concurred.

<u>Item #8: Treasurer's Report – August 2013 – Jennifer Sporzynski</u>

A. <u>Monthly Administrative Budget Report</u>
B. <u>Loan Receivables Report</u>
C. <u>Cash Management Report</u>
D. <u>Delinquency Report (Note: Pursuant to 1 M.R.S.A. 405(6)(F) and 5 M.R.S.A. 13119—A, the Board may go into executive session discussion any of the loans listed on the delinquency report.)</u>

Ms. Sporzynski said that the monthly administrative budget show no expenditures; the Loan Receivables Report shows that Kennebec St. Properties' maturity date was 9/1/2013. Ms. Hanig said that she expects to report on an extension for this loan at an upcoming PDC Board meeting. Also, DSM, LLC shows a maturity date of 5/1/2013, and Ms. Hanig said that she has been in contact with them for extending that date.

Ms. Sporzynski then moved to the Delinquency Report noting that the report is current today as when it was delivered to the Board. She noted that if you take out the two on the list who are now current, this equates to 6% of the loan portfolio, which is not bad at all.

There was discussion concerning the remaining loans, particularly developing an action plan to get them current, holding up liquor licenses until payment is made, as well as demand letters and encouraging business counseling. Members indicated that generally 90 days is the triggering point for legal action; however, the PDC is almost always in second position. There was discussion about the City receiving automatic payments, noting that it can accept payments coming in but it cannot withdraw from institutions.

Mr. Mitchell said that his office will push for automatic payments.

Ms. Hanig noted that she expected a check next week from Veranda for three months payment.

Ms. Sporzynski then moved to the Cash Management Report, which concludes that there is approximately $1.9 Million in loan and grant funds available.

President Lufkin asked if there was any further comment/discussion. There being none, a motion was made and seconded to accept the report as present, and the motion then passed unanimously.

Item #5: Brownfields Loan Program – proposed new guidelines for review and recommendation to City Council

Ms. Hanig said that the packet contains red-lined revisions to the current Brownfields guidelines for closed out funds, which are less restrictive. EPA allows the s funds to be used for clean-up loans, site assessments (both Phase I and Phase II), and grants to public and non-profit organizations. Questions/issues include: Should there be a maximum amount? Should there be a match? Should be there a certain amount set aside for assessments? Should the fund be first come, first served?

Mr. Mitchell said that more research is needed for assessment and grants; loans are fine.

Mr. Martin was interested in knowing whether oil tank removal was an eligible use, and, if so, would propose adding that in, as well as the fund being used for site assessment and remediation.

Mr. Sheff questioned why use the fund for Phase I and II site assessments.

Ms. Hanig said that this is an eligible use for closed out funds. This is a policy issue to discuss.

Mr. Mitchell said that staff was leaning toward maximum flexibility for the loan fund.

President Lufkin commented that maybe the guidelines should have targeted areas highlighted, and also suggested that perhaps a sub-committee be formed.

Ms. Hanig said that she would email the guidelines to Mr. Martin and Mr. Sheff for further feedback.

President Lufkin thanked everyone for the discussion, noting that this would come back to the Board at a future meeting.

<u>Item #6: Update and Discussion regarding Business Assistance Grant Program for Job Creation</u>

Ms. Hanig, noting that the Board would be losing its quorum momentarily, summarized saying that the Economic Development Department applied for and received an additional CDBG grant of $100,000 this past August for this program. However, before funds from this second round of funds can be spent, the first round funds ($99,375) must be granted out. To date, the Board has approved three $10,000 grants each to three businesses. Ms. Hanig said that businesses have inquired into this grant program, but many have not followed through with the application. She has learned that there are concerns with the current grant program, i.e.: five-year tracking of the job created, with claw-back provisions if the job ends before the conclusion of that time period; significant amount of paperwork for grantees; need to create a job for a Portland resident; and limit of $10,000 grant available to an individual business.

Ms. Hanig said that the PDC Board, at staff's recommendation, lowered the amount of a maximum grant from $20,000 to $10,000 because, at that time over a year ago, it was anticipated that many more businesses would apply. Since that has not been the case, she suggested that the maximum grant be raised back to the original $20,000 per the original guidelines of the grant itself from CDBG.

The consensus of the Board was to increase the maximum grant back to $20,000 since that may make the program more marketable given constraints noted by Ms. Hanig previously.

There being no further business to come before the Board, the meeting was adjourned at approximately 5:10 p.m.

Respectfully,

Lori Paulette

Portland, Maine   Yes. Life's good here.

Gregory A. Mitchell
Director, Economic Development Department

MEMORANDUM

To: President Jack Lufkin and PDC Board Members
From: Nelle Hanig, Business Programs Manager
Cc: Greg Mitchell, Economic Development Director
Date: October 17, 2013
Re: **Second Draft: Amended Guidelines for Use of Closeout Funds in Brownfields Revolving Loan Fund**

Overview
This memo will review the modifications made in the second draft of guidelines for the City's closeout brownfields funds. Staff is grateful for the input received from PDC board members Barry Sheff and Chip Martin. After board review and discussion of this document, and any final changes, staff is seeking PDC approval of the draft guidelines and recommendation to the City Council for its approval.

Background on Use of Closeout Funds
Just to recap, the U.S. Environmental Protection Agency (EPA) eases some of its rules and regulations for use of closeout funds (retained program income) within a brownfields revolving loan fund. This prompts the need for modified guidelines when using these funds. EPA allows closeout funds to be used for environmental site assessments (paid for directly), as well as through grants and loans to entities for environmental site assessments and remediation/cleanups of brownfields sites. While EPA prefers that these monies primarily be used for loans, the City has the discretion to use them as it sees fit. There had also been a question from the board about use of these funds for removal of oil tanks. They can be used for this purpose. As reported in recent Brownfields memos to the PDC, a portion of the City's brownfields funds are now closed out ($209,000) and the remainder ($294,000) will be closed out in the near future.

