

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)



MARK N. DION (5)
APRIL FOURNIER (A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY COUNCIL MEETING - OCTOBER 3, 2022 AT 5:00 PM

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Kate Snyder, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

REMOTE ACCESS INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall. The public may attend the meeting in person, however space in Council Chambers is limited. The public is therefore strongly encouraged to participate remotely via Zoom pursuant to the Remote Meeting Policy adopted by the Portland City Council. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting.

For public comment via Zoom, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

Please click the link below to join the webinar:

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

RECOGNITIONS:

Recognizing Portland International Jetport's receipt of a 2021 Airport Service Quality Award for Best Airport by Size and Region - By Kate Snyder, Mayor

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes - September 19, 2022

PROCLAMATIONS:

Proclamation 6-22/23 Recognizing October 10, 2022 as Indigenous Peoples' Day - Sponsored by Kate Snyder, Mayor

Proclamation 7-22/23 Recognizing October 2022 as Domestic Violence Action Month - Sponsored by Kate Snyder, Mayor

Proclamation 8-22/23 Recognizing September 15 to October 15, 2022 as Hispanic Heritage Month - Sponsored by Kate Snyder, Mayor

CONSENT ITEMS:

Order 74-22/23 Setting The Time for Opening and Closing the Polls on November 8, 2022 RE: General & Municipal Election - Sponsored by Ashley Rand, City Clerk

Pursuant to 21-A M.R.S § 626, the polls shall open at 7:00am and close at 8:00pm on Tuesday, November 8, 2022 for the State General & Municipal Election.

Order 75-22/23 Establishing the Rules Committee - Sponsored by Kate Snyder, Mayor

The Mayor is establishing the Rules Committee to review the City Council Rules of Procedure and determine if any amendments or changes are recommended. This order establishing the Committee, and the communication on this agenda appointing the Committee members, starts the rules review process.

Order 76-22/23 Approving Transfer of Funds under 15 M.R.S. §§5824(3) and 5826(6) Re: Jason Boston - Sponsored by Danielle P. West, Interim City Manager

This order authorizes the City Council to approve the transfer of \$7,838.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Jason Boston.

The money was seized during a drug investigation conducted by the M.D.E.A. in conjunction with the Portland Police Department. The money from this forfeiture order will be deposited into the Portland Police Department's drug investigation account. The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor. The money may also be used to support the department's Law Enforcement Addiction Advocacy Program.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

LICENSES:

Order 77-22/23 Granting Municipal Officers' Approval of KMK Noodle House, dba Old Port Noodle House. Application for Class I FSE with Outdoor Dining on Public Property at 245 Commercial Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 8/31/22. New City and State applications. Location was previously Veranda Noodle House.

Five affirmative votes are required for passage after public comment.

Order 78-22/23 Granting Municipal Officers' Approval of Eighteen Exchange LLC, dba Papi Portland. Application for Class I FSE at 10 Exchange Street - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 9/7/22. New City and State applications. Location was previously LuLuLemon.

Five affirmative votes are required for passage after public comment.

Order 79-22/23 Granting Municipal Officers' Approval of Root Wild LLC, dba Root Wild. Application for Class A Lounge with Outdoor Dining on Private Property and Indoor Entertainment at 135 Washington Avenue - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 9/7/22. New City and State applications. Establishment currently holds Brewery/Winery/Distillery On-Premise Consumption with Private Outdoor Dining and Indoor Entertainment.

Five affirmative votes are required for passage after public comment.

Order 80-22/23 Granting Municipal Officers' Approval of Merveille Company LLC, dba Merveille Restaurant. Application for Class I FSE at 683 Forest Avenue - Sponsored by Danielle P. West, Interim City Manager

Application was filed on 9/9/22. New City and State applications. Location was previously Shawarma & Kebab House.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Communication 11-22/23 Appointing the Members of the Council Rules of Procedure Committee - by Kate Snyder, Mayor

Pursuant to the Portland City Charter, Article II, Section 5(l), the Mayor may appoint members to ad hoc committees and communicate her appointments to the City Council, which may override those appointments by a vote of at least six (6) councilors. By this communication, the Mayor appoints Councilor Dion (Chair), Councilor Ali, and Councilor Zarro to the committee that will consider amendments to the City Council Rules of Procedure.

As a communication this item requires no public comment or formal Council action.

UNFINISHED BUSINESS:

Order 73-22/23 Accepting and Appropriating a \$3,000,000 Grant from the United States Environmental Protection Agency for the City's Brownfield Revolving Loan Program - Sponsored by Danielle P. West, Interim City Manager

This would accept and appropriate \$3,000,000 in U.S. Environmental Protection Agency (EPA) Brownfields Revolving Loan Fund (RLF) grant funds. These grant funds will be used to recapitalize the City's Brownfields RLF, allowing the provision of greater assistance for remediation of both public and privately-owned Brownfields sites in Portland. According to the EPA, "A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."

This item must be read on two separate days. It received its first reading on September 19, 2022. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 81-22/23 Appointing Members to Various Boards & Commissions - Sponsored by the Legislative & Nominating Committee, Councilor April Fournier, Chair

This item would appoint the following individuals to various Boards and Commissions for the terms listed below:

Rufus Brown	Fair Hearing Officer	11/30/2025
Noah Tucker	Pesticide Management Committee	3/31/2025
Gretchen Phoenix	Rental Housing Advisory Committee	3/31/2024
Bob Dunfey	Portland Housing Authority	6/30/2025
Hilary Glaus	Rent Board (District 2)	3/31/2025
Philip Mathieu	Rent Board (District 5)	3/31/2024
Lawson Condrey	CDBG	9/30/2025
Patrick Diamond	CDBG	9/30/2025
Mounir Majid	CDBG	9/30/2025
Claire Swingle	CDBG	9/30/2025
William Elting	Parks Commission	6/30/2025
Donna Gartland	Parks Commission	6/30/2025
Alison Mehlsak	Parks Commission	6/30/2025
John O'Leary	Historic Preservation	11/30/2025
Brad Miller	Historic Preservation	11/30/2025
Robert O'Brien	Historic Preservation	11/30/2025
Jeffrey Talka	Historic Preservation	11/30/2025
Kirstie Archambault	Creative Portland	11/30/2023
Eliza Ginn	Creative Portland	11/30/2025
Matt Schwach	Creative Portland	11/30/2025
Samantha Taube	Creative Portland	11/30/2025
Thomas Loureiro	Zoning Board of Appeals	12/31/2025

Five affirmative votes are required for passage after public comment.

Order 82-22/23 Approving a Central Maine Power Easement Re: EVgo Charging Station at Spring and High Streets - Sponsored by Danielle P. West, Interim City Manager

This item grants Central Maine Power access to City-owned property at the corner of Spring Street and High Street to install infrastructure to power DC fast chargers.

The City's One Climate Future plan calls for widespread adoption of electric vehicles in order to mitigate carbon emissions from transportation. Recognizing that residents and businesses will be reluctant to adopt electric vehicles unless they have accessible charging options, the City Council approved Order 160-21/22 on March 7, 2022, authorizing an agreement between the City and EVgo Services LLC (EVgo) for the deployment of four DC fast chargers and up to forty-four (44) level 2 Electric Vehicle (EV) charging stations on publicly-owned property. EVgo is now prepared to begin installation of their DC fast chargers at one of these locations, the City owned parking lot at the corner of Spring Street and High Street. The existing electrical service is not adequate to power the DC fast chargers proposed by EVgo. The technical design team at EVgo has shared the specifications and power requirements of the DCFC equipment with CMP so they can install an electrical service with the necessary capability. This easement grants CMP access to the property and grants them authority to install the necessary equipment. This will advance the City's efforts to make EV charging infrastructure more widely available to the public.

Five affirmative votes are required for passage after public comment.

Order 83-22/23 Designating the 45 Dougherty Affordable Housing Development District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

During its July 19, 2022 meeting, the Housing & Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation to review and discuss the item. Specifically, the Committee requested that staff negotiate the percentage of value captured that would go back to the developer. The Committee expressed that they were comfortable with staff making a final determination on specifics and were in support of the project as a whole.

45 Dougherty LP (the Szanton Company) is proposing to construct 63 rental units at the property known as 43 & 91 Douglass Street and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project. The project would be called 45 Dougherty.

The project would include 35 one-bedroom, 18 two-bedroom, and 10 three-bedroom apartments. Of the 63 units, 46 would be reserved for households earning at or below 60% AMI (i.e. \$67,000 for a family of four) while the remaining 17 units would be leased at market rate.

45 Dougherty LP (the Szanton Company) is requesting Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 75% of the Tax Increment Revenues in Tax Years 1 through 12, declining by 3.75% annually in Tax Years 13-30 during the term of the Distric of the increased taxable value, currently estimated at a 30-year annual average of \$77,656, with an estimated total of \$2,329,683 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$8,700,000 and estimated annual tax of \$113,013 at the current 22FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$78,224, with an estimated total of \$2,346,732, will be non-captured general fund revenue.

This item must be read on two separate days. This is its first reading.

Order 84-22/23 Approving the 45 Dougherty Street Affordable Housing Credit Enhancement Agreement with 45 Dougherty LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

At its July 19, 2022 meeting, the Housing & Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation to review and discuss the item.

This order is a companion to the above order.

This item must be read on two separate days. This is its first reading.

ADJOURNMENT:

ZOOM INFORMATION:

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PLEDGE OF ALLEGIANCE:

Mayor Snyder led all present in the Pledge of Allegiance.

ROLL CALL:

Mayor Snyder called the meeting to order at 5:05pm.

City Councilors Present: Councilor Fournier, Councilor Rodriguez, Councilor Dion, Councilor Ali, Councilor Zarro, Councilor Trevorro, Councilor Pelletier, Councilor Chong, Mayor Snyder.

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Snyder opened the floor for public comment. The following individuals spoke:

Mayor Snyder, Corporation Counsel, Denise Taddeo (34 Morningstar Lane), Ken Capron (Forest Avenue), Jessica Casese (7 Morningstar Lane), Matt Waters (15 Morningstar Lane), Betsey Sawyer-Manter (44 Morningstar Lane), George Rheault (Hanover Street), Eli Simmons, Councilor Dion, Garrett Chamberlain (Eighty Eight Donuts), Derick Shirley (Board Member of Maine Cannabis Coalition), Logan Abbie (Georges North Shore Food Truck), Michael Christman (Gelato Fiasco Food Truck), Samantha Brown (Maine Children for Cannabis Therapy), Karen Snyder (72 Waterville Street), Joe Radano (La Mega Food Truck), Jordan Ruben (Mr Tuna Food Truck), Bill Webber

Motion to suspend City Council rules and continue receiving public comment after 5:45pm. City Council rules state that public comment is received for 45 minutes.

Moved by Councilor Fournier, seconded by Councilor Ali

Motion passed 8-1 (Councilor Dion -No)

The following individuals spoke after additional time was granted:

Robert Hains (Holm Avenue)
Dylan Gardner (Falafel Mafia Food Truck)
Kevin Nichol (East Bayside)

ANNOUNCEMENTS:

The following individuals made an announcement:

Councilor Dion-Reminder of the Finance Committee Meeting that will be held on Thursday, September 22, 2022. The finance committee will meet to review the audit report of the school finances.

Interim City Manager, Danielle West- Added to Councilor Dion's announcement that the audit report will also include the entire City's financial structure as well.

Mayor Snyder-H&R Block and Nextdoor are highlighting eleven community-nominated projects to uplift neighborhoods. One of the projects selected from around the country is centered around Portland Longfellow Park for the Longfellow lighting project. There will be an event at Longfellow Park this Saturday September 24, 2022, from 5:00pm-8:30pm. This is a free community event and the lighting project will be recognized.

Councilor Ali-Thanked and congratulated the Longfellow lighting project.

Interim City Manager, Danielle West-Followed up on some of the public comment questions: Tax bills will be going out in October. City staff are working with the Morningstar Street developer to make sure the work continues to be done. Please reach out to the City Managers Office if you have any questions. Food trucks- a survey regarding the pilot program will go out October 3rd, to the general public, residents, food truck owners, and boat owners. The deadline to submit the survey is October 14th. In November, staff will be reviewing the survey responses and formulate a plan in the next few months for next year.

RECOGNITIONS:

Recognizing Officer Matt Pavlis and K-9 Messi for their receipt of the United States Police Canine Association's National Detector Case of the Quarter Award - By Kate Snyder, Mayor

Mayor Snyder recognized Officer Matt Pavlis and K-9 Messi for their receipt of the United States Police Canine Association's National Detector Case of the Quarter Award.

SPECIAL MEETING:

Special Meeting of the Corporator of the Portland Fish Pier Authority

Motion to recess the Special City Council meeting and convene the Special Meeting of the Corporator of the Portland Fish Pier Authority.

Moved by Councilor Chong, Second by Councilor Fournier

Motion passed 8-0-1 (Councilor Ali absent)

Order 61-22/23 Amending the Portland Fish Pier Authority Articles of Incorporation - Sponsored by Danielle P. West, Interim City Manager

Bill Needleman (Waterfront Coordinator) gave an overview of the Order

Motion was made by Councilor Chong and seconded by Councilor Rodriquez for passage

Passage 8-0-1 (Councilor Ali absent)

Mayor Snyder opened the floor for public comment. No one spoke.

Special Meeting of the Corporator of the Portland Fish Exchange

Motion to recess the Special Meeting of the Corporator of the Portland Fish Pier Authority and convene the Special Meeting of the Corporator of the Portland Fish Exchange Authority.

Moved by Councilor Chong, Second by Councilor Ali

Motion passed 9-0

Order 62-22/23 Amending the Portland Fish Exchange Bylaws - Sponsored by Danielle P. West, Interim City Manager

Bill Needleman (Waterfront Coordinator) gave an overview of the Order

Motion was made by Councilor Ali and seconded by Councilor Chong for passage.

Passage 9-0

Mayor Snyder opened the floor for public comment. No one spoke.

Motion to recess the Special Meeting of the Corporator of the Portland Fish Exchange and to reconvene the Special City Council Meeting.

Moved by Councilor Chong and seconded by Councilor Fournier for passage. Passage 9-0

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Special City Council Meeting, September 1, 2022

Motion was made by Councilor Ali and seconded by Councilor Fournier for approval of the September 1, 2022 Special City Council Meeting Minutes. Passage 9-0.

PROCLAMATIONS:

Proclamation 3-22/23 Recognizing September 24 - October 2, 2022 as Diaper Need Awareness Week - Sponsored by Kate Snyder, Mayor

Mayor Snyder read Proclamation 3-22/23 Recognizing September 24-October 2, 2022 as Diaper Need Awareness Week into the record.

Proclamation 4-22/23 Recognizing September 26-30, 2022 as Clean Energy Week - Sponsored by Kate Snyder, Mayor

Councilor Zarro read Proclamation 4-22/23 Recognizing September 26-30, 2022 as Clean Energy Week into the record.

Proclamation 5-22/23 Recognizing September 30, 2022 as a Day of Remembrance for U.S. Indian Boarding Schools - Sponsored by Councilor April Fournier

Councilor Fournier read Proclamation 5-22/23 Recognizing September 30, 2022 as a Day of Remembrance for U.S. Indian Boarding Schools into the record.

APPOINTMENTS:

Order 63-22/23 Appointing Gynt Grube as Assistant Assessor - Sponsored by Danielle West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier to pass item as an emergency. Passage 9-0

Mayor Snyder opened the floor for public comment. The following individuals spoke:
George Rheault (Hanover Street)

Item passed as an emergency and takes effect immediately.

CONSENT ITEMS:

Order 64-22/23 Declaring October 2, 2022 the 31st Annual Maine Marathon, Half Marathon & Relay Festival - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage.
Passage 9-0

Mayor Snyder opened the floor for public comment. No one spoke.

Order 65-22/23 Approving Transfer of Funds under 15 M.R.S. §§5824(3) and 5826(6) Re: Amanda Benwell - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage.
Passage 9-0

Mayor Snyder opened the floor for public comment. No one spoke.

LICENSES:

Order 66-22/23 Granting Municipal Officers' Approval of Yam Tamblin LLC, dba Blue. Application for Class A Lounge with Indoor Entertainment at 638 Congress Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage.
Passage 9-0

Mayor Snyder opened the floor for public comment. No one spoke.

Order 67-22/23 Granting Municipal Officers' Approval of Four Ball LLC, dba Rathskeller on Wharf. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 51 Wharf Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier for passage.
Passage 9-0

Mayor Snyder opened the floor for public comment. No one spoke.

Order 68-22/23 Granting Municipal Officers' Approval of Fat Dragon LLC, dba Empire Venue. Application for Class A Lounge with Indoor Entertainment at 575 Congress Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Zarro and seconded by Councilor Fournier for passage.
Passage 9-0

Mayor Snyder opened the floor for public comment. No one spoke.

COMMUNICATIONS:

Communication 6-22/23 ReCode Update - By Christine Grimando, Director of Planning & Urban Development

Christine Grimando (Director of Planning & Urban Development) gave an update on ReCode

As a communication, this item requires no formal Council action.

Communication 7-22/23 Historic Preservation Impact Study Update - By Christine Grimando, Director of Planning & Economic Development

Christine Grimando (Director of Planning & Urban Development) gave an update on the Historic Preservation Impact Study Update.

As a communication, this item requires no formal Council action.

Communication 8-22/23 Green New Deal Exemptions/Exceptions Granted - By Christine Grimando, Director of Planning and Urban Development

Christine Grimando (Director of Planning & Urban Development) gave an update on the Green New Deal Exemptions/Exceptions.

As a communication, this item requires no formal Council action.

Communication 9-22/23 Fossil Fuel Infrastructure Report - By Troy Moon, Sustainability Director

Troy Moon (Sustainability Director) gave an update on the Fossil Fuel Infrastructure Report.

As a communication, this item requires no formal Council action.

Communication 10-22/23 Estimated Fiscal Impact of Proposed Citizen Initiatives and Charter Commission Recommendations - by Danielle P. West, Interim City Manager

Danielle West (Interim City Manager) gave an update on the Estimated Fiscal Impact of Proposed Citizen Initiatives and Charter Commission Recommendations.

As a communication, this item requires no formal Council action

UNFINISHED BUSINESS:

Order 58-22/23 Approving the Collective Bargaining Agreement with the American Federation of State, County and Municipal Employees (AFSCME) Local 481-00 Labor and Trades - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Zarro for passage.
Passage 9-0

Mayor Snyder opened the floor for public comment.No one spoke.

Order 69-22/23 Laying Out a Town Way/City Street Pursuant to 23 M.R.S.A. § 3022 Re: Thames Street Extension - Sponsored by Danielle P. West, Interim City Manager

*Point of Order Mayor Snyder took item out of order, item was read immediately following Order 58-22/23

Motion was made by Councilor Ali and seconded by Councilor Zarro for passage. Passed 9-0.

Mike Murray (Director of Public Works) gave an overview of this item.

Mayor Snyder opened the floor for public comment. No one spoke.

Order 59-22/23 Traffic Schedule Amendment Re: Thames Street - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Zarro for passage.

Passage 9-0

Mayor Snyder opened the floor for public comment. The following individuals spoke: Tood Morse (East Bayside)

Order 70-22/23 Approving Residential Parking Permit Re: Islander Parking - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Zarro for passage. Passed 9-0.

John Peverada (Director of Parking) gave an overview of this item.

Mayor Snyder opened the floor for public comment. The following individuals spoke: George Rheault (Hanover Street)

Order 60-22/23 Amendment to Portland City Code Chapter 34 re: Landcare Ordinance - Sponsored by the Sustainability & Transportation Committee, Councilor Andrew Zarro, Chair

Motion was made by Councilor Zarro and seconded by Councilor Ali for passage.

Councilor Zarro gave an overview of this item.

Mayor Snyder opened the floor for public comment. The following individuals spoke: Ken Capron (Forest Avenue), Curits Picard (Maine Retail Association), Newell Auger (Pierce Atwood), Karen Snyder (Waterville Street), Mayor Snyder, Troy Moon (Sustainability Director), Councilor Chong, Councilor Dion, Councilor Rodriguez

Motion to amend Council in order to extend implementation of the amended ordinance to six months from adoption.

Moved by Mayor Snyder and seconded by Councilor Chong for passage. Amendment passed 9-0.

Motion to approve Order 60-22/23 as amended

Moved by Councilor Zarro, seconded by Councilor Ali for passage. Passed 9-0.

ORDERS:

Order 71-22/23 Accepting a Riverside Street Sidewalk Easement from Waste Management of Maine, Inc. - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Chong and seconded by Councilor Ali to pass item as an emergency. Passage 9-0

Mayor Snyder opened the floor for public comment. The following individuals spoke: Councilor Rodriguez
George Rheault (Hanover Street) submitted written public comment on the item. Written public comment is available in full Council packet.
Item passed as an emergency and takes effect immediately.

Written Public Comment on Order 71-22/23

Order 72-22/23 Accepting and Appropriating a \$200,409.09 Federal Emergency Management Agency Assistance to Firefighters Grant and Appropriating \$21,040.91 as the Local Match - Sponsored by Danielle P. West, Interim City Manager

Motion was made by Councilor Ali and seconded by Councilor Fournier to waive the second reading of the item. Passage 9-0

Fire Chief Gautreau gave an overview of the item.
Motion was made by Councilor Zarro and seconded by Councilor Trevorrow to pass item as an emergency. Passage 9-0
Mayor Snyder opened the floor for public comment. No one spoke.
Item passed as an emergency and takes effect immediately.

Order 73-22/23 Accepting and Appropriating a \$3,000,000 Grant from the United States Environmental Protection Agency for the City's Brownfield Revolving Loan Program - Danielle P. West, Interim City Manager

This is first reading. No action needed.

EXECUTIVE SESSION:

The Portland City Council will hold an Executive Session pursuant to 1 M.R.S. Section 405(6)(A) to discuss the duties of the City Council, City Manager, and Corporation Counsel.

Motion to adjourn into executive session pursuant to 1 M.R.S. Section 405(6)(A)
Moved by Councilor Ali, seconded by Councilor Rodriguez
Meeting adjourned to executive session at 8:13pm.

Motion to exit executive session and reconvene Special City Council meeting to adjourn.
Moved by Councilor Zarro, seconded by Councilor Dion
Special City Council Meeting reconvened at 8:40pm.

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Zarro to adjourn. Passage 9-0 at 8:40pm

A TRUE RECORD

Ashley Rand, City Clerk

**CITY OF PORTLAND
IN THE CITY COUNCIL**

PROCLAMATION RECOGNIZING INDIGENOUS PEOPLES' DAY 2022

WHEREAS, Indigenous Peoples' Day, which honors the original peoples of many colonized lands, was first proposed in 1977 by a delegation of First Nations to the International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration on the Rights of Indigenous Peoples (the "Declaration") on December 16, 2010, formally recognizing that "Indigenous peoples have suffered from historic injustices as a result of, inter alia, their colonization and dispossession of their lands, territories and resources"; and

WHEREAS, the City Council of the City of Portland recognizes that Portland was founded and is built upon lands first inhabited by the Indigenous People of this Aucocisco (Casco Bay) region, The Maliseet/Wolastoqiyik, Mi'kmaq, Penobscot and Passamaquoddy tribes, known collectively as the Wabanaki Confederacy, or "People of the Dawnland"; and

WHEREAS, the City of Portland recognizes that the Indigenous Peoples of the lands that would later become known as the Americas have inhabited these lands since time immemorial; and

WHEREAS, a growing number of cities and towns in the United States of America have recognized the second Monday of October as Indigenous Peoples' Day, thereby creating an opportunity to learn about and celebrate Indigenous heritage and resiliency;

NOW, THEREFORE, BE IT RESOLVED, that I, Kate Snyder, Mayor of the City of Portland, Maine, and the members of the Portland City Council do recognize Monday, October 10th as Indigenous Peoples' Day and encourage businesses, organizations, and public institutions to also recognize Indigenous Peoples' Day so that that this City and its residents can acknowledge and honor the First Nations members of our community, past and present, without whom the creation of this country would not have been possible.

Signed and sealed this 3rd day of October, 2022



**Kate Snyder, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION RECOGNIZING OCTOBER 2022 AS
DOMESTIC VIOLENCE ACTION MONTH**

- WHEREAS,** domestic violence affects people of all genders, sexual orientations, races, ages, and income levels; and
- WHEREAS,** Domestic Violence Awareness Month was first launched by National Coalition Against Domestic Violence in October 1987, the same year the first domestic violence toll-free hotline was established, and was then recognized by the United States Congress in October 1989 with the passage of Public Law 101-112; and
- WHEREAS,** one in four women and one in seven men have experienced domestic violence in their lifetime; and
- WHEREAS,** approximately one-half of the homicides committed in Maine are related to domestic violence and abuse; and
- WHEREAS,** approximately 3,000 people reach out to the Through These Doors 24-Hour Helpline in Cumberland County each year; and
- WHEREAS,** this year the Maine Coalition to End Domestic Violence has committed to not only bringing awareness to domestic violence in the month of October, but taking and inspiring action in the greater Maine community; and
- WHEREAS,** every person can participate in changing the systems and underlying beliefs which precede abuse, and by doing so can contribute to making Portland safer for survivors; and
- WHEREAS,** domestic violence and abuse are preventable through public education initiatives, advocacy for policy and system changes, resources for those affected by abuse, and holding perpetrators accountable for the harm they cause; and
- WHEREAS,** survivors in Portland and throughout Cumberland County needing help and support can reach an advocate at Through These Doors 24-Hour Helpline (1-800-537-6066);
- NOW, THEREFORE, BE IT RESOLVED,** that I, Kate Snyder, Mayor of the City of Portland, Maine and members of the City Council do hereby recognize October 2022 as Domestic Violence Action Month in the City of Portland, Maine, and encourage our community to take time to engage and reflect on this important issue this month and every month.

Signed and sealed this 3rd day of October, 2022



**Kate Snyder, Mayor
City of Portland**

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION RECOGNIZING SEPTEMBER 15 TO OCTOBER 15, 2022 AS
HISPANIC HERITAGE MONTH**

WHEREAS, each year from September 15th to October 15th, America acknowledges the vital contributions of and celebrates our Hispanic/Latinx heritage; and

WHEREAS, Hispanic/Latinx Americans have written crucial chapters in our nation throughout our history, honorably defended our country in war and built prosperity during times of peace; and

WHEREAS, this community runs successful businesses, teaches our next generation of leaders, and pioneers scientific and technological breakthroughs; and

WHEREAS, Hispanic/Latinx Americans represent an array of distinct and vibrant cultures, each of which enriches our communities in valuable ways; and

WHEREAS, Hispanic/Latinx leaders like César E. Chávez have marched for social justice and helped advance America's journey toward a more perfect Union; and

WHEREAS, there are numerous students of Hispanic/Latinx origin in our City's public schools, colleges and adult education programs representing one of the fastest-growing segments of our youth; and

WHEREAS, we are grateful for the many contributions Hispanic/Latinx American men and women and organizations like Presente Maine add to our community and the vibrancy they weave into the city of Portland;

NOW, THEREFORE, BE IT RESOLVED, that I, Kate Snyder, Mayor of the City of Portland, Maine and members of the City Council do hereby declare September 15th to October 15th, 2022 Hispanic/Latinx Heritage Month in the city of Portland Maine and invite citizens of Portland to reflect on ways we all can be inclusive, celebrate diversity, during this month and every month.

Signed and sealed this 3rd day of October, 2022



Kate Snyder, Mayor

City of Portland

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 20, 2022

SUBJECT: Order 74-22/23 Setting The Time for Opening and Closing the Polls on November 8, 2022 RE: General & Municipal Election - Sponsored by Ashley Rand, City Clerk

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Pursuant to 21-A M.R.S § 626, the polls shall open at 7:00am and close at 8:00pm on Tuesday, November 8, 2022 for the State General & Municipal Election.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Opening and Closing the Polls November 8, 2022

Prepared by:

Date: 09/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER SETTING THE TIME FOR OPENING AND CLOSING
THE POLLS ON NOVEMBER 8, 2022
RE: GENERAL AND MUNICIPAL ELECTION**

ORDERED that, pursuant to 21-A M.R.S. §626, the polls shall open at 7:00 a.m. and close at 8:00 p.m. on Tuesday, November 8, 2022 for General and Municipal Election.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 22, 2022

SUBJECT: Order 75-22/23 Establishing the Rules Committee - Sponsored by Kate Snyder, Mayor

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: n/a

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

The Mayor is establishing the Rules Committee to review the City Council Rules of Procedure and determine if any amendments or changes are recommended. This order establishing the Committee, and the communication on this agenda appointing the Committee members, starts the rules review process.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Establishing City Council Rules Committee 10.3.2022

Prepared by:

Date: 09/22/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER ESTABLISHING
THE CITY COUNCIL RULES COMMITTEE**

ORDERED, that, pursuant to Portland City Charter Article II, Section 5(1), the City Council Rules Committee is hereby formed to review and revise the Council Rules of Procedure as necessary.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 19, 2022

SUBJECT: Order 76-22/23 Approving Transfer of Funds under 15 M.R.S. §§5824(3) and 5826(6) Re: Jason Boston - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: n/a

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This order authorizes the City Council to approve the transfer of \$7,838.00 in forfeited assets from the State of Maine to the City of Portland from the case of the State of Maine v. Jason Boston.

The money was seized during a drug investigation conducted by the M.D.E.A. in conjunction with the Portland Police Department. The money from this forfeiture order will be deposited into the Portland Police Department's drug investigation account. The money is used to offset the costs of drug investigations, such as drug analysis, drug purchases, covert surveillance, surveillance equipment, drug training and protective gear, such as body armor. The money may also be used to support the department's Law Enforcement Addiction Advocacy Program.

Five affirmative votes are required for passage of items on the consent calendar after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Boston Transfer of Funds 10.3.2022

Prepared by:

Date: 09/19/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER APPROVING TRANSFER OF FUNDS
UNDER
15 M.R.S. §§ 5824(3) and 5826(6)
RE: JASON BOSTON**

ORDERED, that the City Council hereby approves the transfer of \$7,838.00 in the case of State of Maine vs. Jason Boston from the State of Maine to the City of Portland, pursuant to 15 M.R.S. § 5824(3) and § 5826(6) and as provided in the attached “Approval of Transfer.”

**STATE OF MAINE
Cumberland, SS**

**UNIFIED CRIMINAL DOCKET
Criminal Action
Docket No. CR-20-2381**

State of Maine

v.

**Jason Boston,
Defendant;**

And

**\$7,838.00 U.S. CURRENCY
Defendant In Rem**

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**City of Portland
Approval of Transfer
15 M.R.S. §5824(3)
and §5826(6)**

NOW COMES the City of Portland, Maine, by and through its legislative body, the City Council, and does hereby grant approval pursuant to Section 5824(3) and Section 5826(6) of Title 15 of the Maine Revised Statutes, to the transfer of any portion of the above captioned Defendant *In Rem*, namely \$7,838.00 U.S. Currency on grounds that the City of Portland Police Department did make a substantial contribution to the investigation of this or a related criminal case.

WHEREFORE, the Portland City Council does hereby approve of the transfer of the Defendant In Rem, namely \$7,838.00 U.S. Currency to the City of Portland, Maine pursuant to 15 M.R.S. §5824(3) and §5826(6) on October 3, 2022.

Dated: _____

Mayor
(Impress Legislative Body Seal Here)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 19, 2022

SUBJECT: Order 77-22/23 Granting Municipal Officers' Approval of KMK Noodle House, dba Old Port Noodle House. Application for Class I FSE with Outdoor Dining on Public Property at 245 Commercial Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 8/31/22. New City and State applications. Location was previously Veranda Noodle House.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.10.03_Old Port Noodle House
2. Old Port Noodle House_Council Packet

Prepared by:

Date: 09/19/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**KMK Noodle House, dba Old Port Noodle House. Application for Class I FSE with
Outdoor Dining on Public Property at 245 Commercial Street**

8/15/22

To whom it may concern:

My name is Khanhly Nguyen, and I am writing to inform you of my interest to take over my brother's Veranda Noodle House at 245 Commercial St, Portland. I am looking to change it to Old Port Noodle House and continue to operate the business same as Veranda.

Thank you for your time and consideration Mayor and Members of the City Council!!

Sincerely,

Khanhly Nguyen



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information				
Establishment Name (d/b/a):	OLD PORT NOODLE HOUSE	Phone:	536-1996	
Location Address:	245 COMMERCIAL ST PORTLAND ME 04101			
If new, what was formerly at this location:	Veranda Noodle House.			
Mailing Address:	SAME AS ABOVE		Zip:	
Contact Person:	KHANHLY NGUYEN	Phone:	766-6181	
Contact Person Email:	KHANHLY04@GMAIL.COM			
Manager of Establishment:	KHANHLY NGUYEN	Date of Birth:	2-5-82	
Owner of Premises (Landlord):	CASCO VIEWS HOLDINGS		Phone:	766-6181
Address of Premises Owner (Landlord):	PO BOX 1137 PORTLAND		Zip:	04104

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
KIMK NOODLE HOUSE		286 RAY ST. PORTLAND ME 04103	
Contact Person:	KHANHLY NGUYEN	Phone:	766-6181
Principal Officers	Title	Date of Birth	Residence Address
KHANHLY NGUYEN	OWNER	2-5-83	286 RAY ST, PORTLAND, ME 04103
Class of Liquor License:	I		



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	<u>THAI & VIETNAMESE</u>	
Please circle all that will be served:	<u>Beer</u> <u>Wine</u> <u>Liquor</u>	
Projected percentage of sales:	Generated from Food: <u>\$ 380,000</u>	Generated from Alcohol: <u>\$ 40,000</u>
Hours & days of operation:	<u>11 AM - 10 PM Sunday - Saturday</u>	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		Y/N <u>Y</u>
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		Y/N <u>N</u>
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		Y/N <u>N</u>
Will you permit dancing after 1:00 a.m.?		Y/N <u>N</u>
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		Y/N <u>Y</u>
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		Y/N <u>N</u>
If yes, please list: # of amusements: _____ # of pool tables: _____		
What is your targeted opening date? <u>10-1-22</u>		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		Y/N <u>N</u>
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		Y/N <u>N</u>
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?		Y/N <u>N</u>
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		Y/N <u>N</u>
If Yes, please explain:		

I KHANHLY NGUYEN do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Phaly Nguyen Title OWNER Date 8-12-22



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Public Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
Valid April 1-November 15

☐ Legal Advertisement Deposit \$100.00
☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot $\$2.00 \times \overset{180}{\cancel{100}} \text{ SF} = \300
☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot $\$6.30 \times \text{SF} = \text{_____}$

Business Information	
Establishment Name (d/b/a):	OLD PORT NOODLE HOUSE Phone: 766-6181
Location Address:	245 COMMERCIAL ST PORTLAND ME 04101 Zip:
Mailing Address:	SAME AS ABOVE Zip:
Contact Person:	KHANHLY NGUYEN Phone: 766-6181
Contact Person Email:	KHANHLY NGUYEN KHANHLY04@GMAIL.COM
Manager of Establishment:	KHANHLY NGUYEN 2-5-82 Date of Birth: 766-6181 Phone:
Owner of Premises (Landlord):	CASCO VIEWS HOLDINGS
Address of Premises Owner (Landlord):	PO BOX 1137 PORTLAND ME 04104 Zip:

Owner Information

Corporate Name		Corporate Mailing Address	
KIM NOODLE HOUSE, LLC		286 RAY ST, PORTLAND ME 04103 Zip:	
Contact Person:	KHANHLY NGUYEN	Phone:	766-6181
Principal Officers	Title	Date of Birth	Residence Address
KHANHLY NGUYEN	OWNER	2-5-82	286 RAY ST PORTLAND ME 04103

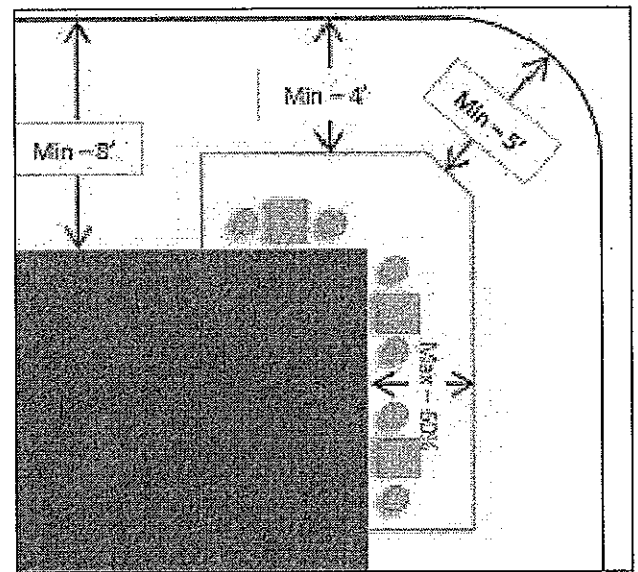


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Alcohol I
Type of food served:	THAI & VIETNAMESE
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	11 AM - 10 PM SUNDAY - SATURDAY
Number of Tables	18
Number of Chairs	60

Design and Construction

Existing Sidewalk Width (property line to curb)	Sidewalk Dining Allowed?
< 8'0"	No
≥ 8'0"	Yes – up to 60% of
Sidewalk Type	Sidewalk Passage Width
Standard sidewalk	4'0"
Street corner	5'0"

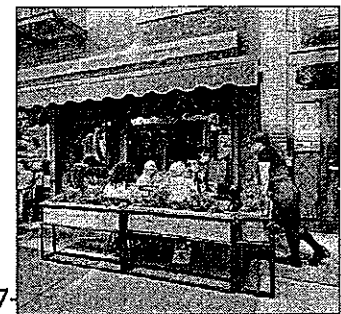
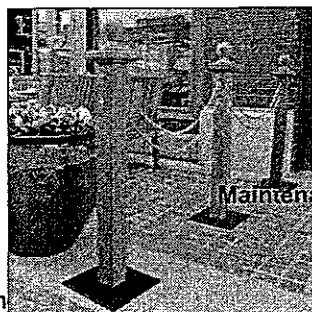


- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes to existing straight passage is at the discretion of the City.
- Egress must be maintained free of obstruction.
- Permanent fixtures, such as awnings, require a building permit separate from the Outdoor Dining permit and subject to approval by the Building Authority.
- Umbrellas do not require a permit.
- Umbrellas must be secured and maintain the height clearance for sidewalk passage.