As with the first draft, the second draft guidelines are in marked revision format with the base document being the current brownfields guidelines that were approved by the City Council in 2000/2001, when the City initially received brownfields funds from EPA to establish Portland's Brownfields Revolving Loan Fund. The guidelines were since amended twice by the Council, in 2007 to expand the use of brownfields funds city-wide and in 2008 to address requests by borrowers for changes to loan terms.

Second Draft Changes
Based on feedback from the PDC board at its last meeting and discussions with Greg Mitchell, Barry Sheff and Chip Martin, some modifications were made. (My apologies that I

was unable to convince my computer to show the second round changes in a different color.) In addition to a number of minor changes to words and phrases to better define points or enhance clarity, the few major content changes focus on policy issues:

- in what form the funds can be provided (grants and/or loans);
- to whom they can be provided (public, non-profit and private entities); and,
- for what purpose (Phase I site assessments, Phase II site assessments and remediation/cleanups).

The first draft allowed for funding of Phase I as well as Phase II site assessments for non-profit and privately-owned properties, not just for publicly owned properties, and potentially through grant-type funding rather than loans. It allowed for subgrants to non-profits, not just to public agencies, for remediation/cleanup.

These are modified in the second draft as stated in Section 3, Program Description, second sentence (noted in bold below):

> 3. Program Description
>
> This program is designed to encourage the environmental assessment and remediation/ cleanup of eligible sites and activities associated with removing, mitigating, or preventing the release, or threat of a release, of a hazardous substance, pollutant, or contaminant from Brownfields sites. **This will be achieved through funding Phase I and II environmental site assessments on publicly-owned properties, Phase II environmental site assessments and remediation/cleanups through loans to for-profit entities and non-profit organizations for properties owned by such entities, and subgrants and loans to public agencies for remediation/cleanup on publicly-owned properties.**

Recommendation
Approval of second draft Amendments to Portland Brownfields Cleanup Revolving Loan Fund, Using Closeout Brownfields Funds, for recommendation to City Council.

Attachments
- Second Draft – Amendments to Portland Brownfields Cleanup Revolving Loan Fund Using Closeout Brownfields Funds
- September 12, 2013 Memo to PDC
- August 9, 2013 Memo to PDC
- Closeout Agreement with EPA dated July 2, 2013

SECOND DRAFT

AMENDMENTS TO

PORTLAND BROWNFIELDS CLEANUP REVOLVING LOAN FUND

Using Closeout Brownfields Funds

Amended to be applicable City-wide and passed by the City Council on 7/16/07.

Amended by Corporator at 11-17-08 Meeting adding an amendment for Requests for Amendment to Loan Terms.

Whereas, pursuant to a Closeout Agreement between U.S.EPA and the City executed July 2, 2013 and other agreements, the City is now allowed to make changes to the guidelines for the existing Brownfields Cleanup Revolving Loan Fund, in part because the available funds are now considered "retained program income", the guidelines for that Fund are hereby revised as follows in red-line:

1. Program Goals

(a) To finance the removal of ~~CERCLA~~ hazardous substances from Brownfields sites within the City of Portland.
(b) To support ~~demonstrate the feasibility of establishing~~ a sustainable revolving loan fund program to finance the assessment and remediation/cleanup of Brownfields properties, thereby making these properties available for redevelopment and contributing to the revitalization of the community, creation of jobs, improving the environment, and eliminating the public health risks associated with these sites.
(c) To assist the assessment and remediation/cleanup and redevelopment of Brownfields sites within the City of Portland.

2. Program Objectives

(a) To create an incentive for private investment in ~~the~~ Brownfields areas in ~~of~~ the City of Portland;
(b) To assess and safely clean up Brownfields properties in order to facilitate their sustainable use;
(c) To foster development and implementation of financial and administrative approaches that can support self-sustaining efforts to facilitate Brownfields cleanup efforts; and
(d) To prevent the creation or spread of contamination on or between properties to protect the public health by minimizing exposure to ~~toxic~~ hazardous materials in the environment.

3. Program Description

This program is designed to encourage the environmental assessment and remediation/ cleanup of eligible sites and activities associated with removing, mitigating, or preventing the release, or threat of a release, of a hazardous substance, pollutant, or contaminant from Brownfields sites. This will be achieved through funding Phase I and II environmental site assessments on publicly-owned properties, Phase II environmental site assessments and remediation/cleanups through loans to for-profit entities and non-profit organizations for properties owned by such entities, and subgrants and loans to public agencies for remediation/cleanup on publicly-owned properties.

All work under this Program is to be completed in accordance with the requirements outlined in the Closeout Agreement between the EPA and the City executed July 2, 2013.

4. Program Funding ~~Budget~~

The funding for the Portland Brownfields Cleanup Revolving Loan Fund is provided by the U.S. Department of Environmental Protection and authorized by the City Council.

5. Eligible Project Applicants/Entities and Threshold Requirements:

(a) The property to be assisted is located within the City of Portland.
(b) The project applicant or owner must owe no outstanding property taxes, fees, judgments, or liens to the City;
(c) The project applicant or owner is not considered potentially responsible for the ~~a generator or transporter of~~ contamination on the property ~~to the site~~;
(d) The project applicant or owner is not currently suspended, debarred or otherwise ineligible to participate in Federal financial assistance programs; ~~and~~
(e) The project applicant or owner is not in environmental non-compliance with Federal or State agencies at the subject property.
(f) The project applicant can be a municipality, not-for-profit or private property owner or prospective commercial property owner, bank, developer, etc.
~~(e)~~(g) Funds can be used for Phase I and Phase II environmental site assessments on publicly-owned property, and for Phase II environmental site assessments and remediation/cleanup on public, non-profit, and privately-owned property.