Barriers

- If barriers are proposed, they must be free-standing. Physical attachments to a building are not allowed.
- Stanchions and ropes are encouraged. Sectional fencing is allowed with a high degree of visual transparency (at least 50% open). Solid or opaque barriers are not allowed.
- Shall not exceed 42" in height and may not include commercial signage.

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	RESTAURANT I
Type of food served:	THAI & VIETNAMESE
Please circle all that will be served:	(Beer) (Wine) (Liquor)
Hours & days of operation:	11AM - 10 PM SUNDAY - SATURDAY
Number of Tables	18
Number of Chairs	60

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

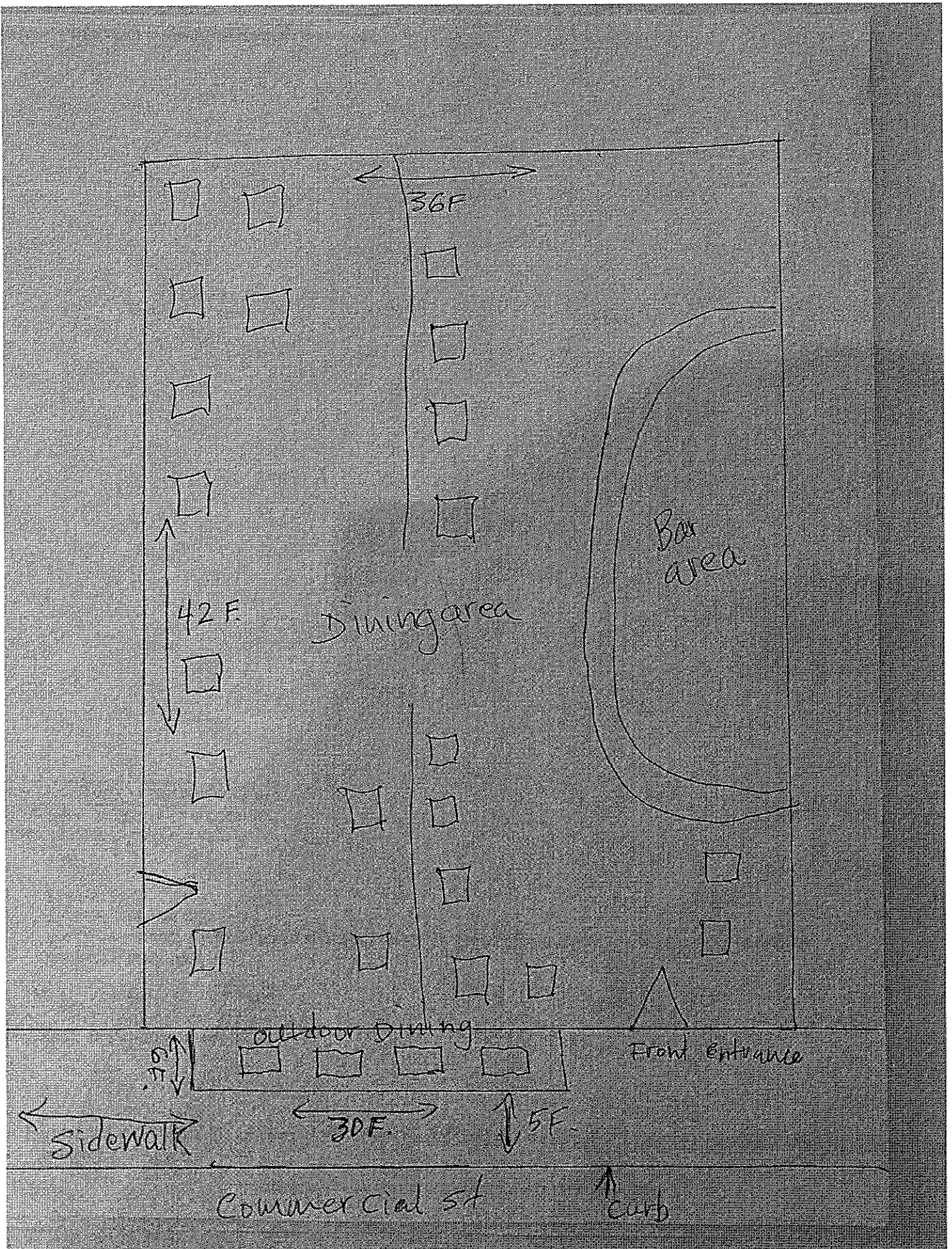
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature *Pham Nguyen* Title OWNER Date 8.12.22

For Administrative Use Only

Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____
CC _____ CA _____ CK _____	Health: _____	_____
	PD: _____	_____
Amount: _____	PR: _____	_____
Date Paid: _____	Treasury: _____	_____
CC _____ CA _____ CK _____	Zoning: _____	_____

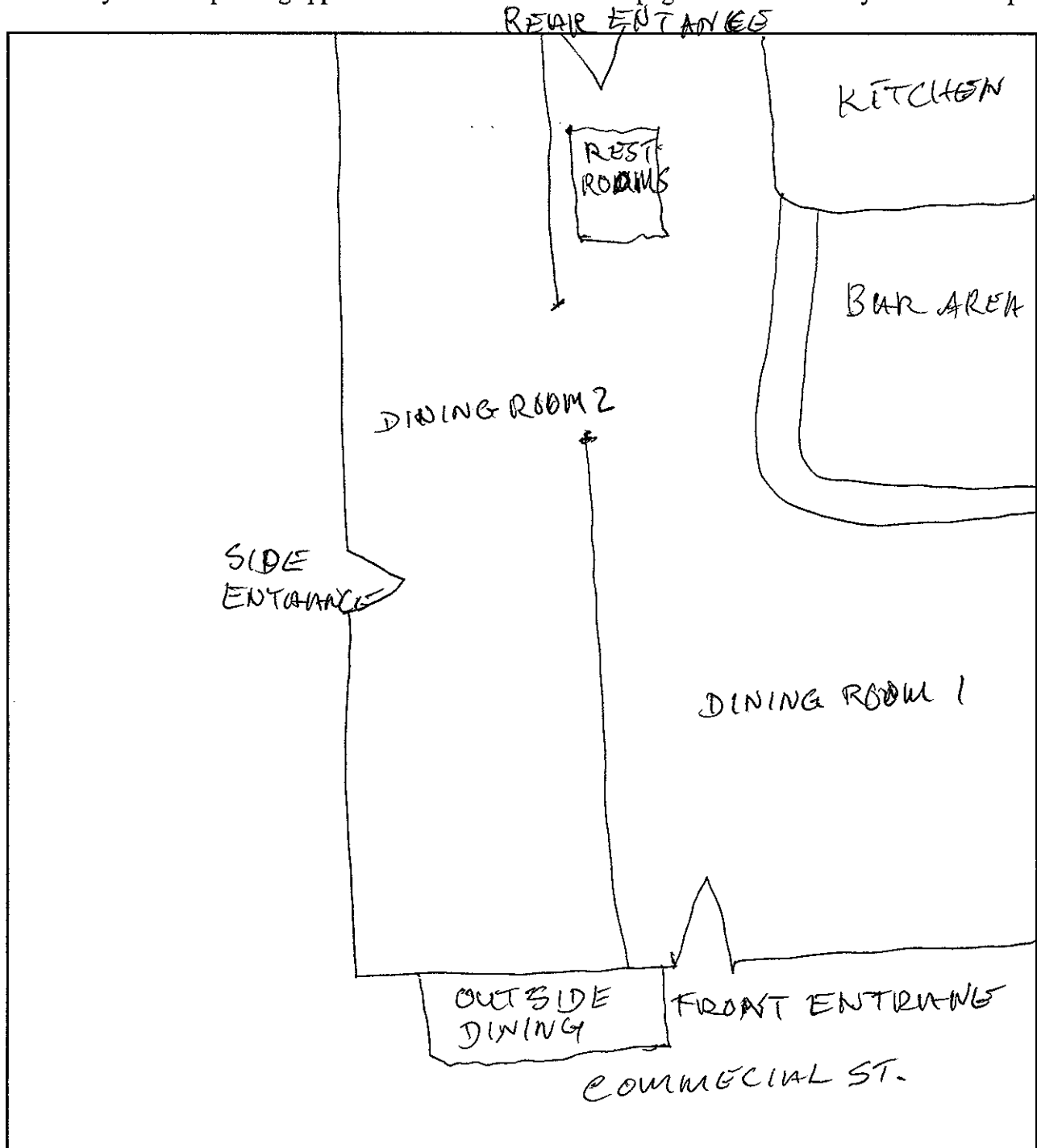




Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

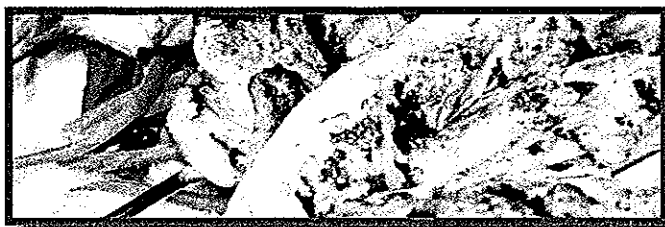
Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Lunch Specials

Lunch specials are served daily until 3:30pm. Lunch specials come with soup & appetizer of the day.

Vegetable/Tofu 10
Chicken/Pork/Beef 11
Shrimp/Scallop/Calamari/Mussel 12
Combo Meat/Combo Seafood 13/14



Famous Pad Thai

Rice noodle, egg, bean sprouts, scallions, ground peanut in pad sauce.

Chow Foon

Wide rice noodle stir-fried with mix vegetables.

Vermicelli Noodle

Rice noodle stir-fried with egg and then gently tossed with string of carrot, bean sprout, onion & scallion.

Veranda Lomein

Stir-fried soft yellow noodles with snow peas, carrots, bell peppers & cabbage.

★Drunken Noodle

Combination of vegetables pan-fried with flat rice noodles in drunken sauce.

Green Curry

Green bell pepper, basil leave, snow peas, broccoli, string bean & bamboo.

Red Curry

Red bell pepper, basil leave, bamboo shoot, carrot, tomato, pineapple.

★Hot Basil Leaves

Fresh mushroom, bell peppers, onions, bamboo, & basil leave in hot sauce.

Sweet & Sour

Tomatoes, carrots, pineapple, snow peas, water chestnut, red bell peppers & onions.

Nam prik Pao Sauce

String bean, red bell pepper, carrots, bamboo and onion in nam prik pao sauce.

Star Ginger

Fresh mushroom, onion, tomatoes in Thai ginger sauce.

Thai Cashew Nut

Roasted cashew nuts, pineapple, water chestnut, green pepper, fresh mushroom, carrot, onion in oyster sauce.

★Spicy Sauce

Bell peppers, string bean, bamboo, carrot, onion & scallion.

Orange Chicken

Breaded chunks of chicken, deep-fried then sautéed with broccoli, carrots, snow peas, red bell pepper, onion & scallion in sweet & sour sauce.

Crispy Lomein

Stir fry with mix vegetables in brown sauce pout over a bed of crispy yellow lomein noodle.

Thai Radnar

Sautéed with veggie combo poured over flat noodle stir fry with egg.

Thai Fried Rice

Broccoli, string bean, carrots, pineapple, onion & scallion.

★Pan Fried Rice Noodle

Wide flat rice noodle pan fried with mixed vegetables & egg in brown sauce.

★Masaman Curry

Pineapple, onion, potato, carrot, bamboo shoot, basil leave, chopped peanut.

★Panang Curry

Pineapple, red pepper, snow peas, bamboo shoot, carrot & fresh basil leave.

In Garlic Sauce

Carrots, snow peas, fresh mushroom in garlic sauce over a bed of spinach.

★Spicy Bamboo

Bamboo shoots, bell peppers, string bean, onion & basil leave in hot sauce.

Roasted Peanut

Mushroom, carrots, water chestnut, string bean, onion & scallion in brown sauce.

Garden Fresh Broccoli

Broccoli, carrots & scallion in Thailand style sauce.

Snow Peas

Fresh snow peas stir-fried with mushroom, water chestnut & scallion, Cooked just right leaving snow peas green and crispy in tasty garlic sauce.

Black Bean Sauce

Bell peppers, mushroom, carrot, water chestnut, string bean, onion & scallion in black bean sauce.

★Pepper Steak

Sliced steak stir-fry with red & green bell peppers, onion & scallion over Thai's pepper steak sauce.

BEFORE PLACING YOUR ORDER, PLEASE INFORM US IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

Wok Stir-Fry

Served with White or Brown Rice

Vegetable/Tofu 13
Beef/Pork/Chicken 15
Shrimp/Scallop/Calamari/Mussel 18
Combo Meat/Combo Seafood 16/20

★ Hot Basil Leaves

Fresh mushroom, bell peppers, onions, bamboo, & basil leave in hot sauce

★ Spicy Bamboo

Bamboo shoots, bell peppers, string bean, onion & basil leave in hot sauce

Sweet & Sour

Tomatoes, carrots, pineapple, snow peas, water chestnut, red bell peppers & onions

Roasted Peanut

Mushroom, carrots, water chestnut, string bean, onion & scallion in brown sauce

★ Nam prik Pao Sauce

String bean, red bell pepper, carrots, bamboo and onion in nam prik pao sauce

Thai Cashew Nut

Roasted cashew nuts, pineapple, water chestnut, green pepper, fresh mushroom, carrot, onion in oyster sauce

Fried Rice & Noodle

Served with White or Brown Rice

Vegetable/Tofu 12
Beef/Pork/Chicken 14
Shrimp/Scallop/Calamari/Mussel 16
Combo Meat/Combo Seafood 16/18

Famous Pad Thai

Rice noodle, egg, bean sprouts, scallions, ground peanut in pad sauce

Thai Radnar

Sautéed with veggie combo poured over flat noodle stir fry with egg

Veranda Lomein

Stir-fried soft yellow noodles with snow peas carrots, bell peppers & cabbage

Thailand Curry

Served with White or Brown Rice

Vegetable/Tofu 13
Beef/Pork/Chicken 15
Shrimp/Scallop/Calamari/Mussel 18
Combo Meat/Combo Seafood 16/20

★ Green Curry

Green bell pepper, basil leave, snow peas, broccoli, string bean & bamboo

Star Ginger

Fresh mushroom, onion, tomatoes in Thai ginger sauce

Snow Peas

Fresh snow peas stir-fried with mushroom, water chestnut & scallion, Cooked just right leaving snow peas green and crispy in tasty garlic sauce

In Garlic Sauce

Carrots, snow peas, fresh mushroom in garlic sauce over a bed of spinach

Garden Fresh Broccoli

Broccoli, carrots & scallion in Thailand style sauce

★ Black Bean Sauce

Bell peppers, mushroom, carrot, water chestnut, string bean, onion & scallion in black bean sauce

★ Pepper Steak

Sliced steak stir-fry with red & green bell peppers, onion & scallion over Thai's pepper steak sauce

Orange Chicken

Breaded chunks of chicken, deep-fried then sautéed with broccoli, carrots, snow peas, red bell pepper, onion & scallion in sweet & sour sauce

★ Drunken Noodle

Combination of vegetables pan-fried with flat rice noodles in drunken sauce

Chow Foon

Wide rice noodle stir-fried with mix vegetables

Vermicelli Noodle

Rice noodle stir-fried with egg and then gently tossed with string of carrot, bean sprout, onion & scallion

Thai Fried Rice

Broccoli, string bean, carrots, pineapple, onion & scallion

Veranda Fried Rice

Our very own B.B.Q pork & shrimp fried with broccoli, string bean, carrots, onion, scallion, pineapple & basil leaves

Mai-Qué-Lô Fried Rice

Vietnamese sausage, shrimp & roasted pork stir-fried with mix vegetable.

★ Red Curry

Red bell pepper, basil leave, bamboo shoot, carrot, tomato, pineapple

★ Masaman Curry

Pineapple, onion, potato, carrot, bamboo shoot, basil leave, chopped peanut

★ Panang Curry

Pineapple, red pepper, snow peas, bamboo shoot, carrot & fresh basil leaves

Vietnamese Rice Plate

White or Brown rice on bed of lettuce, tomato, cucumber & pickled vegetable. Chả (Vietnamese Meatloaf made from ground pork, clear noodle, black mushroom & egg) Bì (shredded pork skin)

Pork Chop or Sliced Pork over Rice

Pork chop or thinly sliced pork grilled to perfection served with rice, vegetable, chả & bì

Grilled Chicken over Rice

Chicken marinated with lemongrass, grilled & served with rice, veg, chả & bì

Grilled Beef over Rice

Flank steak thinly sliced and grilled. Served with rice, vegetable, chả & bì

14 Grilled Shrimp over Rice

Jumbo shrimp lightly marinated with Indian curry, grilled and served with rice, vegetable, chả & bì

14 Grilled Vietnamese Ham over Rice

Vietnamese ham grilled using skewer and served over rice, vegetable, chả & bì

14

Chef's Specialties

Served with White or Brown Rice

★ Chicken Lemongrass Sauce

Sautéed chicken, onion, mushroom, snow peas, bell pepper in lemongrass sauce.

★ Black Pepper Beef

Flank steak beef sautéed with onion, scallion, bell pepper in black pepper sauce.

★ ★ Beef Jalapenos

Beef stir-fried with jalapenos, bell pepper, onion & scallion in oyster sauce.

Bangkok House

Sautéed chicken & shrimp with fresh mushroom, bamboo shoot, bell peppers, snow peas in oyster sauce.

★ Basil Duck

Boneless duck, mushroom, bamboo shoot, bell peppers & onion in hot basil sauce.

Shrimp Loves Scallop

Jumbo shrimp & sea scallop stir fry w/ fresh mushroom, snow peas, onion, scallion in ginger sauce.

Blue Ocean

Jumbo shrimp, scallop, mussels, calamari sautéed with combo of veggie in ginger sauce.

Crispy Bird Nest: Choice

Meat/Seafood

A choice of Beef, Chicken, Pork, Shrimps, or combination of meat or seafood to stir-fry with mix vegetables and served over a bed of crispy lomein.

★ Spicy Basil Haddock

Have your haddock fried or steamed then topped with bamboo, basil leave, mushroom, red bell pepper & onion in spicy basil sauce.

Three King Party

Lobster meat, scallop & shrimp with mix vegetable in ginger sauce.

★ Shrimp Lemongrass

Jumbo shrimp stir fry with onion, mushroom, snow peas, bell pepper in lemongrass sauce.

Beef Eggplant

Beef stir-fried with eggplant & scallion in brown sauce.

Triple Delight

Chicken, beef, shrimp sautéed with ginger and mix vegetables in ginger sauce.

★ Crispy Duck

Boneless crispy duck with carrots, snow pea, onion and scallion in House's spicy sweet & sour sauce.

16 Roasted Duck

Oven roasted duck served over a bed of steamed broccoli and pour over with chopped snow peas, carrots, and onion & scallion sautéed with House's brown sauce.

16 Shrimp over ShangHai Bok Choy

Jumbo shrimp stir-fried with red bell pepper, onion & scallion in House's B.B.Q sauce. Served over a bed of steamed Shang Hai Bok Choy.

16 ★ Salmon Curry

Salmon filet topped with broccoli, snow peas, bamboo shoot, pineapple & tomato in red curry sauce.

18 Sweet & Sour Haddock

Have your haddock fried or steamed then topped with sautéed onion, pineapple, snow peas, tomato, carrots in sweet & sour.

18 Ginger Haddock

Have your haddock fried or steamed then topped with mushroom, snow peas, tomatoes, onion & scallion in brown ginger sauce.

15/18

18

24

18

16

18

18

Made-to-order spice levels:

★ Coward-Low Heat

★ ★ Medium Hot

★ ★ ★ Adventurous-Hot

★ ★ ★ ★ Native-Very Hot



Appetizers

Fresh Spring Roll: Veg/Tofu/Chicken (2)

Lettuce, carrot, mint, cucumber, bean sprout, rice noodle freshly rolled with rice paper. Served with sweet & sour sauce.

Fresh Spring Roll: Shrimp

Lettuce, carrot, mint, cucumber, bean sprout, rice noodle freshly rolled with rice paper. Served with sweet & sour sauce.

Thai Veggie Roll (2)

Spring rolls stuffed with carrots, cabbage, black mushroom, scallion & clear noodles. Deep-fried & served with sweet & sour sauce.

Fried Spring Rolls (3)

Ground chicken & shrimp mixed with onion, shredded taro & carrot, wrapped in rice paper. Served with sweet and sour sauce.

Vietnamese Egg Roll (3)

Ground pork & shrimp flavored & mixed with carrots, black mushroom & clear noodle. Served with sweet & sour sauce.

Shrimp Sugarcane (3)

Ground shrimp marinated, wrapped around sugarcane stick & grilled to perfection. Served with sweet & sour sauce.

Grilled Ham on Skewer (3)

Vietnamese ham balls on skewer & grilled to perfection. Served with sweet & sour sauce.

Crab Rangoon (6)

Crab meat with cream cheese wrapped in crispy wonton skins. Served with sweet & sour sauce.

6 Thai Dumplings (Pan-Fried or Steamed) (6) 8

Homemade dumpling dough stuffed with marinated ground pork. Served with ginger sauce.

Calamari Puffs 8

7 Lightly bread calamari deep-fried until crispy. Served with Thai cocktail sauce.

Chicken or Beef Satay (4) 8

6 Chicken tender or beef slices marinated in coconut milk & light curry sauce. Served with peanut sauce.

Tofu Triangle (6) 6

Crispy fried tofu. Served with peanut sauce.

Tempura: Veg/Chicken/Shrimp 7/8/9

7 Assortment of vegetables battered in tempura flour & deep-fried 'til crisp. Serve with sweet & sour sauce.

Shrimp Bikini (4) 8

7 Jumbo shrimp wrapped with rice paper, deep-fried until crispy. Served with Thai cocktail sauce.

Golden Chicken Wing 8

Marinated Thai style and deep-fried. Served with sweet & sour sauce.

Bangkok Platter for 1 or 2 13/22

8 Appetizer sampler wings, chicken & beef satay, crab rangoon, dumpling, shrimp bikini, tofu triangle, Thai roll, & Viet roll.



Starter Soup

★Tom Yum Soup: Veg/Tofu/Chicken

Aromatic lemongrass broth (spicy & sour) with mushroom, tomatoes, bamboo shoot, pineapple, red bell pepper & scallion.

★Shrimp Tom Yum

Aromatic lemongrass broth (spicy & sour) with mushroom, tomatoes, bamboo shoot, pineapple, red bell pepper & scallion.

★Seafood Tom Yum

Aromatic lemongrass broth (spicy & sour) with mushroom, tomatoes, bamboo shoot,

5/8 pineapple, red bell pepper & scallion.

Wonton Soup 5/8

Ground shrimp & pork wrapped in wonton skin cooked in chicken broth with mix vegetable.

6/10 Vegetable Soup 5/8

Assorted veggie & fresh tofu cooked in a clear broth with bean thread noodle.

★Chicken Tom Kha Gai 5/8

8/12 Chicken slowly cooked with galanca herb in coconut broth with mushroom & onion.

Thai Salad

★Yum Nua (Beef Salad)

Grilled beef seasoned with lemon juice, onion, mint, cabbage, red bell pepper, lemongrass, lime leaves, and roasted rice powder. Served on a bed of lettuce

★Larb Gai (Minced Chicken Salad) 16

Sautéed minced chicken tossed with onion, red bell pepper, cabbage & mint, lime juice & roasted rice powder. Served on a bed of lettuce, cucumber & tomatoes.

16 ★Seafood Yum Woon Sen 18

Jumbo shrimp, mussels, scallop, calamari seasoned with lemon juice, onion, lemongrass, lime leaves, cabbage & clear rice noodle in House's Namprik Pao sauce

Sides

Steam Rice/Steam Noodle 3

Steam Veg/Steam Tofu 8

Extra Meat Add 2

Extra Shrimp Add 2 each

Vermicelli Rice Noodle

Vermicelli noodle topped with fresh lettuce, cucumber, carrot, bean sprout, mint & roasted peanuts.
Served with sweet & sour sauce.

V1.Grilled Sliced Pork

Bún thịt heo nướng

V2.Grilled Sliced Beef

Bún thịt bò nướng

V3.Egg Roll or Spring Roll

Bún chả giò

V4.Grilled Jumbo Shrimp

Bún tôm nướng

V5.Grilled Vietnamese Ham

Bún nem nướng

V6.Shrimp Sugarcane

Bún chạo tôm nướng

V7. Vietnamese Pork Salami

Bún chả lụa

V8.Grilled Sliced Pork & Egg Roll

Bún heo nướng chả giò

V9.Shrimp Sugarcane & Pork

Bún chạo tôm, heo nướng

V10.Shrimp Sugarcane & Grilled Viet Ham

Bún chạo tôm, nem nướng

12 V11.Grilled Shrimp & Pork

Bún tôm, heo nướng

12 V12.Grilled Shrimp & Grilled Viet Ham

Bún tôm, nem nướng

12 V13.Grilled Chicken

Bún gà nướng

14 V14. Roasted Duck

Bún vịt nướng

12 V15.Grilled Shrimp, Pork & Egg Roll

Bún tôm, heo nướng chả giò

12 V16. Grilled Viet Ham & Fried Spring Roll

12 Bún nem nướng chả giò

V17. Grilled Beef & Egg Roll

14 Bún thịt bò nướng chả giò

V18. Grilled Beef & Shrimp

14 Bún thịt bò nướng tôm nướng

V19. Grilled Beef & Viet Ham

14 Bún thịt bò nướng nem nướng

V20. Grilled Chicken & Egg Roll

Bún gà nướng chả giò

PHO (Rice Noodle Soup)

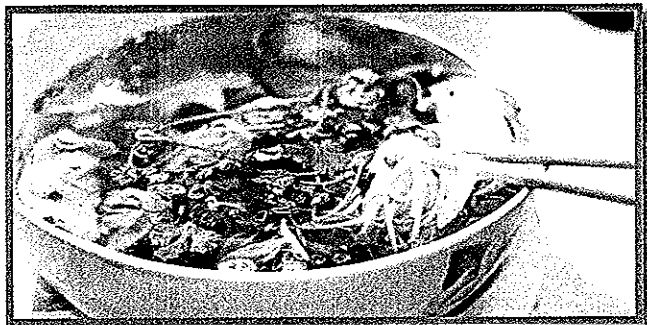
Served with a plate of bean sprouts, basil leave, lime & chili

Xe Lửa (XL House's Noodle Soup)

X-large combination noodle soup with rare steak, well-done flank, and meatball

Tái, Nạm (Beef and Flank)

Large noodle soup with rare steak and well-done flank



14 Tái, Bò Viên (Rare Beef and Meatball)

Large noodle soup with rare steak and meatball

Phở Gà (Chicken)

12 Large noodle soup with chicken

Đặc Biệt (Large House's Noodle soup)

Large combination noodle soup with rare steak, well-done flank, and meatball

Tái (Rare Beef)

Large noodle soup with rare steak

Bò Viên (Meatball)

Large noodle soup with meatball

★Thịt Bằm (Minced Meat)

Rice noodle soup with minced beef and
Ớt sa tế (sautéed chili sauce)

Mi (Yellow Noodles)& Bean Thread Noodle

Served with a plate of lettuce, bean sprouts, jalapenos, & lime

Duck Noodle Soup

Mì Vịt Tiềm

Roasted duck thigh and yellow noodle

Seafood Noodle Soup

Mì Hải Sản

Mix seafood and noodle in soup

Roasted Pork Noodle Soup

Mì Xá Xứ

Roasted Pork, wonton & Shanghai
Bok Choy with yellow noodle

14 Wonton Noodle Soup

Mì Hoàn Thánh

Ground chicken and shrimp wrapped in wonton
skin, slices of roasted pork in soup

14 Chow Foon Noodle Soup

Hủ Tiếu

14 Shrimp, Pork & meatball noodle soup

Chicken Clear Noodle Soup

Miến Gà

Chicken clear (bean thread) noodle soup



Zachary Lenhart <zlenhart@portlandmaine.gov>

Old Port Noodle House

Eric Nevins <erich@portlandmaine.gov>
To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Sat, Sep 17, 2022 at 5:22 PM

Approved

[Quoted text hidden]

--

Eric Nevins
Lieutenant
Portland Police Department
(207) 874-8513

Old Port Noodle House

Zoning <zoning@portlandmaine.gov>

Wed, Sep 21, 2022 at 3:21 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erich@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Zoning has signed off on this with the following note:

Permit 09-0088, issued 02/11/2009, approved a change of use to a restaurant. No further change of use is needed. A Class A Restaurant (Class I liquor license) is a permitted use within the B-3 Zone.

Thanks,
Jon

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 3, 2022 at 5:00 P.M., virtually KMK Noodle House, dba Old Port Noodle House. Application for Class I FSE with Outdoor Dining on Public Property at 245 Commercial Street - Sponsored by Danielle P. West, Interim City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



September 27, 2022

KMK Noodle House
245 Commercial Street
Portland, ME 04101

Re: KMK Noodle House, dba Old Port Noodle House. Application for Class I FSE with Outdoor Dining on Public Property at 245 Commercial Street

Dear KMK Noodle House:

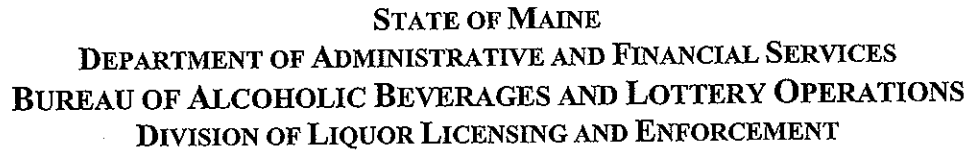
This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 3, 2022 at 5:00 p.m., for the review of application for Class I FSE with Outdoor Dining on Public Property at 245 Commercial Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on September 30, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): KMK NOODLE HOUSE, LLC	Business Name (D/B/A): OLD PORT NOODLE HOUSE
Individual or Sole Proprietor Applicant Name(s):	Physical Location: PORTLAND
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: 245 COMMERCIAL ST ME 04101
Mailing address, if different from DBA address:	Email Address: KHANHLY04@GMAIL.COM
Telephone # Fax #: 536 1996	Business Telephone # Fax #: 536-1996
Federal Tax Identification Number: 88-0670783	Maine Seller Certificate # or Sales Tax #: 1230466
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☒ New Expected Start date: _____
☐ Renewal Expiration Date: _____
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: 380,000 Beer, Wine or Spirits: 40,000 Guest Rooms: 0
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☒ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

245 COMMERCIAL ST. PORTLAND, ME 04101

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
KHANHLY T. NGUYEN	2-5-82	VIETNAM

Residence address on all the above for previous 5 years	
Name	Address:
KHANHLY T. NGUYEN	290 RAY ST. PORTLAND, ME 04103
Name	Address:
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

CASCO VIEWS HOLDINGS, PO BOX 1137, PORTLAND, ME 04104

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

FIRST SUITE OF A MULTI UNITS BUILDING
IN DOWNTOWN PORTLAND

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: CHURCH

Distance: 2 MILES

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 8-12-22

Pha Nguyen
Signature of Duly Authorized Person

Signature of Duly Authorized Person

KHAN HLY NGUYEN
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

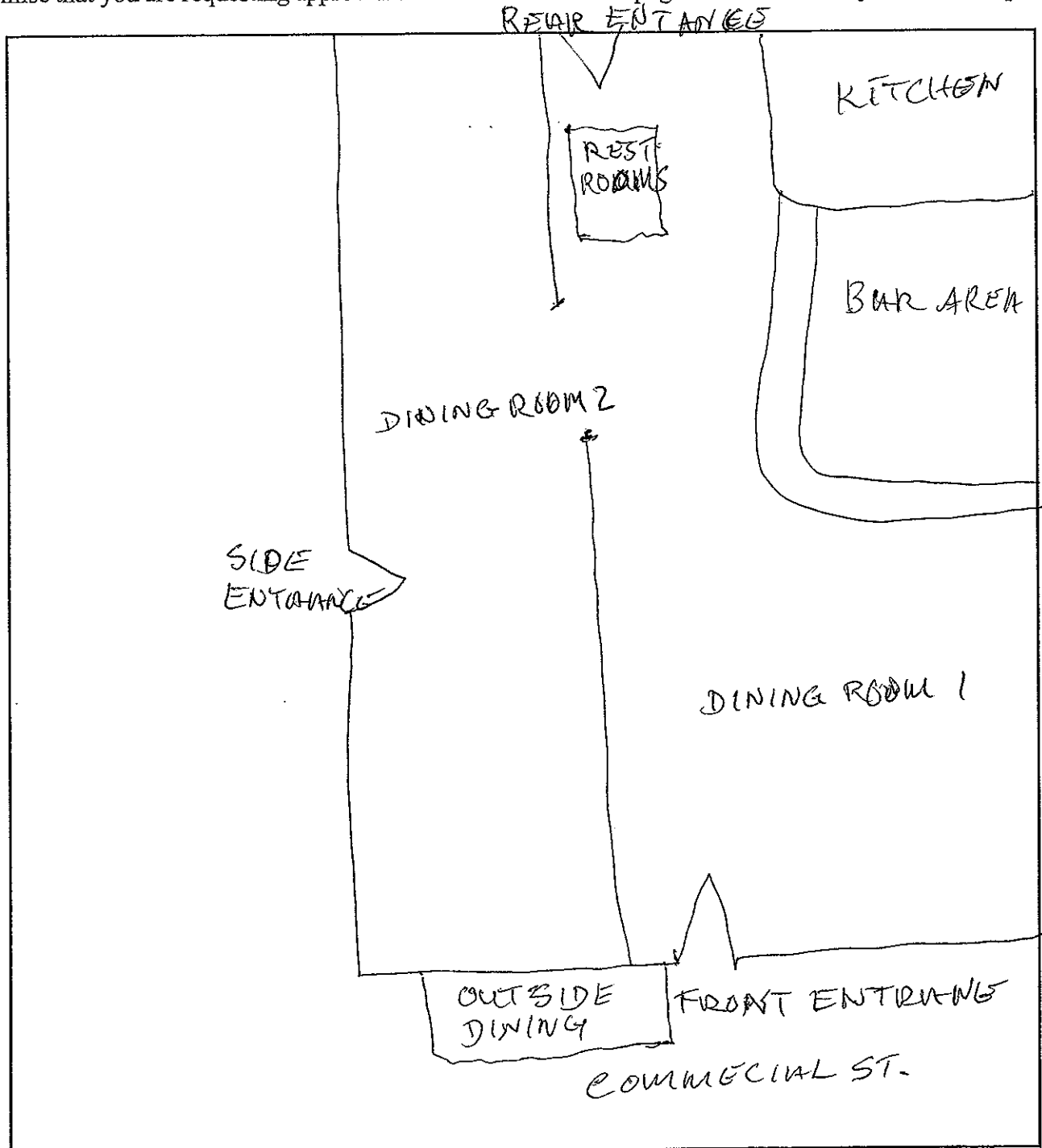
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: ~~KHANHLY T. NGUYEN~~ KMK noodle house
2. Doing Business As, if any: OLD PORT NOODLE HOUSE
3. Date of filing with Secretary of State: _____ State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
KHANHLY T. NGUYEN	290 RAY ST. PORTLAND, ME 04103	2-5-82	OWNER	100%

(Ownership in non-publicly traded companies must add up to 100%.)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 19, 2022

SUBJECT: Order 78-22/23 Granting Municipal Officers' Approval of Eighteen Exchange LLC, dba Papi Portland. Application for Class I FSE at 10 Exchange Street - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/7/22. New City and State applications. Location was previously LuLuLemon.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.10.03_Papi Portland
2. Papi Portland_Council Packet

Prepared by:

Date: 09/19/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Eighteen Exchange LLC, dba Papi Portland. Application for Class I FSE at 10 Exchange Street

Date: September 6th, 2022

To:

Kate Snyder, Mayor
Pious Ali, At-Large
April Fournier, At-Large
Roberto Rodriguez, At-Large
Anna Trevorrow, District 1
Vitoria Pelletier, District 2
Tae Chong, District 3
Andrew Zarro District 4
Mark Dion, District 5

City of Portland
389 Congress St, Portland, ME 04101

From:

Eighteen Exchange
Papi Portland
18 Exchange Street
Portland, ME 04101

Subject: Letter of intent - Liquor License

Dear Sir/ Madame,

We hereby submit a letter of intent for a liquor license for Papi Portland at 18 Exchange Street. We look forward to bringing upscale Puerto Rican cocktails and cuisine to the Portland community.

If you have any questions concerning this matter, please feel free to contact me.