~~6~~. ~~Eligible Applicants/Entities~~

~~(a) Publicly owned, either directly by a municipality or indirectly through a quasi- public entity such as a community development corporation; or~~

~~(b) Privatelyowned by current or prospective commercial property owners, banks, developers etc.~~

6~~7~~. Eligible Activities

Assessment and remediation/c~~C~~leanup activities ~~actions~~ associated with removing, mitigating, or preventing the release or threat of a hazardous substance, pollutant or contaminant including:

~~(a)~~ Installation of f~~F~~ences, warning signs or other security or site control precautions;
~~(b)~~ (b) Drainage controls associated with assessment and remediation/cleanup activities;
(c) Stabilization of berms, dikes or impoundments or drainage or closing lagoons;
(d) Capping of contaminated soils;
(e) Using chemicals and other materials to retard the spread of the release or mitigate its effects;
(h) Excavation, consolidation, or removal of ~~highly~~ contaminated soils from the site;
~~(f)~~(i) Abatement of hazardous building materials including asbestos, lead paint, mold and PCBs;
(h~~g~~) Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants or contaminants;
(i~~h~~) Consolidation, c~~C~~ontainment, treatment, recycling, disposal, and/or incineration of hazardous materials, pollutants or contaminants;

(i) Provision of alternative water supply where necessary immediately to reduce exposure to contaminated household water;
(j) Site monitoring activities, including sampling and analysis, that are necessary during the cleanup process, including determination of effectiveness of a cleanup; and
(k) Costs associated with meeting public participation, worker health and safety, and interagency coordination requirements~~.~~;
(l) Phase I Environmental site assessments performed in accordance with EPA All Appropriate Inquiries Final Rule or most current version of ASTM E1527;
(m) Phase II Environmental site assessments and remediation planning activities;
(n) Programmatic costs for the City and its Qualified Environmental Professional (QEP) to manage and oversee the work being performed under this Program.

7~~8~~. Ineligible Activities

(~~a~~) ~~Pre-cleanup environmental response activities, such as site assessment, identification, and characterization;~~

(~~b~~) ~~Cleanup of a naturally occurring substance, products that are part of the structure of and result in exposure within residential building or business or community structures (e.g. interior lead-based paint contamination or asbestos which results in indoor exposure), or public or private drinking water supplies that have deteriorated through ordinary use except as determined on a site-by-site basis and approved by the U.S. EPA Headquarters, consistent with CERCLA 104(1)(3) and (4);~~

(~~c~~) ~~Monitoring and data collection necessary to apply for, or comply with environmental permits under other Federal and state laws, unless such a permit is required as a component of the cleanup action; and~~

~~(d~~) Development activities that are not necessary to implement assessment or remediation activities ~~removal actions~~ (e.g. construction of a new facility or marketing of property).

8~~9~~. **Financing Terms:**

The following terms will guide the actions of the ~~Downtown~~ Portland Development Corporation (PDC) on behalf of the City of Portland:

(a) Loan amount will be limited to the balance of the loan fund but generally not exceed $200,000; SEE CHIPS COMMENTS TO BARRY

(b) Maximum loan term will generally be 5 years but will be determined by the PDC;

~~(c)~~ (c) Interest rate will be determined by the ~~Downtown~~ PD~~ortland~~ C~~orporation~~;

~~(d)~~ (d) Brownfields site itself, business assets or other real property, outside collateral, and/or personal guaranties may be required as security;

~~(e)~~ (e) Origination ~~Application~~ fee ~~structure~~ will generally be one percent (1%) but will ~~shall~~ be determined by the ~~Downtown~~ P~~ortland~~ DC~~orporation.~~

9 ~~10~~. Requests for Amendment to Loan Terms:

A one (1) percent fee will be applied to~~for~~ requests for amendments to loan terms, for consulting, ~~as well as costs for~~ legal ~~fees~~ and recording fees associated with preparing any additional loan documents/modifications. The one (1) percent fee will be based on the current loan balance at the time of the request. ~~This one percent fee will be applied to those loan amendments which require the Commercial Loan Officer to bring the request to the DPC Board of Directors based on substantive changes.~~

The City's Economic Development Director ~~Commercial Loan Officer~~ has the discretion to determine whether requested loan amendments should be brought to the PDC ~~Board~~ or ~~done~~ addressed administratively~~.~~, with follow-up communication to the Board. ~~If done administratively, the Commercial Loan~~

~~Officer will confer with the Economic Development Division Director and the fee will then be determined based on hourly rates of pay, as well as recording fees and legal hourly fees.~~

<u>10</u> ~~11~~. Underwriting Criteria:

Project review will include, but not be limited to~~,~~

the <u>necessity of Brownfields</u> ~~following factors:~~

~~(a) Location in a Brownfields site within the City of Portland;~~
~~(b) Necessity of loan~~ funds <u>from this Program</u> to
make the project economically feasible and at the same time has a high potential for economic success<u>.</u>

<u>11</u> ~~12~~. Application Review Criteria

The ~~Downtown~~ <u>City of Portland's Economic Development Department (EDD)</u> ~~Portland Corporation, with input and recommendations made by both the Maine Department of Environmental Protection and the City's Planning and Urban Development Department,~~ will review project proposals to determine eligibility and <u>work</u> ~~negotiate~~ with applicant(s) to determine the <u>viability of the project and the</u> least amount of public resources necessary to make the project(s) feasible.