Sincerely,

Joshua Miranda



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Establishment Name (d/b/a):	Papi Portland Phone: 207-318-7815
Location Address:	18 Exchange St. Portland, ME 04101 Zip:
If new, what was formerly at this location:	Vital (LULU Lemm)
Mailing Address:	70 Box 4835 Portland, ME 04112 Zip:
Contact Person:	Joshua Miranda Phone: 207-318-7815
Contact Person Email:	jmiranda@blythandborrows.com
Manager of Establishment:	Joshua Miranda Date of Birth: 8/20/72 Phone: 207-318-7815
Owner of Premises (Landlord):	Joe Soler 10 Exchange St. Properties
Address of Premises Owner (Landlord):	10 Exchange St. Portland ME 04101 Zip:

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate Name	Corporate Mailing Address
*Eighteen Exchange St	18 Exchange St. Portland ME Zip: 04101

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Contact Person:	Joshua Miranda owner 8/20/72	Phone:	207-318-7815
Principal Officers	Title	Date of Birth	Residence Address
*Joshua Miranda	owner	8/20/72	5 Vagabond, Windham ME 04062

Class of Liquor License:	Class A Restaurant (1 FSE)
--------------------------	----------------------------

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	<i>(Latin staples, mofongo, empanada, rice & beans)</i>	
Please circle all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: <i>50%</i>	Generated from Alcohol: <i>50%</i>
Hours & days of operation:	<i>4pm - 1am Monday, Wed, Thurs, Fri, Sat, Sun</i>	
QUESTIONS		Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		☒ Y
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		☒ Y
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		☒ Y
Will you permit dancing after 1:00 a.m.?		☒ Y
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		☒ Y
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?		☒ Y
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		☒ Y
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		☒ Y
If Yes, please list business name(s) and location(s): <i>Blythe Burrows (26 Exchange) Via Vecchia (10 Dana)</i>		
Is any principal officer under the age of 21?		☒ Y
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		☒ Y
If Yes, please explain: <i>fratticking in 2000</i>		

I, *JOSHUA MURRAY* do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

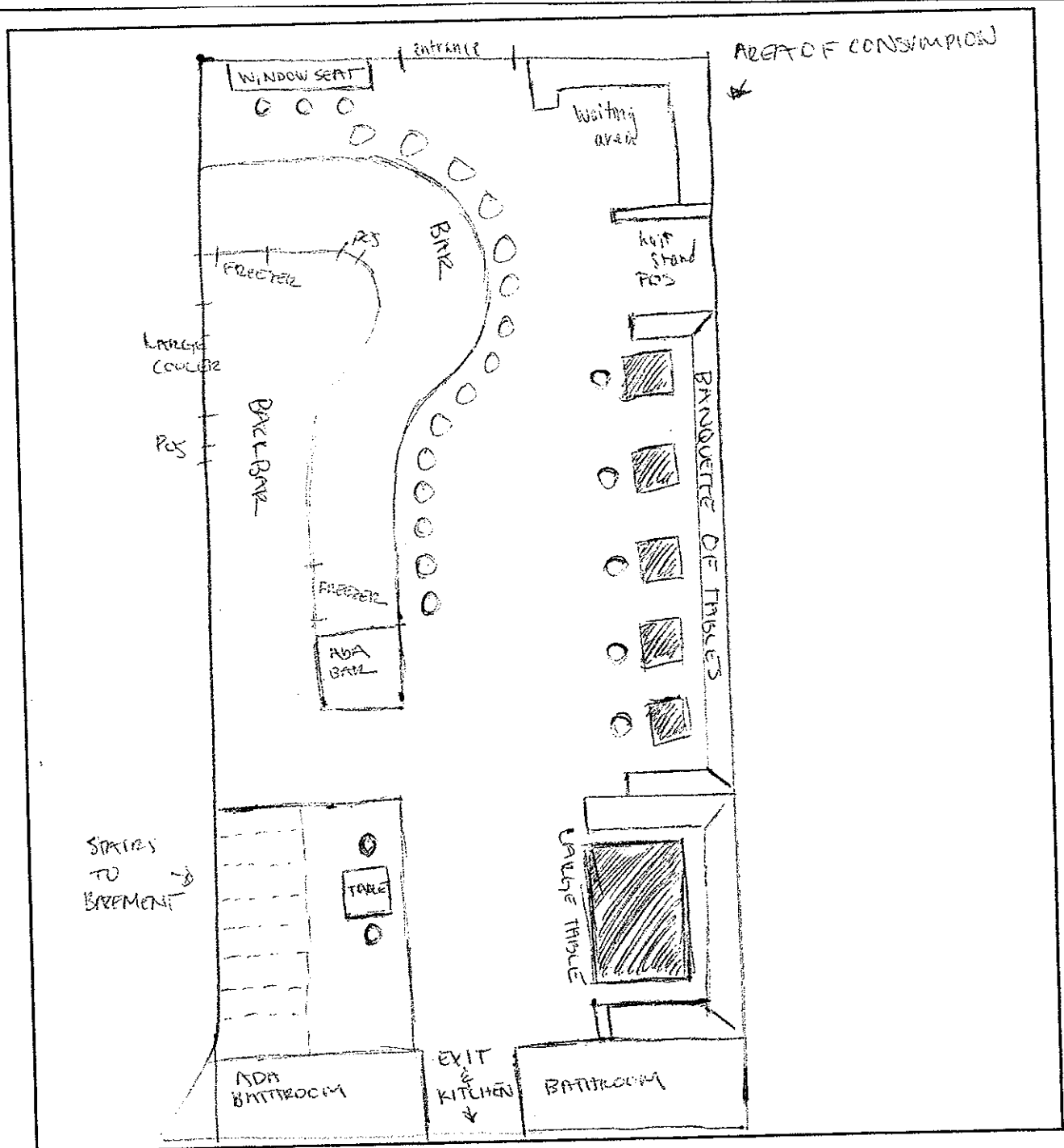
Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature *[Signature]* Title *Owner* Date *9/6/22*

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



COCTELES Y COCINA

PAPI

Portland, Maine

Manos HANDS

Cod Escabeche
onion, pepper, caper, young banana

\$

Empanada Beef & Cheese
two stuffed and fried

\$

Aleapuria
yucca, picadillo, aioli

\$

Empanada Guava
two stuffed and fried

\$

Chicken Pincho
caribbean spices, marinated, grilled

\$

Pastelon
plantain, picadello, cheese

\$

Platos DISHES

Pollo Guisao
chicken, tomato, onion, saffron

\$

Shrimp Mofungo
plantain, garlic sauce, chicharon

\$

Tostones
green plantain, bean, rice, avocado

\$

Pasteles
fish, pork, stuffing, banana leaf

\$

y mas & MORE

Plantain

Frijoles

Arroz

Yucca

COCTELES Y COCINA

PAPI

COCKTAIL WINE & BEER

Cocktail

Tall and Tan kiwi, manzanilla sherry, cachaca, limon, black salt, crushed ice	\$
Viejito guava, rye, sage & cigar	\$
La Chancleta rican rum, rose hip, hibiscus, yellow chartreuse, lime	\$
Vega Baja pineapple rum, lavender, mavi, fernet	\$
Boriken Gold rums, pineapple, mango, calabaza, sweetened condensed coconut milk, bubbles, frozen	\$

Wine

Latin Sparkling	\$ \$
Latin White	\$ \$
Latin Red	\$ \$

Beer

Medalla	\$
Presidente	\$
Local Rotating	\$
Latin Lager	\$

coco rico, malta, jamaican cream soda



Zachary Lenhart <zlenhart@portlandmaine.gov>

Papi Portland

Zoning <zoning@portlandmaine.gov>

Wed, Sep 21, 2022 at 2:28 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Treasury Division <treasury@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erick@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>

Zoning has approved this with the following note,

Permit application, BLDC2021-02417, issued 05/24/2022, approved a change of use for this tenant space from retail to a bar. No further change of use is needed. According to Table 6-C of Chapter 14, a bar is a permitted use within the B-3 Zone.

Thanks,
Jon

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 3, 2022 at 5:00 P.M., virtually Eighteen Exchange LLC, dba Papi Portland. Application for Class I FSE at 10 Exchange Street - Sponsored by Danielle P. West, Interim City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



September 27, 2022

Eighteen Exchange LLC
P.O. Box 4835
Portland, ME 04112

Re: Eighteen Exchange LLC, dba Papi Portland. Application for Class I FSE at 10 Exchange Street

Dear Eighteen Exchange LLC:

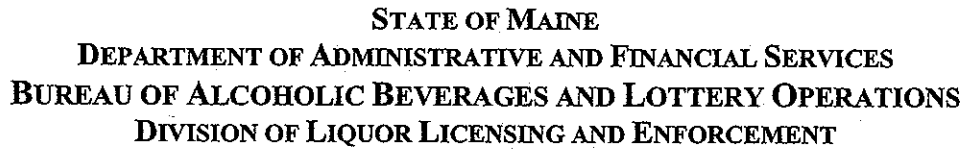
This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 3, 2022 at 5:00 p.m., for the review of application for Class I FSE at 10 Exchange Street. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on September 30, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): <i>Eighteen Exchange LLC</i>	Business Name (D/B/A): <i>Papi Portland</i>
Individual or Sole Proprietor Applicant Name(s): <i>Joshua Miranda</i>	Physical Location: <i>18 Exchange St, Portland ME</i>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address: <i>P.O. Box 4535, Portland ME</i>	Email Address: <i>joshua@rvoldport.com / jmiranda@blythandburrows.com</i>
Telephone # Fax #: <i>n/a</i> <i>207-318-7815</i>	Business Telephone # Fax #: <i>n/a</i> <i>207-318-7815</i>
Federal Tax Identification Number: <i>87-3177592</i>	Maine Seller Certificate # or Sales Tax #: <i>1227514</i>
Retail Beverage Alcohol Dealers Permit:	Website address: <i>https://www.papiportland.com</i>

1. New license or renewal of existing license? ☒ New Expected Start date: 8/30/22
☐ Renewal Expiration Date: _____
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: 500,000 Beer, Wine or Spirits: 500,000 Guest Rooms: _____
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|---|---|
| ☐ Restaurant
(Class I, II, III, IV) | ☒ Class A Restaurant/Lounge
(Class XI) | ☐ Class' A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

18 Exchange Street, Portland ME 04101

6. Is the licensee/applicant(s) citizens of the United States?

☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine?

☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Blyth & Burrows		26 Exchange St. Portland ME 04101
Via Vecchia		10 Dana St. Portland ME 04101

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Joshua Miranda	8/20/72	Portland, ME

Residence address on all the above for previous 5 years

Name	Address:
Joshua Miranda	5 Vagabond Way, Windham, ME 04092
Name	Address:
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☒ Yes ☐ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: Joshua Miranda Date of Conviction: 2000

Offense: trafficking Location: Maine

Disposition: suspended sentence, probation

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Joe Soler 10 Exchange St. Portland, ME 04101

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

One room bar. The entire bar of 15 seats, the window seats, the banquet hall
running down the opposite wall of the bar and the large booth at the back
of the room.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Portland High School

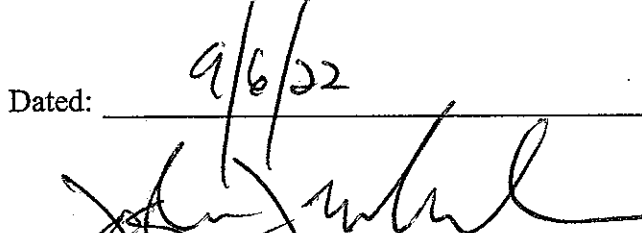
Distance: .3 miles.

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 9/6/22



Signature of Duly Authorized Person

JOSEPH J MIRANDA

Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

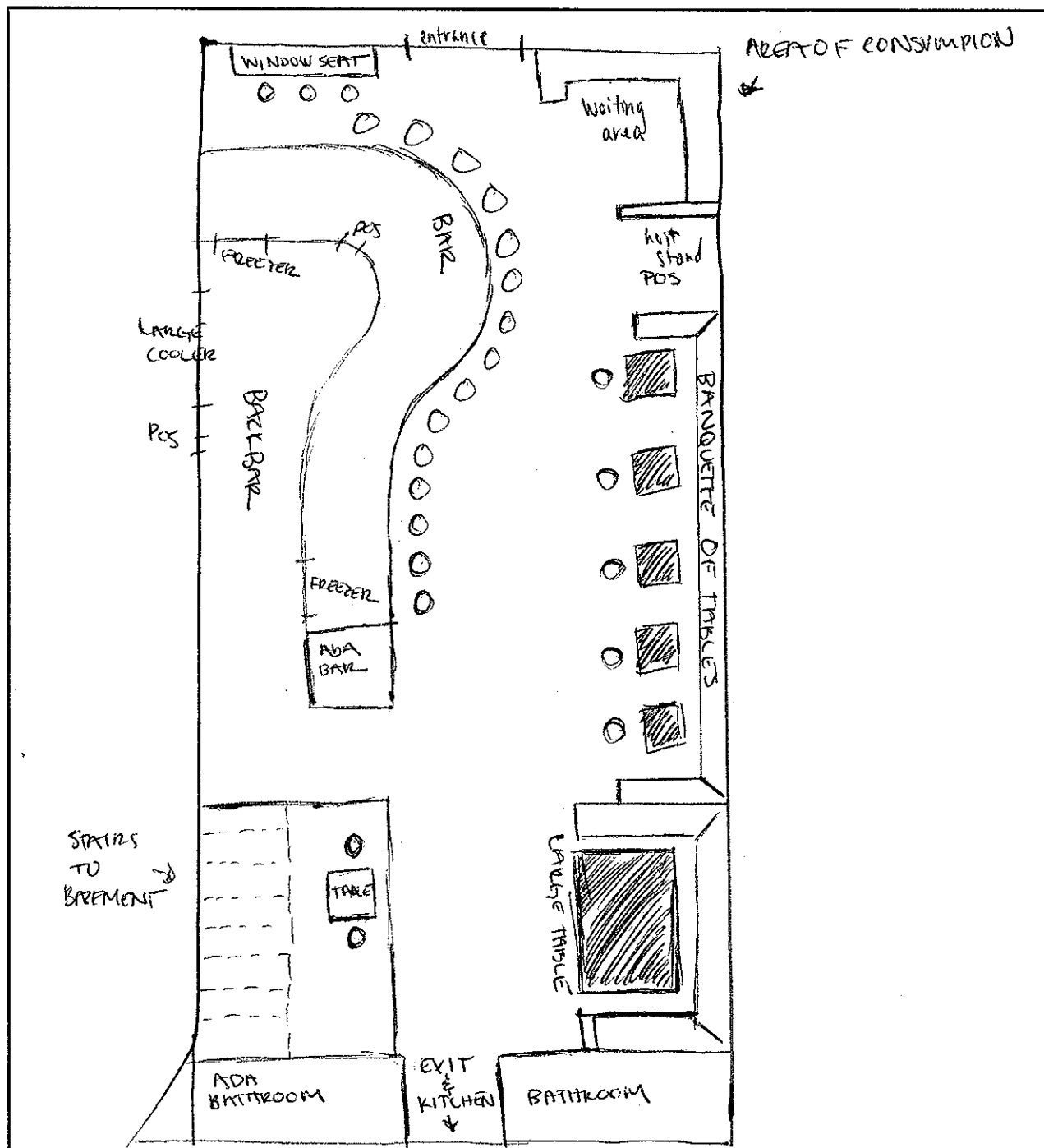
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Eighteen Exchange LLC
2. Doing Business As, if any: Papi Portland
3. Date of filing with Secretary of State: 9/16/22 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Joshua Miranda	5 Vagabond Way, Windham ME 04062	8/20/72	owner	100%

(Ownership in non-publicly traded companies must add up to 100%.)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 19, 2022

SUBJECT: Order 79-22/23 Granting Municipal Officers' Approval of Root Wild LLC, dba Root Wild. Application for Class A Lounge with Outdoor Dining on Private Property and Indoor Entertainment at 135 Washington Avenue - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/7/22. New City and State applications. Establishment currently holds Brewery/Winery/Distillery On-Premise Consumption with Private Outdoor Dining and Indoor Entertainment.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.10.03_Root Wild
2. Root Wild_Council Packet

Prepared by:

Date: 09/19/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Root Wild LLC, dba Root Wild. Application for Class A Lounge with Outdoor Dining on Private Property and Indoor Entertainment at 135 Washington Avenue



SENT VIA HAND-DELIVERY

September 7, 2022

Mayor Kate Snyder
Portland City Council
389 Congress Street
Portland, ME 04101

Re: Root Wild LLC – Application for City Food Establishment with Alcoholic Beverages License (Class A Lounge)

Dear Mayor Snyder and City Council Members:

I am writing to inform you that, on behalf of Root Wild LLC ("**Root Wild**"), Root Wild has applied for a City Food Service Establishment with Alcoholic Beverages License (Class A Lounge) in connection with Root Wild's brewery and tasting room location at 135 Washington Avenue in Portland's East Bayside neighborhood. Root Wild currently holds a City Brewery, Distillery, or Winery License. Root Wild also intends to apply for a City Outdoor Dining Permit on Private Property and a State On-Premises Retail Liquor License (Class A Lounge).

Root Wild plans to continue selling its own malt beverage products for on-premises consumption and off-premises consumption and to use the City Food Service Establishment with Alcoholic Beverages License (Class A Lounge) to start selling other manufacturers' beer, wine, and spirits for on-premises consumption. Root Wild will also start to sell limited food offerings, which will include hummus and cheese plates.

Accordingly, please find enclosed for your review, consideration, and anticipated approval the following documents in connection with Root Wild's application for the City Food Service Establishment with Alcoholic Beverages License, together with the applications for the related state and local licenses and permits:

1. Application for City Food Service Establishment with Alcoholic Beverages License
 - (a) Diagram of Brewery Premises and Retail Premises (8 ½" x 11")
 - (b) Lease Agreement
 - (c) Check for Payment of Fees (\$3,132)
 - (i) New Application (\$45), Health Inspection (\$150), Legal Advertisement Deposit (\$100), Criminal History Background Check (\$63 (\$21/person)), and City Liquor License Fee (Class A Lounge) (\$2,774).
2. Supplemental Application for Outdoor Dining Permit on Private Property
 - (a) Plot Plan (8 ½" x 11") – Lot Lines and Street Location
 - (b) Location of Proposed Outdoor Dining Area and its Components
 - (i) Space Dimensions, including Square Footage
 - (ii) Tables/Chairs
 - (iii) Fences/Barriers
 - (iv) Egress Dimensions
 - (c) Drawing, Photo, or Specifications of Any Proposed Barrier

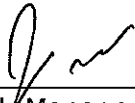
- (d) Check for Payment of Fees (\$225)
 - (i) License Fee (\$125) and Legal Advertisement Deposit (\$100)

3. Application for State On-Premises Retail Liquor License (Class A Lounge) (Class X)

- (a) Diagram of Brewery Premises and Retail Premises (8 1/2" x 11")
- (b) Corporate Information Required for Business Entities Who Are Licensees – Root Wild LLC
- (c) Check for Payment of Fees (\$2,210)
 - (i) Filing Fee (\$10) and License Fee (\$2,200)

Thank you very much for your time and consideration, and we very much look forward to receiving your anticipated approval of the enclosed applications.

Sincerely,



John R. Paul / Manager of Root Wild LLC



CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Establishment Name (d/b/a):	Root Wild LLC Phone: 207-303-9043
Location Address:	135 Washington Avenue, Portland, ME 04101 Zip:
If new, what was formerly at this location:	N/A
Mailing Address:	135 Washington Avenue, Portland, ME 04101 Zip:
Contact Person:	John R. Paul, Manager Phone: 207-468-4554
Contact Person Email:	john@rootwildkombucha.com
Manager of Establishment:	John R. Paul Date of Birth: 4/13/86 Phone: 207-468-4554
Owner of Premises (Landlord):	Fox Street, LLC
Address of Premises Owner (Landlord):	P.O. Box 715, South Freeport, ME 04078-0715 Zip:

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address

Corporate Name	Corporate Mailing Address
Root Wild LLC	135 Washington Avenue, Portland, ME 04101 Zip:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Contact Person:	John Paul	Phone: 207-468-4554	
Principal Officers	Title	Date of Birth	Residence Address
John R. Paul	Member and Manager	4/13/86	49 Ocean Greens Drive Saco, ME 04072
Thomas R. Madden	Member and Manager	5/14/86	74 Beech Ridge Road, Scarborough, ME 04074
Reid Emmerich	Member and Manager	3/29/78	14 Hamilton Street South Portland, ME 04106
Class of Liquor License:		Class A Lounge	

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
bl@portlandmaine.gov • www.portlandmaine.gov



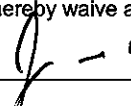
CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	Cheese and Hummus Plates	
Please circle all that will be served:	Beer X Wine X Liquor X	
Projected percentage of sales:	Generated from Food: 25%	Generated from Alcohol: 75%
Hours & days of operation:	M, Tu, W, Th. 12P.M.-7P.M., F, Sa. 12P.M.-8P.M., Su. 11A.M.-6P.M.	
QUESTIONS		Y/N
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?		Y/N No.
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?		Y/N No.
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)		Y/N No.
Will you permit dancing after 1:00 a.m.?		Y/N No.
Will you have outside dining? (If yes, an Outdoor Dining Application is required)		Y/N Yes.
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one). PRIVATE		
Will you have any amusement devices (pinball, video games, juke box)?		Y/N No.
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?		Currently Open
Does the Issuance of this license directly or indirectly benefit any City employee(s)?		Y/N No.
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?		Y/N Yes.
If Yes, please list business name(s) and location(s): Yes, Brewery - Alcohol On-Premises Liquor License 135 Washington Avenue, Portland, ME 04101		
Is any principal officer under the age of 21?		Y/N No.
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?		Y/N No.
If Yes, please explain:		

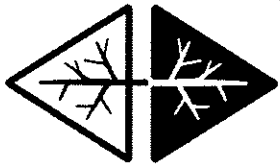
I, John R. Paul do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title Manager Date 08/24/2022

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557
bl@portlandmaine.gov • www.portlandmaine.gov



root wild
PORTLAND, MAINE

COCKTAILS

BOOCH MULE

GINGER KOMBUCHA, VODKA & LEMON JUICE

GINGER SMASH

GINGER KOMBUCHA, BOURBON, HONEY & FRESH LEMON

BLUE GIN FIZZ

BLUEBERRY KOMBUCHA, VODKA & LEMON JUICE

BLUE BASIL GIMLET

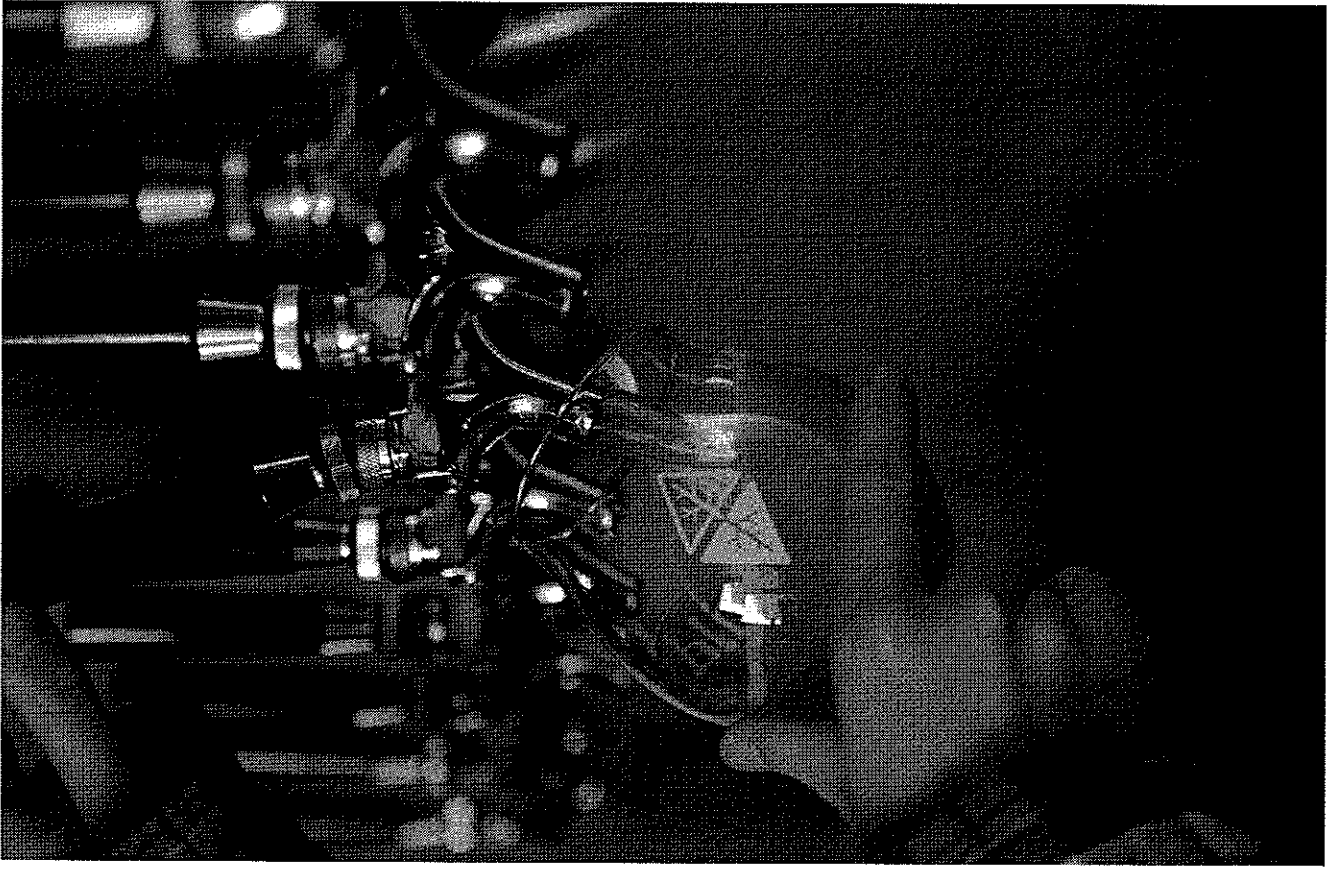
BLUEBERRY KOMBUCHA, VODKA, BASIL SYRUP, LEMON & SODA

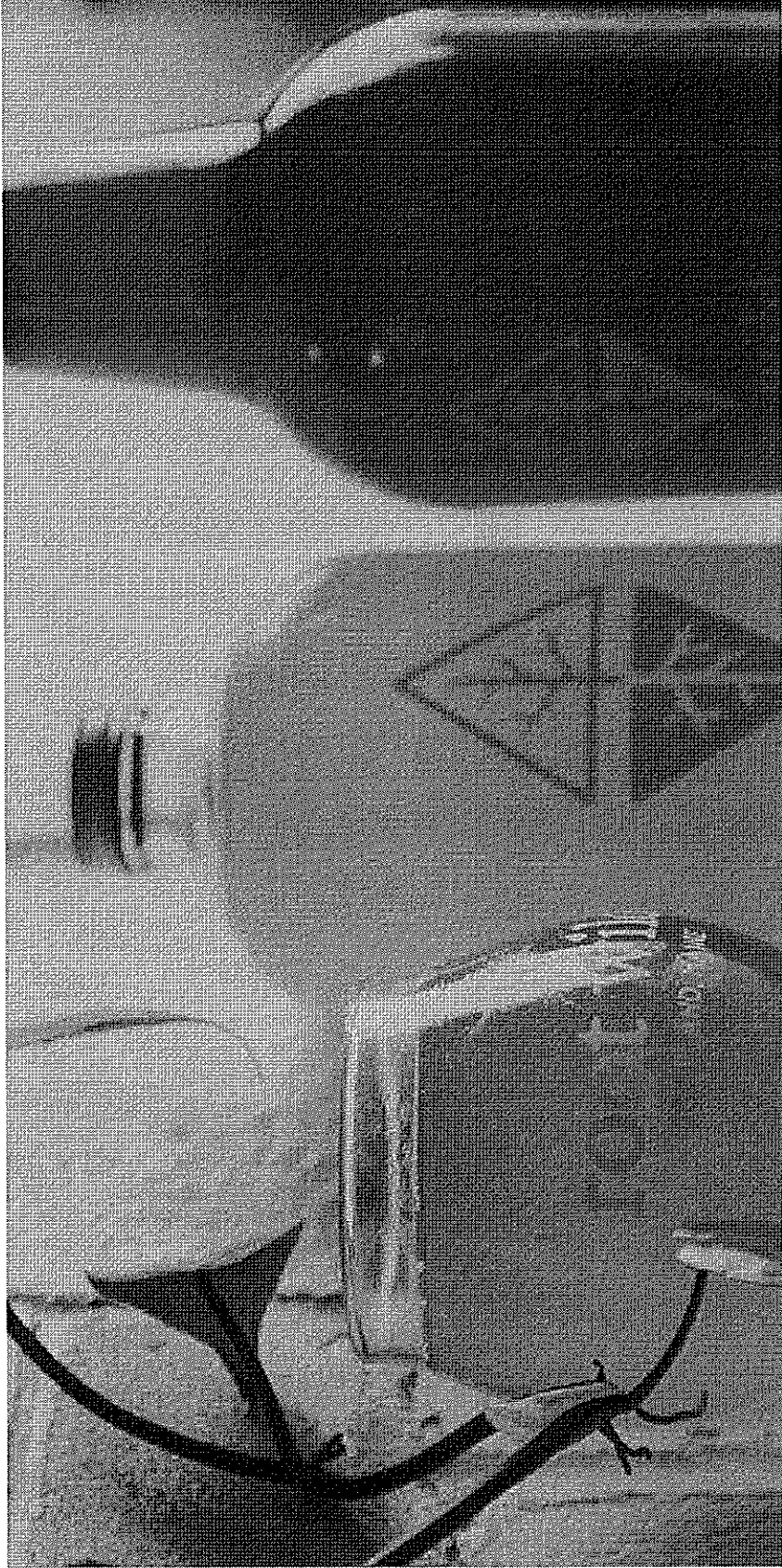
WILD PALOMA

GRAPEFRUIT KOMBUCHA, TEQUILA, SODA, LIME JUICE & SALTED RIM

PINEAPPLE PUNCH

PINEAPPLE KOMBUCHA, WHITE RUM, DARK RUM, OJ & COCONUT





SMALL BITES & SNACK

- **HUMMUS PLATE** : fresh hummus, chopped veggies, kalamata olives & pita bread
- **PRETZELS**: w/ whole grain mustard
- **CHEESE BOARD** : rotating (3) cheese plate w/ spicy honey, sweet jam, assorted fruit & toast points
- **SPICY BAR MIX** : sweet & spicy mix

- **CHARCUTERIE** : rotating (3) cured-meat plate w/ whole grain mustard, fig jam, pickled onion, mixed nuts & toast points



root wild
PORTLAND, MAINE



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Private Property
Supplemental Application**

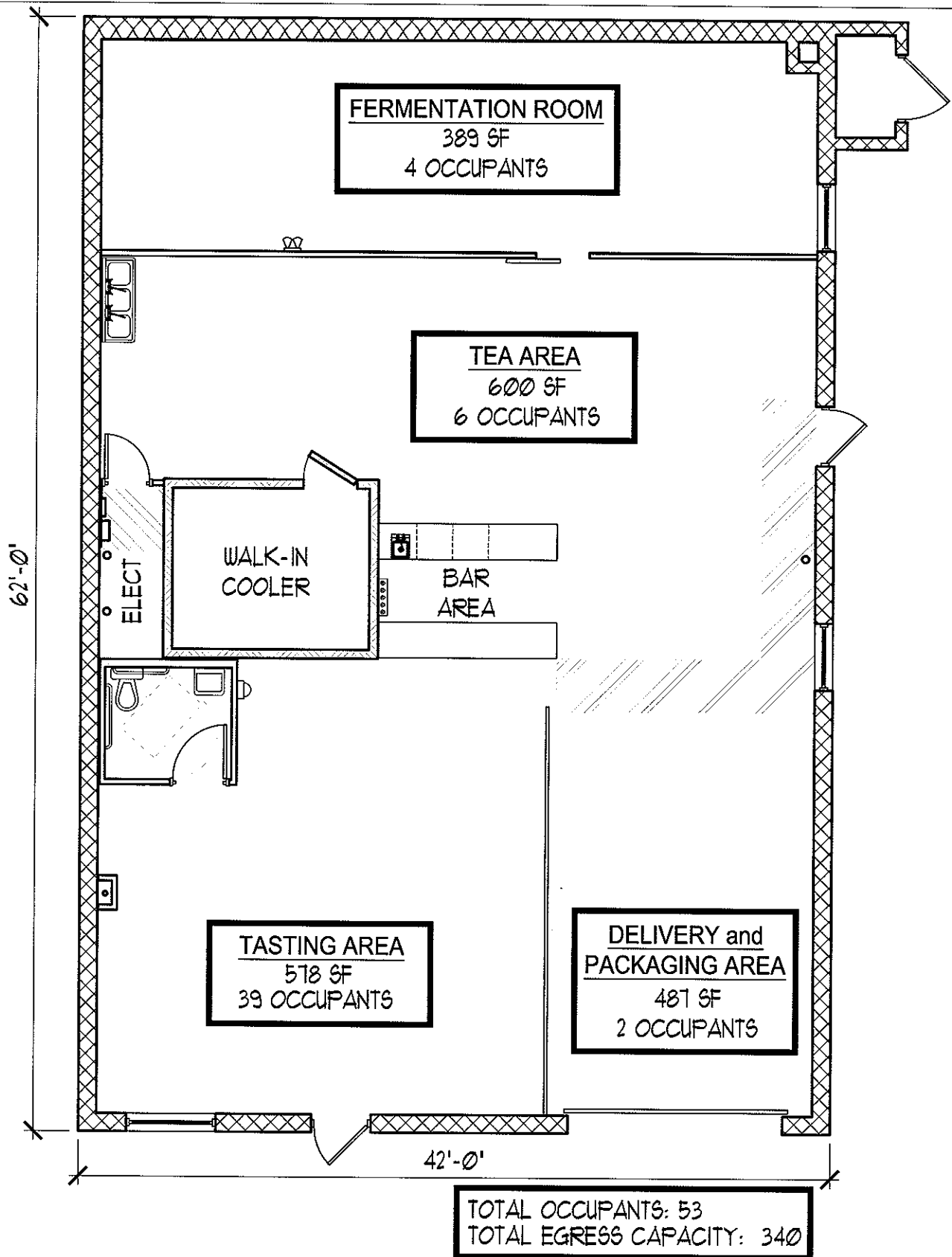
License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License

☒ Outdoor Dining on Private Property \$125.00 ☒ Legal Advertisement Deposit \$100.00

Business Information			
Business Name (d/b/a):	Root Wild LLC	Phone:	207-303-9043
Location Address:	145 Washington Avenue, Portland, ME	Zip:	04101
Mailing Address:	145 Washington Avenue, Portland, ME	Zip:	04101
Contact Person:	John R. Paul, Manager	Phone:	207-468-4554
Contact Person Email:	John R. Paul, Manager 207-468-4554		
Manager of Establishment:	John R. Paul Date of Birth: 4/13/1986	Phone:	207-468-4554
Owner of Premises (Landlord):	Fox Street, LLC		
Address of Premises Owner:	P.O. Box 715, South Freeport, ME	Zip:	04078-0715

Owner Information

Corporate Name		Corporate Mailing Address	
Root Wild LLC		135 Washington Avenue, Portland, ME Zip: 04101	
Contact Person:	John R. Paul	Phone:	207-468-4554
Principal Officers	Title	Date of Birth	Residence Address
John R. Paul	Member and Manager	4/13/1986	49 Ocean Greens Drive, Saco, ME 04072
Thomas R. Madden	Member and Manager	5/14/1986	74 Beech Ridge Road, Scarborough, ME 04074
Reid Emmerich	Member and Manager	3/29/1978	14 Hamilton Street, South Portland, ME 04106



PORT CITY
ARCHITECTURE

ROOT WILD

135 WASHINGTON AVE, PORTLAND, ME

FLOOR PLAN LAYOUT

Ref Dwg:

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

Issued : 9/17/18

Revised :

A1



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	Food Service Establishment License with Alcoholic Beverages (Class A Lounge)
Type of food served:	Hummus and Cheese Plates
Please circle all that will be served:	Beer X Wine X Liquor X
Hours & days of operation:	M, Tu, W, Th. 12P.M.-7P.M., F, Sa. 12P.M.-8P.M., Su. 11A.M.-6P.M.
Number of Tables	
Number of Chairs	

Design and Construction

- If you are building a structure or adding impervious surface for the outdoor dining area please contact the Permitting and Inspections Department for permitting requirements at permitting@portlandmaine.gov or 874-8703.

Maintenance and Operations

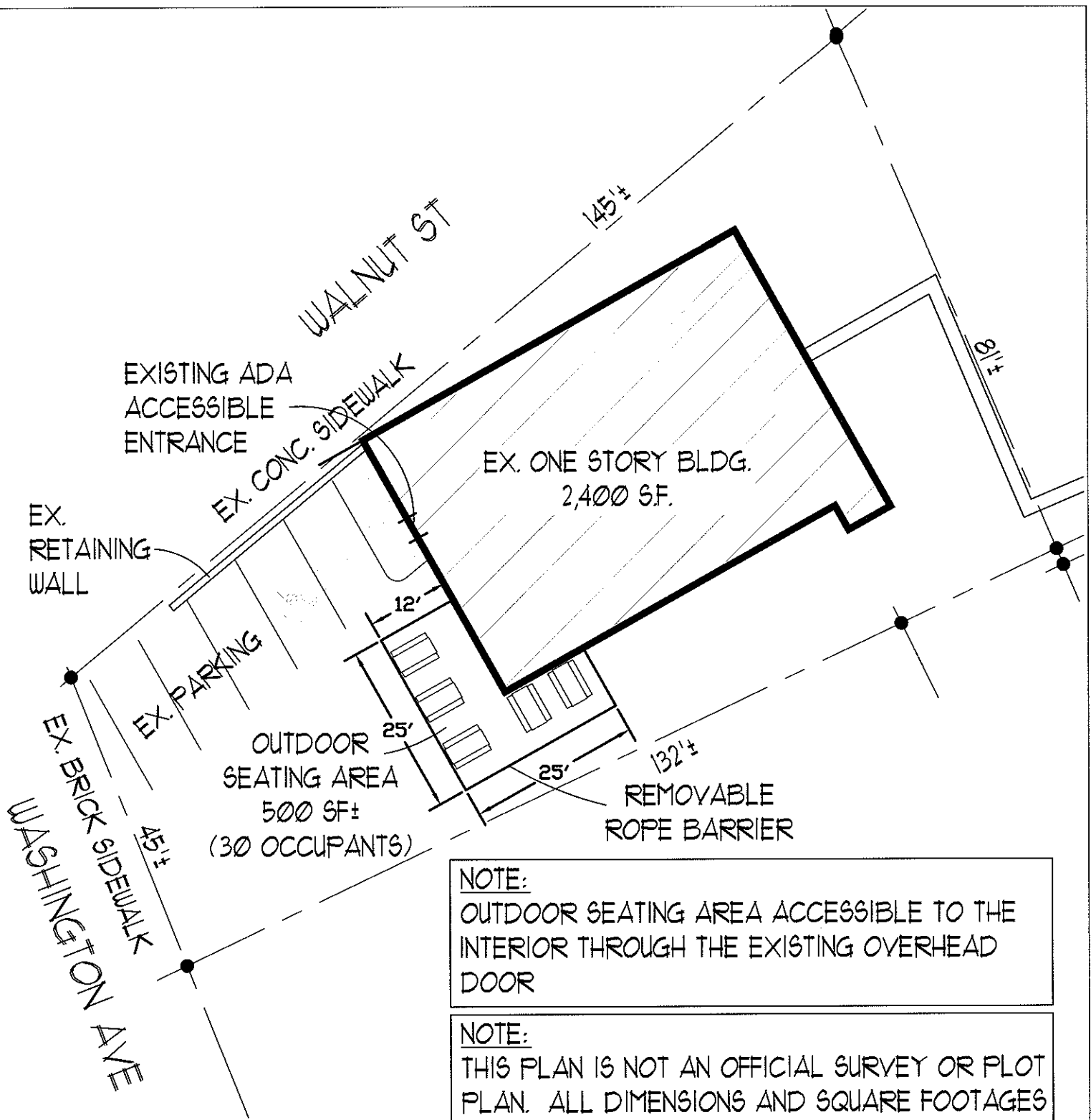
- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- No food shall be prepared in the designated outdoor dining area.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature _____ **Title** John R. Paul, Manager **Date** 08/24/2022