~~The loan approval process shall be carried out efficiently and pragmatically to insure loans are approved in a timely manner,~~ <u>Remediation/</u>cleanup plans <u>should be</u> ~~are~~ implemented <u>efficiently</u> and redevelopment projects ~~are~~ completed on schedule to maximize the community benefit goals of the projects. The actions to be taken ~~are~~ <u>include the following</u>~~:~~

~~(a) The Maine Department of Environmental Protection reviews the environmental assessments and cleanup plan summary. If the Borrower, site and preliminary project costs are eligible under the plan, then the Maine Department of Environmental Protection prepares an Approval memo signed by both themselves and the Planning and Urban Development Department authorizing the Borrower to prepare a draft Engineering Evaluation Cost Analysis (EE/CA). The Planning and Urban Development Department will then prepare a Community Relations Plan (CRP) and the Downtown Portland Corporation will proceed with the review and analyze of the financial components of the loan application;~~
<u>(a) Applicants seeking funds for remediation/cleanup are required to submit the site to the Maine Voluntary Response Action Program (VRAP);</u>
<u>(b) The Brownfields funding application will be submitted to the City of Portland EDD, along with Environmental Site Assessments I and II, and evidence of VRAP submittal to the Maine Department of Environmental Protection (MDEP);</u>
~~(b)~~<u>(c) The EDD, with its QEP, will determine if the Applicant, site and preliminary project costs are eligible for Brownfields funding</u>;
<u>(d) If Applicant, site and project costs are determined to be eligible, the</u>

EDD will have its underwriter prepare an analysis of the financial components of the application along with recommended terms and conditions for the PDC's review and consideration;

~~(c)~~ (e) Project will be publicly noticed in the newspaper and notice will be provided to the appropriate neighborhood organization;

(f)When so advised by City Corporation Counsel, the PDC chair will accept public comment on the project at the PDC meeting prior to its vote on whether to approve the funding request;

(g) Based on a favorable analysis of the financial qualifications of the applicant, and the PDC's ~~Downtown Portland Corporation~~ - approval of the loan request, a commitment letter or grant award letter will be provided to the applicant; ~~prepares a loan approval memo~~;

(j) Based on the VRAP, the Applicant should prepare a final budget of cleanup activities, work schedule, Health and Safety Plan and a VRAP Work Plan;

~~(d)~~

~~(e) Based on the loan approval memo, the Downtown Portland Corporation in cooperation with the Maine Department of Environmental Protection establishes the loan terms and conditions;~~

~~(f) The loan approval memo and loan terms and conditions are preliminarily approved by the Downtown Portland Corporation;~~

~~(g) The Downtown Portland Corporation approves the loan subject to a 30-day public comment period on the draft EE/CA and the completion and acceptance of the EE/CA and CRP by the Planning and Urban Development Department;~~

~~(h)~~ (h) The loan documents are prepared (e.g., loan agreement, promissory note, mortgage agreement ~~and other credit enhancement agreements~~). ~~;~~

~~(i) The Maine Department of Environmental Protection and the EPA (at their discretion) review the draft EE/CA;~~
~~(j) The EPA Community Relations Coordinator approves the CRP and the Planning and Urban Development Department implements the CRP which includes a 30-day public comment period on the draft EE/CA;~~
~~(k) Based on the CRP, a final draft of the EE/CA is prepared by the Borrower, and the Maine Department of Environment Protection prepares a Response Summary of public comments and issues an RLF Decision Document noting the cleanup alternative chosen;~~
~~(l) Based on the RLF Decision Memo, the Borrower prepares a Scope of Work for the cleanup activities, including a budget and work schedule, a Health and Safety Plan, and a Quality Assurance Project Plan; and~~
~~(m) The loan agreement, promissory note, mortgage agreement, and other credit enhancement agreements are signed. Any loan fees are paid.~~

The ~~City will request the~~ following is a checklist of information needed from Applicants: ~~to make this determination~~:

Applicant Information

(a) Applicant Overview: name, location, principal owners/stockholders, type of business and products or services, date established;
(b) Financial Overview: historical financial statements for the past three years, most recent quarter and copies of appropriate IRS Tax Returns;
(c) Management Overview: resumes of principals; and
(d) Credit References: financial institutions and other creditors.

Site Related Conditions

(a) Environmental assessments (Phase I and II) in accordance with American Society for Testing and Materials (ASTM) Standards; CONFIDENTIALITY QUESTION – LARRY (Do We Need it RIP
(b) ~~Information regarding the~~ S~~s~~tatus of the borrower as a potentially responsible party at the site;
(c) ~~Information on~~ E~~e~~nvironmental compliance history;
(d) ~~Provide information on~~ W~~w~~hether ~~or not~~ the Applicant is currently or ever has been subject to any penalties resulting from environmental non-compliance at the site;
(e) ~~Provide information on~~ W~~w~~hether ~~or not~~ the Applicant is a generator or transporter of contamination at the site; and
(f) ~~Provide~~ I~~information on~~W~~w~~hether ~~or not~~ the Applicant falls under a statutory exemption from liability; or that the EPA could use its enforcement discretion and not pursue the party as a responsible party under CERCLA if the Applicant is currently the owner/operator of the site.

Remediation/Cleanup Plan

Remediation/Cleanup Plan Summary: Remediation/C~~c~~leanup plan including a technical description of work to be done and costs estimates.

Redevelopment Plan

(a) Financing Project: a description of the cleanup project and the reuse plan;
(b) Business Plan: a description of the business goals, strategies and action plans; and
(c) Financial Plan: pro-forma financial statements which demonstrates the economic viability of the project and identifies the sources of repayment for the loan.