For Administrative Use Only

Amount: _____	Request Date /	Approval	Notes: _____
Date Paid: _____	FD: _____	/	_____
CC _____ CA _____ CK _____	Health: _____	/	_____
	PD: _____	/	_____
Amount: _____	PR: _____	/	_____
Date Paid: _____	Treasury: _____	/	_____
CC _____ CA _____ CK _____	Zoning: _____	/	_____



ROOT WILD

135 WASHINGTON AVE, PORTLAND, ME

SITE PLAN LAYOUT

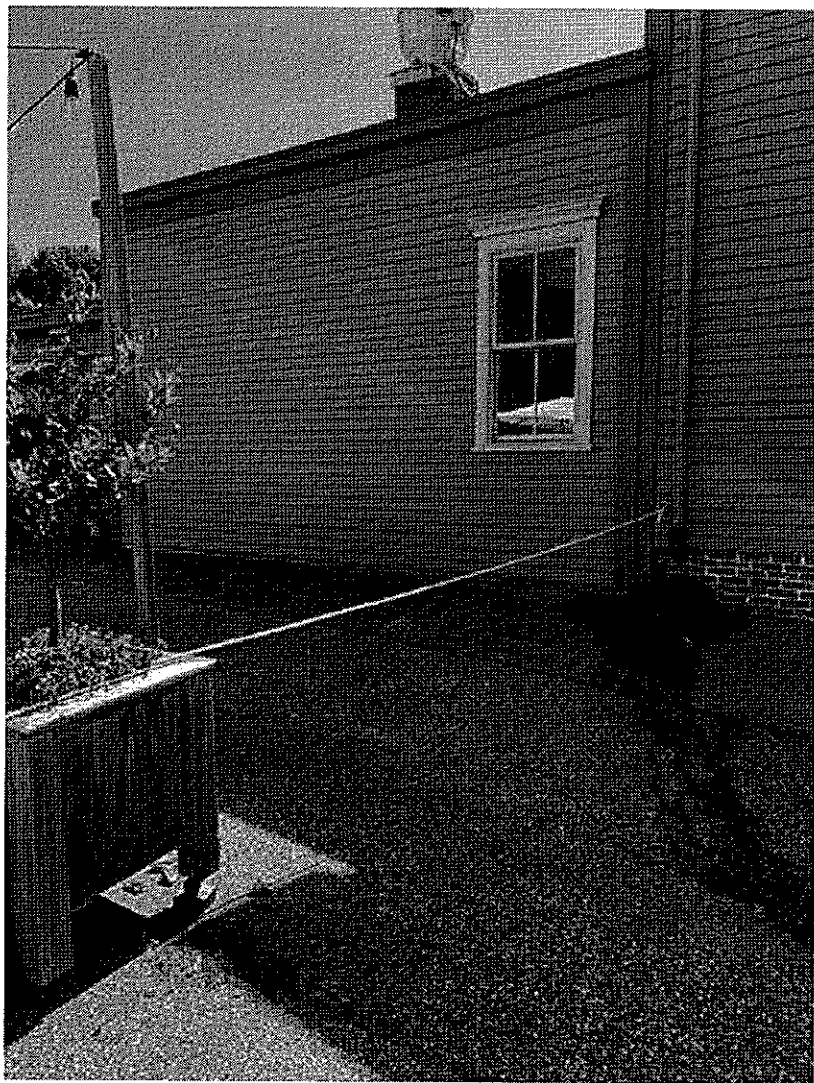
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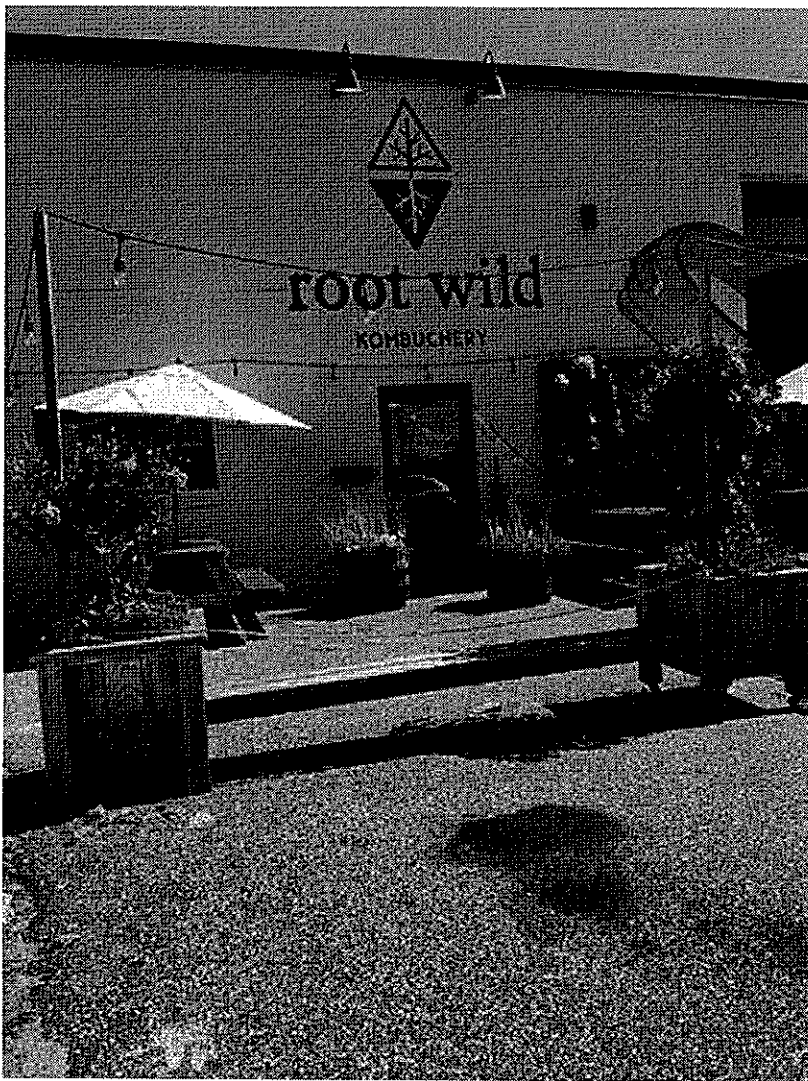
Scale: 1/8"=1'-0"

Issued : 9/17/18

Revised :

A2

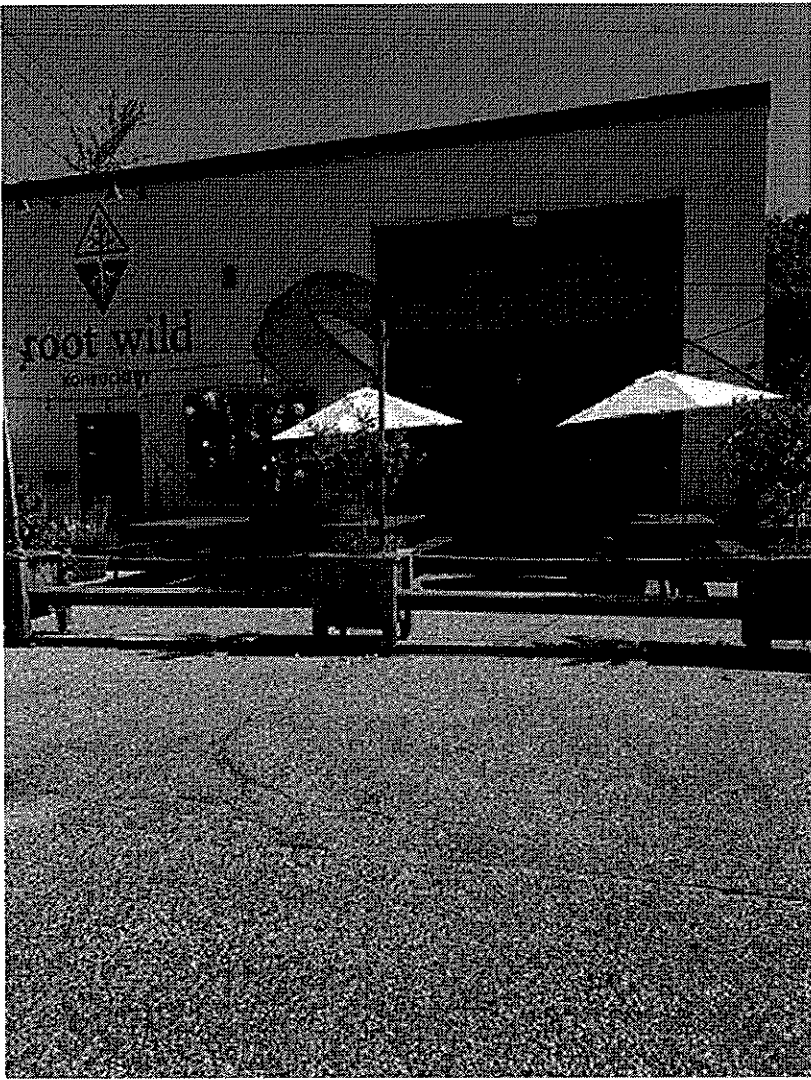














Zachary Lenhart <zlenhart@portlandmaine.gov>

Root Wild

Eric Nevins <erick@portlandmaine.gov>

Sat, Sep 17, 2022 at 5:34 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Approved

[Quoted text hidden]

--

Eric Nevins

Lieutenant

Portland Police Department

(207) 874-8513

Root Wild

Zoning <zoning@portlandmaine.gov>

Mon, Sep 19, 2022 at 11:14 AM

To: Zoning <zoning@portlandmaine.gov>

Cc: Treasury Division <treasury@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <ericn@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>

Zoning has signed off on this with the following note,

Permit 2018-00266, issued 03/29/2018, approved a change of use to kombucha tea manufacturing w/accessory retail and tasting room.

Thanks,
Jon

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 3, 2022 at 5:00 P.M., virtually Root Wild LLC, dba Root Wild. Application for Class A Lounge with Outdoor Dining on Private Property and Indoor Entertainment at 135 Washington Avenue - Sponsored by Danielle P. West, Interim City Manager

City of Portland | Permitting and Inspections
Zachary Lenhert, Licensing and Housing Safety Manager



September 27, 2022

Root Wild LLC
135 Washington Avenue
Portland, ME 04101

Re: Root Wild LLC, dba Root Wild. Application for Class A Lounge with Outdoor Dining on Private Property and Indoor Entertainment at 135 Washington Avenue

Dear Root Wild LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 3, 2022 at 5:00 p.m., for the review of application for Class A Lounge with Outdoor Dining on Private Property and Indoor Entertainment at 135 Washington Avenue. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on September 30, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhert
Licensing and Housing Safety Manager

Letter of Intent



CITY OF PORTLAND
Permitting and Inspections Department

100.00 Legal Fee

Application for an Entertainment License

☒ Indoor Entertainment \$500.00	☐ Outdoor Entertainment \$700.00	☐ Combined Entertainment \$800.00
☒ Sound Mitigation Fee \$150.00		

Business Information	
Establishment Name (d/b/a):	Root Wild LLC
Location Address:	135 Washington Ave Portland, ME
Owner Name:	John Paul
Owner Email:	info@rootwildkombucha.com
Contact Person responsible for Entertainment:	Reid Emmerich
Contact Person Email:	info@rootwildkombucha.com
Manager of Establishment:	Reid Emmerich
Manager Email:	Same as above

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:

Brewery with tasting room, light acoustic music played inside.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature [Signature] Title Member Date 6/29/2022

For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

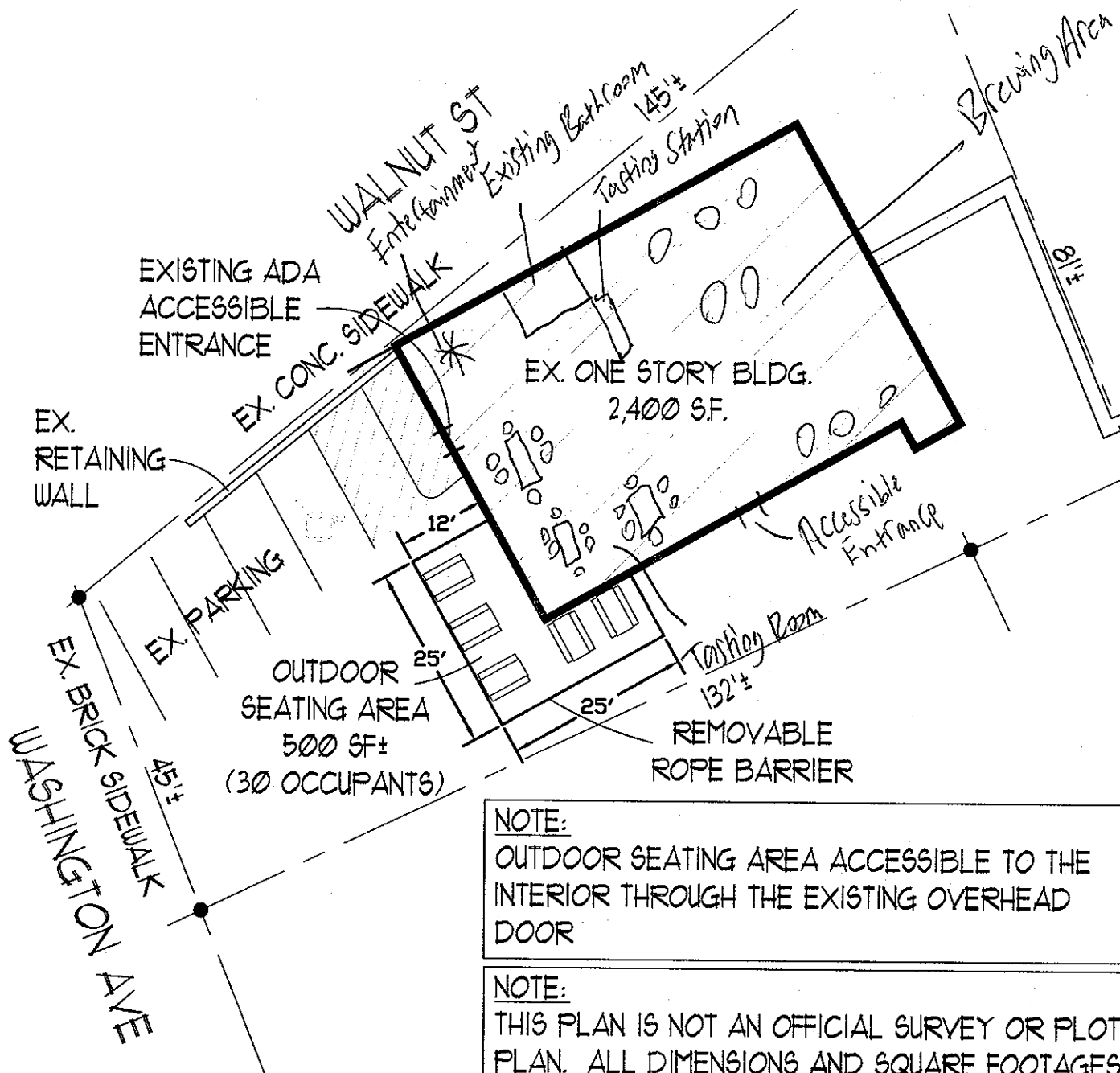
Sound Mitigation Plan for Root Wild Kombuchery

Sound System:

- **Portable Sound System, no installation**
- **Small 6 Channel Analog Mixer**
- **50 Watt Self Powered Speakers**

Sound Mitigation:

- **The sound system will be set up inside the building and pointed inside the building**
- **System will be monitored by event staff while in use**
- **The room in general is a small, calm gathering space as the business brews fermented tea. This is not an atmosphere that would promote loud music, the music will be light acoustic, to ensure that patrons can speak over the music and have conversations.**



NOTE:

OUTDOOR SEATING AREA ACCESSIBLE TO THE INTERIOR THROUGH THE EXISTING OVERHEAD DOOR

NOTE:

THIS PLAN IS NOT AN OFFICIAL SURVEY OR PLOT PLAN. ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE. THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY, FOR USE AS PART OF THIS PROJECT.



PORT CITY
ARCHITECTURE

ROOT WILD

135 WASHINGTON AVE, PORTLAND, ME

SITE PLAN LAYOUT

Ref Dwg:

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

Issued : 9/7/18

Revised :

A2

City of Portland

Sound Mitigation Review

Date: 7/21/2022

Business Root Wild LLC

Applicant John Paul

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features			
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Zachary Lenhart <zlenhart@portlandmaine.gov>

Root Wild - 135 Washington Ave

Glen McGary <glenm@portlandmaine.gov>

Wed, Jul 13, 2022 at 5:16 PM

To: Treasury Division <treasury@portlandmaine.gov>

Cc: Benjamin Pearson <bnp@portlandmaine.gov>, Christina Stacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erickn@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Zachary Lenhart <zlenhart@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PD approves

[Quoted text hidden]

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

Root Wild - 135 Washington Ave

Zoning <zoning@portlandmaine.gov>

Thu, Jul 14, 2022 at 3:06 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erick@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Kevin Schneck <kschneck@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Zachary Lenhert <zlenhert@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>, Glen McGary <glenm@portlandmaine.gov>

Zoning approves.

Thanks,
Jon

[Quoted text hidden]



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): Root Wild LLC	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 135 Washington Avenue, Portland, ME 04101
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: john@rootwildkombucha.com
Telephone # Fax #:	Business Telephone # Fax #: 207-468-4554
Federal Tax Identification Number: 82-4897428	Maine Seller Certificate # or Sales Tax #: 1193844
Retail Beverage Alcohol Dealers Permit: N/A - per Mr. Larry Sanborn	Website address: www.rootwildkombucha.com

1. New license or renewal of existing license? ☒ New Expected Start date: ASAP
- ☐ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
- Food: 25% Beer, Wine or Spirits: 75% Guest Rooms: N/A

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
- ☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| ☐ Restaurant
(Class I, II, III, IV) | ☐ Class A Restaurant/Lounge
(Class XI) | ☒ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

135 Washington Avenue, Portland, ME 04101

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No
7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format) Please see attached list.

Name of Business	License Number	Complete Physical Address
Lone Pine Brewing		219 Anderson St. #4 Portland, ME 04107

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
John R. Paul	4/13/1986	Biddeford, ME
Thomas M. Madden	5/14/1986	Portland, ME
Reid Emmerich	3/29/1978	Warwick, NY
Residence address on all the above for previous 5 years		
Name John R. Paul	Address: 49 Ocean Greens Drive, Saco, ME 04072 181 Smutty Lane, Saco, ME 04072	
Name Thomas M. Madden	Address: 74 Beech Ridge Road, Scarborough, ME 04072 342 Lincoln Street, Saco, ME 04072	
Name Reid Emmerich	Address: 14 Hamilton Street, South Portland, ME 04106	
Name	Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Fox Street, LLC, P.O. Box 715, Freeport, ME 04078-0715

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: N/A

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

The licensed premises will consist of a tasting room / bar with indoor and outdoor seating areas, both of which seating areas will be located on private property.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Missio Dei Church, 94 Washington Avenue, Portland, ME 04101

Distance: 530 ft.