Community Benefits

Employment Impact: number of current and new jobs, wage levels and job training anticipated to be generated from the cleanup and redevelopment of the site;~~.~~

Investment Impact: Serves as an incentive for investment in the City ~~Brownfields areas;~~.

Housing~~-~~Units: Available for the creation of Housing u~~U~~nits located in the City ~~Brownfields areas;~~.

Any Other Community Benefits.~~:~~

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To: President Jack Lufkin and PDC Board Members
From: Nelle Hanig, Business Programs Manager
Cc: Greg Mitchell, Economic Development Director
Date: September 12, 2013
Re: Draft Guidelines for Closed Out Funds in Brownfields Revolving Loan Fund (RLF)

Overview

This memo provides an update on draft guidelines for use of closed out Brownfields funds. Staff is seeking Board feedback on the revisions to date. These guidelines remain a work in progress as greater clarity is being sought from the U.S. Environmental Protection Agency (EPA) on criteria for use of closed out funds for a) environmental site assessments, and b) grants for site cleanup. The use of these funds for loans is understood. As reported in the August 9th memo to the PDC, a portion of the City's brownfields funds are now closed out ($209,000) and the remainder ($294,000) will be closed out in the near future.

Draft Modified Guidelines for Closed Out Funds

EPA eases some of its rules and regulations for use of closed out funds (retained program income) within a brownfields revolving loan fund. Such funds can be used for site assessments and for grants as well as loans for cleaning up brownfields sites. Further, the process for loans and grants is less complex. These conditions prompt the need for modified guidelines when using closed out funds.

For the PDC's review, the draft guidelines are in marked revision format with the base document being the current brownfields guidelines that were approved by the City Council in 2000/2001, when the City initially received brownfields funds from EPA to establish Portland's Brownfields RLF. The guidelines were since amended twice by the Council, in 2007 to expand the use of brownfields funds city-wide and in 2008 to address requests by borrowers for changes to loan terms.

The current modifications fall into the following categories:

- General changes in EPA rules for all brownfields funds since Portland's original brownfields guidelines were established;
- Removal of specific EPA requirements that become obsolete when using closed out brownfields funds;
- Additional use of funds for environmental site assessments (both Phase I and Phase II), programmatic costs to manage and oversee work being performed, and cleanup subgrants to non-profit organizations and public agencies;
- Streamlining some of the text in Portland's original brownfields guidelines.

Attachments
August 9, 2013 Memo to PDC
Draft Guidelines for Closed Out Brownfields Funds
Closeout Agreement with EPA dated July 2, 2013

Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To: President Jack Lufkin and PDC Board Members
From: Nelle Hanig, Business Programs Manager
Cc: Greg Mitchell, Economic Development Director
Date: August 9, 2013
Re: Update and Information on the Portland Brownfields Cleanup Revolving Loan Fund (RLF)

Purpose

This memo is intended to provide information to the PDC on the status of the Portland Brownfields Cleanup Revolving Loan Fund (RLF) and on next steps for the use of these funds for cleaning up contaminated sites in Portland.

Background on Portland's Brownfields Funds

The U.S. Environmental Protection Agency (EPA) granted the City of Portland a total of $855,000 to capitalize a Brownfields Revolving Loan Fund (RLF), $500,000 in 1999 and another $355,000 in 2006. The City lent out a total of $497,000 for three Brownfields cleanup projects, each of which was paid back. Another $29,647 was spent on other eligible programmatic costs. The original loan amounts and their purposes are as follows:
:

- $150,000 – Chestnut Street Extension
- $138,000 – Parking Lot, 161 Marginal Way
- $209,000 – Chestnut Street Lofts

A total of $328,352 had remained unexpended for grants or loans and went back to EPA.

Current Status of Brownfields Fund

At this time, the Portland Brownfields RLF contains approximately $503,000, all funds that have been used for prior cleanup activities. Before re-using these funds for brownfields projects, a closeout agreement from EPA is required, that specifies terms and conditions for their continued use.

On July 2, 2013 the EPA executed a Closeout Agreement (attached) with the City for $209,000 of its brownfields funds. This agreement allows the City to retain these closed-out funds as program income and use them for eligible brownfields cleanup as well as assessment activities. Closed-out funds carry with them fewer EPA requirements, terms and conditions, allowing for a more streamlined process for their use. The remaining $294,000 of City brownfields funds cannot be used until an executed closeout agreement is in place for them. Staff is working with EPA to advance a decision as soon as possible on a second closeout agreement.

Next Steps

At the September meeting, staff will provide, in marked revision format, modified Brownfields Fund Guidelines for Closed-Out Funds. The PDC will be asked to review and recommend the modified guidelines to the City Council for its approval. Policy issues will be highlighted for discussion, while other aspects of the guidelines will be required by EPA.

Attachment
Closeout Agreement Between U.S. EPA and City of Portland

CLOSEOUT AGREEMENT BETWEEN UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 1 AND THE CITY OF PORTLAND MAINE CONCERNING CLOSEOUT OF ASSISTANCE AGREEMENT BF-97145801

I. Introduction

This agreement presents the closeout procedures for EPA Brownfields Revolving Loan Fund (RLF) assistance agreement number: BF-97145801 awarded under CERCLA 104(k), and sets forth the terms and conditions for continued management and use of program income that is generated post-closeout. This closeout agreement has been prepared in accordance with the provisions of 40 C.F.R. Part 31.

As of the effective date of this signed Closeout Agreement, EPA acknowledges that the City of Portland has met the substantive requirements of this RLF assistance agreement, and the City of Portland agrees to take over the management of all post-closeout program income, and use and track those funds in accordance with the requirements of this Closeout Agreement.

II. Required Assistance Agreement Closeout Documents and Reports

Within 90 days after the completion date of assistance agreement number BF-97145801, the following documents and reports must be provided to EPA:

1. Final Federal Financial Report (SF-425)

2. Final Lobby and Litigation Certificate (EPA Form 5700-53)

3. Final Minor-Owned Business Enterprise/Women-Owned Business Enterprise Report (EPA Form 5700-52A)

4. Final Report, including:

    a. A cover page including: the grant recipient's organization, the annual report number (i.e., 1, 2, or 3), the dates of the reporting period, the person/organization preparing the report, and the date of submission.

    b. A summary of all loans and/or subgrants made during the performance period of the assistance agreement, and the status of each as of the effective date of this closeout agreement.

    c. All cleanup reports and cleanup complete documentation that were completed as of the effective date of this closeout agreement. Also provide a list of all reports and documentation still pending as of the effective date of this closeout agreement.

    d. A final budget summary table for the grant

    e. A list of all relevant Property Profile Forms that have been updated in ACRES

III. Program Income

1. Accrued program income (in the form of loan principle repayments, interest payments, and program fees) remaining as of the effective date of the final Federal Financial Report will be retained by the city in accordance with the Agency exception of 40 C.F.R. 31.50(d)(2).

2. All current and future program income accrued after the effective date of the final Federal Financial Report shall be considered "retained program income". All retained program income must be managed separately, so it may easily be tracked, and shall be made available for continued operation of a Revolving Loan Fund for Brownfields cleanups and/or other Brownfields activities (as specified in Section III.5 below).

3. Brownfields cleanups or assessments financed with retained program income must be consistent with Brownfields eligibility provisions and site eligibility limitations contained in the terms and conditions of the original assistance agreement BF-97145801.

4. As provided in 40 C.F.R. 31.25(h), all other federal requirements do not apply to the activities funded with the retained program income.

5. EPA encourages that the primary use of retained program income be for providing loans for Brownfields cleanups. In addition to Brownfields cleanup loans, retained program income may also be used to fund the following Brownfields activities:

   a. Cleanup Subgrant agreements,

   b. Phase I Environmental Site Assessments performed in accordance with EPA All Appropriate Inquiries Final Rule or ASTM E1527-05 (or the most current version),

   c. Phase II Environmental Site Assessments and cleanup planning activities, and

   d. Programmatic costs to manage and oversee the work being performed.

6. All assessment and cleanup work funded with retained program income must continue to be performed in accordance with state environmental rules and regulations, and all cleanup sites must be enrolled in the appropriate state voluntary cleanup program.

7. Retained program income shall not be used for site inventory work and meeting cost share requirements for federal and state grants.

IV. Continued Post-Closeout Reporting Requirements

1. Annual Reports shall be required for the first 5 years following the effective date of this closeout agreement. The annual report shall include the following information:

   a. A cover page including: the grant recipient's organization, grant number, the annual report number (i.e., 1, 2 or 3), the dates for the reporting period, the persons/organizations preparing and submitting the report, and the date of the report submission.

b. A summary of the activities conducted during the reporting period, a list of reports and documents generated during the reporting period, and a budget summary table reflecting the expenses incurred and program income received.

c. Site data consistent with information requested in current Property Profile Forms or a list of sites created and/or updated in the ACRES database.

V. Continuing Records Retention Requirements

The grant recipient must maintain adequate accounting records for how retained program income is managed and spent as well as all other appropriate records and documents related to the activities conducted using retained program income.

All records and documents must be retained for a period of three (3) years following termination of this closeout agreement per Section VI below.

VI. Termination of this Agreement

Termination of this closeout agreement occurs when all retained program income has been expended. The grant recipient shall notify the Agency in writing when this occurs and certify that all funds have been expended in accordance with the terms and conditions of this closeout agreement. The notification should provide the relevant grant information specified in Section IV item 1.a of this agreement. The Agency has 90-days from receipt of this notification to submit any objections to the termination of this closeout agreement. If the Agency does not object within that time period, then this closeout agreement will terminate with no further action.

VII. Modifications

This closeout agreement can only be modified in writing by agreement of the EPA and the grant recipient. Oral or unilateral modifications shall not be effective or binding.

VIII. Enforcement of this Agreement

If the grant recipient expends retained program income in a manner inconsistent with this Closeout Agreement, then the Agency may take actions authorized under 40 C.F.R. Section 31.43.

IX. Severability

If any provisions of this Closeout Agreement are invalidated by a court of law, the parties shall remain bound to comply with the provisions of this Closeout Agreement that have not been invalidated.

X. Points of Contact

1. The point of contact at the City of Portland for all items in this Closeout Agreement shall be:

   Richard Knowland
   Senior Planner
   City of Protland
   389 Congress Street
   Portland, ME 04101
   207-874-8725
   RWK@portlandmaine.gov

2. The point of contact at EPA for all items in this Closeout Agreement shall be:

   Alan Peterson
   Brownfields Project Officer
   Office of Site Remediation & Restoration
   US Environmental Protection Agency, Region 1
   5 Post Office Square, Suite 100
   Mail Code OSRR07-2
   Boston, MA 02109-3912
   617-918-1022
   peterson.alan@epa.gov

XI. Signatures

This Closeout Agreement becomes effective on the date of the signature of the U.S. EPA award approval official.

On behalf of the City of Portland:

_______________________________ Date: 12/19/12

Mark Rees
City Manager
City of Portland
389 Congress Street
Portland, ME 04101

____
Finance Director
City of Portland, Maine

On behalf of EPA:

_______________________________ Date: 07/02/13

James T. Owens
Director, Office of Site Remediation and Restoration
US Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code OSRR07-5
Boston, MA 02109-3912

CLOSEOUT AGREEMENT BETWEEN UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 1 AND THE CITY OF PORTLAND MAINE CONCERNING CLOSEOUT OF ASSISTANCE AGREEMENT BF-97145801

Attachment A

1. Background
   a. On September 15, 1999, EPA awarded assistance agreement BL-98110701 under CERCLA Section 104(d) to the City of Portland for $500,000 with a project completion date of September 30, 2004.
   b. The purpose of assistance agreement BL-98110701 was to capitalize a brownfields revolving loan fund. Monies in this assistance agreement were available as loans and subgrants to eligible recipients for cleanup work on brownfields sites.
   c. On October 14, 2004, assistance agreement BL-98110701 was amended to extend the project period to September 30, 2005 (Amendment 1).
   d. On October 19, 2005, assistance agreement BL-98110701 was amended to extend the project period to September 30, 2006 (Amendment 2).
   e. On August 1, 2006, assistance agreement BL-98110701 was transitioned under CERCLA Section 104(k) to assistance agreement BF-97145801 in the amount of $182,352.00 (the available amount remaining on BL-98110701 at the time of transition) with a project completion date of January 31, 2011. The ability to transition RLF assistance agreements is set forth in CERCLA Section 104(k)(3)(D).
   f. On September 20, 2006, assistance agreement BF-97145801 was amended to add $355,000 in supplemental funding (Amendment 1).
   g. EPA and the City of Portland agree to memorialize the terms of their Closeout Agreement on how the City of Portland will use the retained program income after closeout of assistance agreement BF-97145801.

2. Representations of the City of Portland
   a. EPA Funds. As of the date of this Closeout Agreement,
      i. $855,000.00 has been awarded to capitalize a brownfields revolving loan fund.
      ii. $497,000.00 has expended on 3 loan(s) to qualified borrower(s) for:
         1. $150,000.00 – Chestnut Street Extension (under BL-98110701).
         2. $138,000.00 – Parking Lot, 161 Marginal Way (under BL-98110701).
         3. $209,000.00 – Chestnut Steet Lofts (under BF-97145801)
      iii. $29,647.44 has been expended on other eligible programmatic costs.
      iv. $328,352.56 remains unexpended and was de-obligated from the assistance agreement.
   b. Program Income. As of the date of this Closeout Agreement,
      i. $209,000.00 in program income has been generated from loans made with the funds from this assistance agreement.
      ii. $0.00 in program income has been expended on loans to a qualified borrower and on other eligible costs.
      iii. On September 28, 2011, EPA's Office of Grants and Debarment approved an exception to grant regulation 40 CFR 31.50(d)(2) allowing the City of Portland to retain the program income accrued under assistance agreement BF-97145801 for

use on eligible brownfields cleanup and assessment activities agreed upon in this negotiated Closeout Agreement.

Portland Development Corporation
Operating Report FY14
For Month Ending
9/30/2013

Operating transfer from EDF	**28,522**

Total Funds Available	**28,522**

		Current	Year to	Percent	
FY14 Expenditures	**Budget**	**Month**	**Date**	**of Budget**	**Balance**
Administrative Services	575	0	0	0.0%	575
Postage	300	0	0	0.0%	300
Travel, Training, Meetings	3,000	0	0	0.0%	3,000
Contractual services	11,400	0	0	0.0%	11,400
Operating Transfer to Fin.	9,647	0	0	0.0%	9,647
Advertising	2,000	0	0	0.0%	2,000
Auto Expense Reimb.	100	0	0	0.0%	100
Printing & Binding	650	232	232	35.8%	418
Office Supplies	850	132	132	15.5%	718
Total FY14 Expenditures	**28,522**	**364**	**364**	**1.3%**	**28,158**

Expenditures:

Printing and Binding	Printer cartridges; photocopier charges
Office Supplies	Various.

Downtown Portland Corporation
Schedule of Loans Receivable
For the Month Ending September 30, 2013

Cust #	Ln #	Account No. & Name	Date of Loan	Maturity Date	----Committed/Disbursed Funds----- Original Loan	Not Yet Disb.	Total Disb.	Outstanding Princ. Bal.
		Portland Business Fund 271 (UDAG):						
5706	1319	Rising Tide Brewing Company	4/18/2012	4/1/2019	115,111	0	115,111	102,629
		Sub-Total PBF (UDAG)						**102,629**
		Portland Business Fund 272 (Restricted - CIP):						
3826	1007	Kennebec St. Properties	04/25/06	9/1/2013	67,500	0	67,500	53,185
4349	1078	Mayflower Pottery	2/25/2008	7/1/2015	25,000	0	25,000	7,361
4500	1127	Tomaks, LLC	3/27/2008	3/1/2014	75,000	0	75,000	65,351
4698	1167	Bangkok Thai	11/13/2009	1/1/2014	35,000	0	35,000	2,633
5496	1288	Museum of African Culture	10/3/2011	10/1/2016	15,500	0	15,500	13,995
3763	955	Eastman Industries	4/19/2012	4/6/2017	34,800	0	34,800	33,579
		Sub-Total PBF (Bonds)						**176,104**
		Portland Micro Capital Fund 271 (Unrestricted):						
3995	1000	Happy Tails, Inc.	11/1/2006	10/1/2013	25,000	0	25,000	1,025
4740	1180	PBJ Empire, LLC	2/24/2010	3/31/2015	7,500	0	7,500	3,994
4760	1185	DSM, LLC	4/7/2010	5/1/2013	18,500	0	18,500	6,517
5147	1244	Gorgeous Gelato LLC	11/19/2010	12/1/2014	25,000	0	25,000	8,624
5320	1263	Dobra Tea	4/8/2011	4/1/2016	15,000	0	15,000	7,718
5708	1320	Veranda Asian Market LLC	4/19/2012	4/1/2017	50,000	0	50,000	42,936
5837	1341	Back Bay Skate	9/10/2012	9/1/2017	12,500	0	12,500	10,277
6113	1379	EcoHome Studio, LLC	4/11/2013	4/1/2018	15,000	0	15,000	13,843
6120	1380	Portland Trading Co. LLC	4/26/2013	8/1/2018	15,000	0	15,000	14,706
6133	1381	Maine Bio-Fuels, Inc.	5/24/2013	6/1/2018	25,000	0	25,000	23,409
6180	1382	Undefeated Enterprises, Inc.	6/27/2013	7/1/2018	25,000	0	25,000	25,000
		Sub-Total Micro Capital Fund						**158,049**
		Creative Economy Fund 271 (Unrestricted):						
5615	1308	Studio Management Corp.	1/20/2012	2/1/2017	26,000	0	26,000	20,018
		Sub-Total Creative Economy Fund						**20,018**
		FAME Fund 277:						
3763	956	Eastman Industries	4/19/2012	4/6/2017	34,800	0	34,800	33,579
5862	1351	Peaks Island Fuel	10/1/2012	10/1/2017	61,000	0	61,000	58,217
		Sub-Total FAME Fund						**91,797**
		FAME SSBCI 279:						
5836	1340	251 Woodford Street LLC	8/31/2012	9/1/2017	165,000	0	165,000	160,244
5939	1356	Apothecary By Design LLC	11/8/2012	11/1/2017	200,000	0	200,000	184,147
5748	1327	Fermentation & Distillation	4/25/2012	10/1/2017	165,000	0	165,000	144,604
6199	1390	Inn at Diamond Cove LLC	7/10/2013	7/1/2018	200,000	0	200,000	198,645
		Sub-Total FAME SSBCI						**687,640**
		Real Estate Investment Fund 271(Unrestricted):						
6104	1378	McCuda, LLC	4/19/2013	4/1/2018	200,000	0	200,000	196,891
		Sub-Total RE Invest						**196,891**
		Grand Total Loans					**1,653,211**	**1,433,127**
		Allowance for uncollectable loans at 15%						214,969
		Total with Allowance for uncollectable loans:						**1,218,158**

CITY OF PORTLAND, MAINE
PORTLAND DEVELOPMENT CORPORATION
DELINQUENCY REPORT
MONTH ENDING SEPTEMBER 30, 2013

Loan	Payment Past Due	# of Payments	# of Days Past Due*	Outstanding Principal Balance	# of Times Past Due In Last 12 Reports (excluding present mo.)
Back Bay Skate	$239	1	17	$10,277	2
Fermentation & Distillation	$3,152	1	30	$144,604	0
Happy Tails, Inc.	$1,025	3	212	$1,025	12
Inn at Diamond Cove	$1,320	1	17	$198,645	1
Kennebec Street Properties	$505	1	18	$53,191	4
Museum of African Culture	$109	1	30	$13,995	10
PBJ Empire LLC	$1,468	10	304	$3,994	12
Studio Management Corp.	$987	2	61	$19,682	12
Undeafeated Enterprises (Mitheap)	$955	2	61	$25,000	1
Veranda Asian Market	$995	1	27	$42,936	11
TOTALS:	**$10,755**			**$513,349**	

*Reflects number of days after 1st of month due date. Also, this report lists only loans that have not paid before the 15th of each month.

Portland Development Corporation
Cash Management Report
For Month Ending September 30, 2013

	CIP	UDAG		FAME	FAME	Brown-		Year-to-Date				Business Assistance Grant Prgrm for Job Creation
		271			SSBCI	field		Principal/Interest				
	272	(Unrestricted)		277	279	278						
	(Restricted)	Loans/PDAP	PEDP Bal			(PET)	TOTAL	Restricted	Unrestricted	FAME	SSBCI	
Beginning Cash Bal. August 1, 2013	523,482	888,489	250,000	283,881	67,848	502,756	2,266,456					100,000
Plus:												
Principal payments received	1,647	4,032		601	2,146			6,162	19,163	1,978	11,770	
Interest payments received	1,063	2,070		344	2,519			2,802	7,159	1,357	7,780	
Interest Income					20						66	
Other												
Sub-Total Cash Available	526,192	894,591		284,826	72,533	502,756	2,280,898	8,964	26,322	3,335	19,616	
Less:												
Year-End Adjustments												
Disbursements - Loans/PDAP Grants												
PEDPIP Grant Committed*			-187,585									
Sub-Total Cash Available 8/31/13:	526,192	894,591	62,415	284,826	72,533	502,756						
Less Reserves for:												
Beautification Program (EC0301)		(72,000)										
Ptld ED Plan Imple. Fund (EC1201)*		(162,036)										
Portland Dev. Action Grant (EC0302)**		(64,731)										
Transfers not yet recorded (UDAG Int)		(7,159)										
Grants/Loans Approved/Not Disb.												-30,000
Annual Admin Payment to FAME												
Reserve for Administration												-14,375
Total Ending Loan/Grant Cash Bal. 8/31/13:	526,192	588,665		284,826	72,533	502,756	1,974,972					55,625

*250,000 for Fund less paid to date of $87,964 =$162,036 Reserved.

**Committed Grant of $20,936 not yet paid; when paid, balance will be $43,796.