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink

Dated: 9/7/2022


Signature of Duly Authorized Person

Signature of Duly Authorized Person

John R. Paul, Manager
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

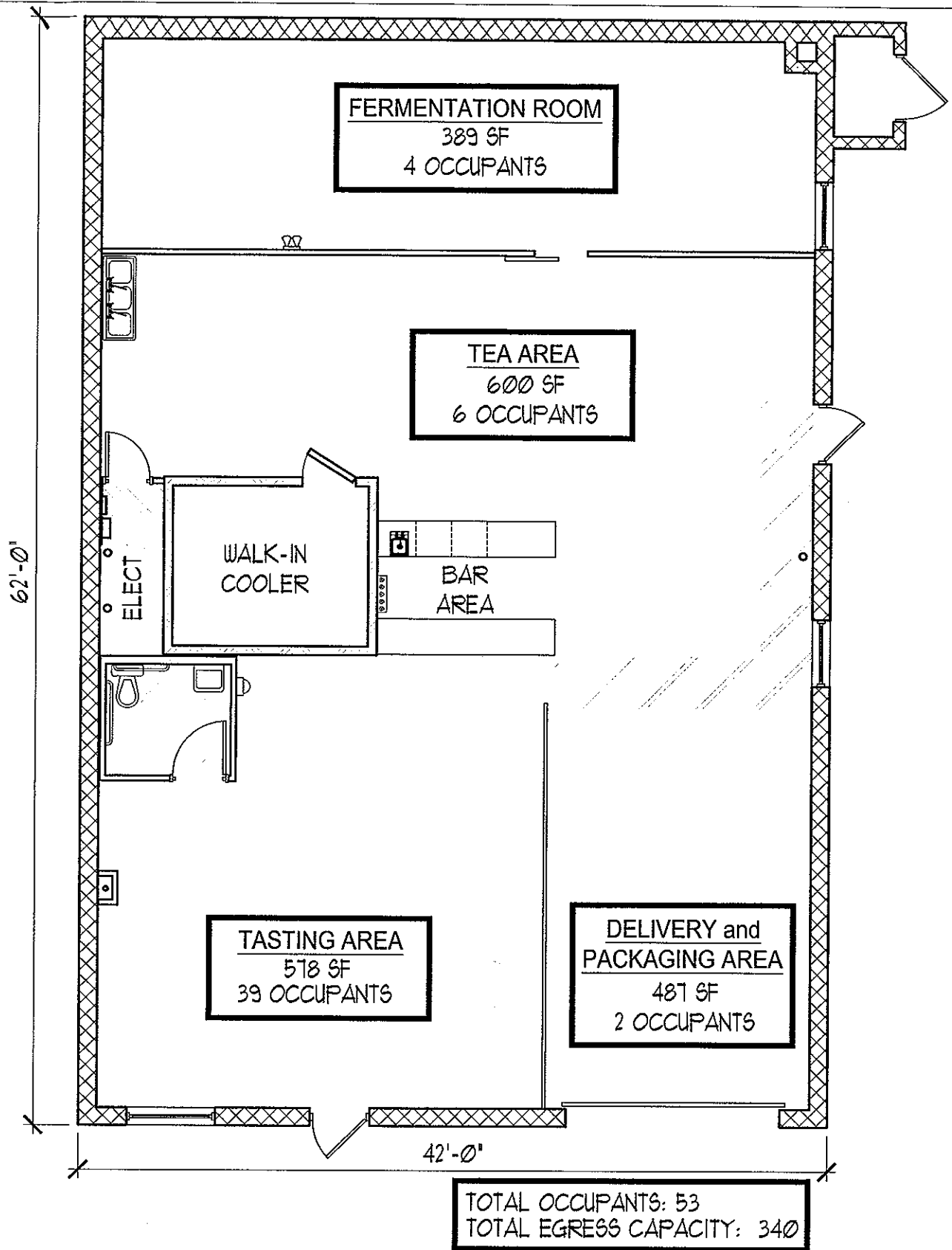
<u>Class of License</u>	<u>Type of liquor/Establishments included</u>	<u>Fee</u>
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.

Please see attached diagram.



PORT CITY
ARCHITECTURE

ROOT WILD

135 WASHINGTON AVE, PORTLAND, ME

FLOOR PLAN LAYOUT

Ref Dwg:

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

Issued : 9/17/18

Revised :

A1

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Root Wild LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 2/8/2018 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
John R. Paul	49 Ocean Greens Drive, Saco, ME 04072 181 Smutty Lane, Saco, ME 04072	4/17/1986	Manager and Member	30.00%
Thomas M. Madden	74 Beech Ridge Road, Scarborough, ME 04074 342 Lincoln Street, Saco, ME 04072	5/14/1986	Manager and Member	30.00%
Reid Emmerich	14 Hamilton Street, South Portland, ME 04106	3/29/1978	Manager and Member	40.00%

(Ownership in non-publicly traded companies must add up to 100%.)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 19, 2022

SUBJECT: Order 80-22/23 Granting Municipal Officers' Approval of Merveille Company LLC, dba Merveille Restaurant. Application for Class I FSE at 683 Forest Avenue - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 9/9/22. New City and State applications. Location was previously Shawarma & Kebab House.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2022.10.03_Merveille Restaurant

2. Merveille Restaurant_Council Packet

Prepared by:

Date: 09/19/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF
PORTLAND**
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Merveille Company LLC, dba Merveille Restaurant. Application for Class I FSE at 683
Forest Avenue**

Date: 9/1/2022

LILIANA MUNGONGO DA SILVA
1993 Congress Street
Portland, ME 04102

ATTN: To The Mayor
and Members of the City Council ✓
City of Portland
Maine, United States of America

RE: Letter of intent

It is with great pleasure that I am writing this letter to share with you the project that I have.

Indeed, I embraced commerce, trading and business at an early age in Africa. Coming out from a humble family, armed with a very strong will to succeed in life, my beginning was hard. I endured the hardship from selling water in the street to becoming one of the prominent businesswomen in Luanda, Angola.

I became a role-model and led many other women into the field of business. I traveled to more than 20 countries around the world; due to political unrest, I finally rested my luggages in the USA.

Last year, my work permit finally came out and I started working for a production company and started contributing back to the community (Maine) that hosted, provided for me and my family.

Backed up with my strong experience from Africa, I would like to start a new adventure here in Portland where I was able to secure a space on Forest Avenue where I want to start providing foods and drinks to the members of our community. We will be selling international foods so that the native americans can taste and discover new culture and at the same time the very busy newly african community can easily find their home foods when going to or coming back from work. A place where people from different cultures can meet and mingle.

I am humbly requesting that you grant me permission to embark on this new adventure.

Thanks and best regards

Liliana M. Da Silva



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Establishment Name (d/b/a):	Merveille Restaurant Phone: 203 543 8910
Location Address:	683 Forest Avenue, Portland ME Zip: 04102
If new, what was formerly at this location:	
Mailing Address:	683 Forest Avenue, Portland, ME Zip: 04102
Contact Person:	Liliana Mbilika Helena MUGINGA Phone: 203 543 8910 207 405 9760
Contact Person Email:	mariehelene6174@gmail.com lilianadasilva807@gmail.com
Manager of Establishment:	Date of Birth: 01/14/1968 09/06/1952 Phone: 203 543 8910 207 405 9760
Owner of Premises (Landlord):	AAS, LLC of 280 Park Str. & Abdul Ali of 280 Park St Lewiston, ME 04240
Address of Premises Owner (Landlord):	280 Park Str. Lewiston, ME 04240 Zip: 04240

Sole Proprietor/Partnership Information (If Corporation, leave blank)

Name of Owner(s)	Date of Birth	Residence Address
Liliana M. Dasilva	01/14/1968	1393 Congress St Apt # 3 Portland, ME 04102
Helena MUGINGA	09/06/1952	713 Washington Ave Apt # 1 Portland, ME 04103

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)

Corporate Name		Corporate Mailing Address	
Merveille Company LLC		683 Forest Ave, Portland, ME Zip: 04102	
Contact Person:	Liliana M Dasilva Helena MUGINGA	Phone:	203 543 8910 207 405 9760
Principal Officers	Title	Date of Birth	Residence Address
Liliana M Dasilva	Co-owner	01/14/1968	1393 Congress St. Apt B Portland, ME 04102
Helena MUGINGA	Co-owner	09/06/1952	713 Washington Ave Apt 1 Portland, ME 04103
Class of Liquor License:		1 FSE	



CITY OF PORTLAND
Permitting and Inspections Department

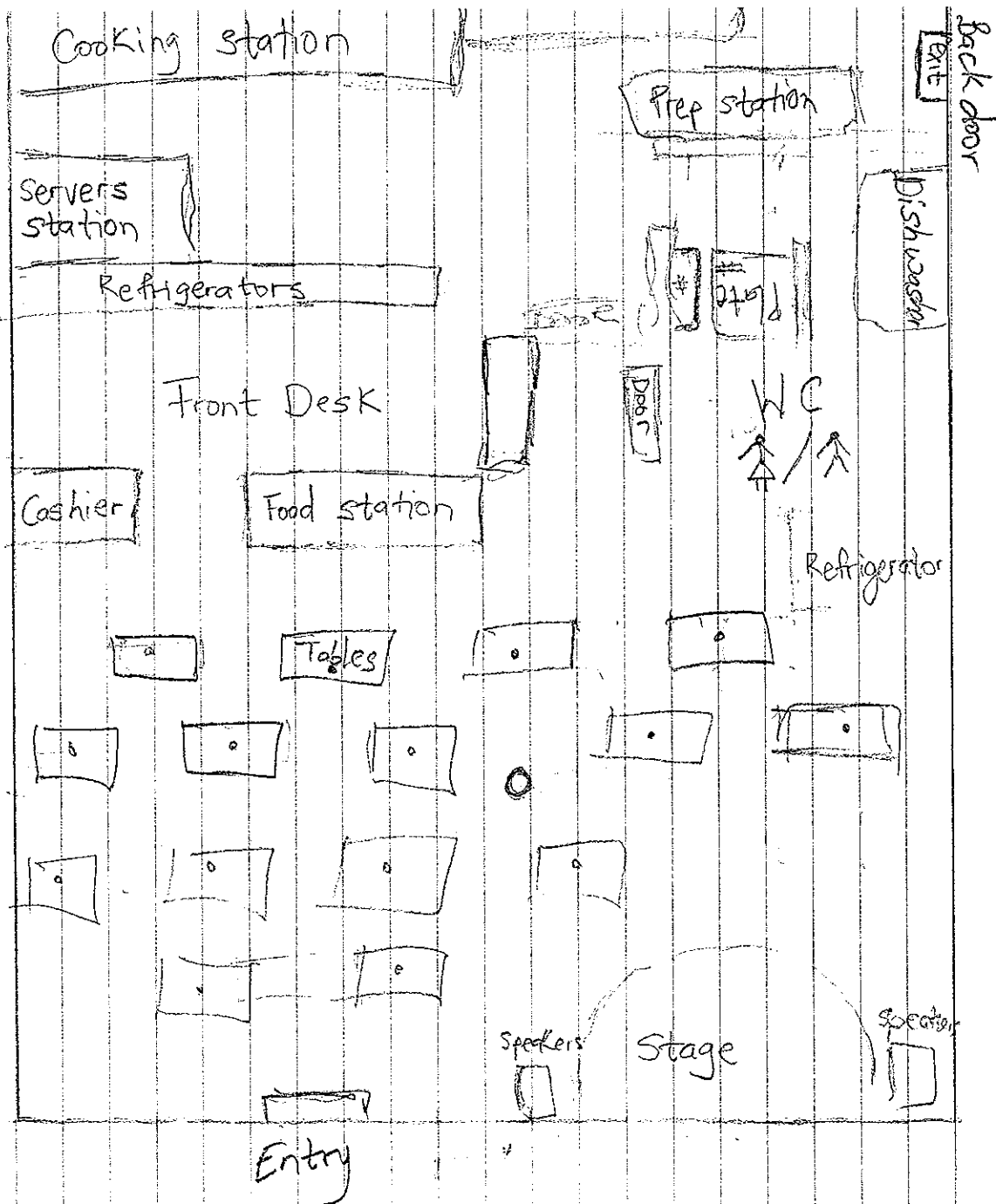
Type of food served:	<u>African Food</u>		
Please circle all that will be served:	Beer ☒ Wine ☒ Liquor ☒		
Projected percentage of sales:	Generated from Food: <u>90%</u>	Generated from Alcohol: <u>30%</u>	
Hours & days of operation:	<u>09:00 Am - 12:00 Pm</u>		
QUESTIONS			
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?			☒ Y ☐ N
If No, please explain:			
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?			☒ Y ☐ N
If yes, give the distance:			
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)			☒ Y ☐ N
Will you permit dancing after 1:00 a.m.?			☒ Y ☐ N
Will you have outside dining? (If yes, an Outdoor Dining Application is required)			☒ Y ☐ N
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).			
Will you have any amusement devices (pinball, video games, juke box)?			☒ Y ☐ N
If yes, please list: # of amusements: _____ # of pool tables: <u>1</u>			
What is your targeted opening date? <u>9/7/2022</u>			
Does the Issuance of this license directly or indirectly benefit any City employee(s)?			☒ Y ☐ N
If Yes, list name(s) of employee(s) and department(s):			
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?			☒ Y ☐ N
If Yes, please list business name(s) and location(s):			
<u>Helena Gore, 671 Forest Avenue, Portland 04103</u>			
Is any principal officer under the age of 21?			☒ Y ☐ N
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?			☒ Y ☐ N
If Yes, please explain:			

I, Helena M. Dasilva do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Helena Dasilva / Helena Mwanga Title Owners Date 8/24/22



Menu

Food

CanSara leaves

Fumbua

Goat meat

Fish (on soup, fried and grill)

Plantain

Potato

Beans

Rice

Fufu

Bolinho

Chicken (on soup and grill)

Sopa de Feijão

Salad

Kikwangwa

Beverage

Water

Coke

Juice

Seagrams

Guinness

Corona

Ginger Ale

Fanta

Mike

Xbrinken

Wine

Whisky

Bud Light

Bud Wiser

Lemonade



Zachary Lenhart <zlenhart@portlandmaine.gov>

Merveille Restaurant

Eric Nevins <erich@portlandmaine.gov>

Sat, Sep 17, 2022 at 5:33 PM

To: Zachary Lenhart <zlenhart@portlandmaine.gov>

Approved

[Quoted text hidden]

--

Eric Nevins

Lieutenant

Portland Police Department

(207) 874-8513

Merveille Restaurant

Zoning <zoning@portlandmaine.gov>

Wed, Sep 21, 2022 at 3:04 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhart <zlenhart@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, Eric Nevins <erich@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>

Zoning has signed off on this with the following note:

Permit application, 2018-00029, issued 02/07/2018, approved a change of use to a restaurant. According to Table 6-C of Chapter 14, a Class A Restaurant (Class I liquor license) is a permitted use in the B-2b Zone.

Thanks,
Jon

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on October 3, 2022 at 5:00 P.M., virtually Merveille Company LLC, dba Merveille Restaurant. Application for Class I FSE at 683 Forest Avenue - Sponsored by Danielle P. West, Interim City Manager

City of Portland | Permitting and Inspections
Zachary Lenhart, Licensing and Housing Safety Manager



September 27, 2022

Merveille Company LLC
683 Forest Avenue
Portland, ME 04102

Re: Merveille Company LLC, dba Merveille Restaurant. Application for Class I FSE at 683 Forest Avenue

Dear Merveille Company LLC:

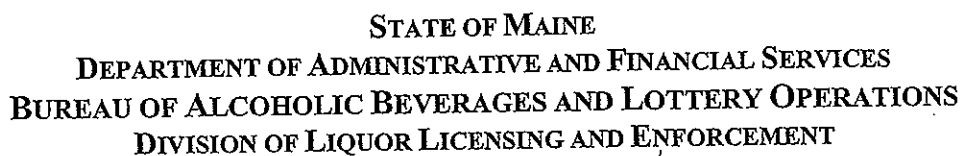
This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday October 3, 2022 at 5:00 p.m., for the review of application for Class I FSE at 683 Forest Avenue. The meeting will take place in person and virtually. The link can be found on the Meeting Agenda which will be posted on the City Website on September 30, 2022.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A):
x <u>Menville Company LLC</u>	x <u>Menville Restaurant</u>
Individual or Sole Proprietor Applicant Name(s):	Physical Location:
	x <u>683 Forest Avenue</u>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address:
	x <u>Jilwanadasika80@gmail.com</u>
Telephone # Fax #:	Business Telephone # Fax #:
x <u>(203) 543-8910</u>	x <u>(203) 543-8910</u>
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
x <u>88-4015363</u>	x
Retail Beverage Alcohol Dealers Permit:	Website address:
x	x

x1. New license or renewal of existing license? ☒ New Expected Start date: 10/21/2022

☒

New

Expected Start date: 10/21/2022

☐

Renewal

Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: _____

×3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer)

Wine

☒

Spirits

4. Indicate the type of license applying for: (choose only one)

- ☒ Restaurant (Class I, II, III, IV) ☐ Class A Restaurant/Lounge (Class XI) ☐ Class A Lounge (Class X)
- ☐ Hotel (Class I, II, III, IV) ☐ Hotel – Food Optional (Class I-A) ☐ Bed & Breakfast (Class V)
- ☐ Golf Course (included optional licenses, please check if apply) (Class I, II, III, IV) ☐ Auxiliary ☐ Mobile Cart
- ☐ Tavern (Class IV) ☐ Other: _____
- ☐ Qualified Caterer ☐ Self-Sponsored Events (Qualified Caterers Only)

Refer to Section V for the License Fee Schedule on page 9

×5. Business records are located at the following address:

683 Forest Avenue Portland, Maine 04102

×6. Is the licensee/applicant(s) citizens of the United States? ☐ Yes ☒ No

×7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

×8. Is licensee/applicant(s) a business entity like a corporation or limited liability company? _____

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

×9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

- ✓10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

- ✓11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

- ✓12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Liliana da Silva	01/14/68	Angola
Helena Mugenga	09/06/1952	Angola

Residence address on all the above for previous 5 years	
Name: Liliana da Silva	Address: Centralidade do Kilamba Luanda/Angola
Name: Helena Mugenga	Address: Martires do Kifengondo Luanda/Angola
Name:	Address:
Name:	Address:

✓13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

✓14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

✓15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

✓16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☒ No

✓17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Abdul Ali 280 Park St Lewiston ME 04240

✕18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: N/A

✕19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

It's African Restaurant based in Portland, Maine.
The restaurant will offer authentic African food, drink,
dining table, a good music and comfortable environment.

✕20. What is the distance from the premises to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Deering High School

Distance: 0.7 mi

✕Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

→ Dated: 09 / 09 / 2022

→ Silva
Signature of Duly Authorized Person

Signature of Duly Authorized Person

→ Whiana Mongongo Da Silva
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

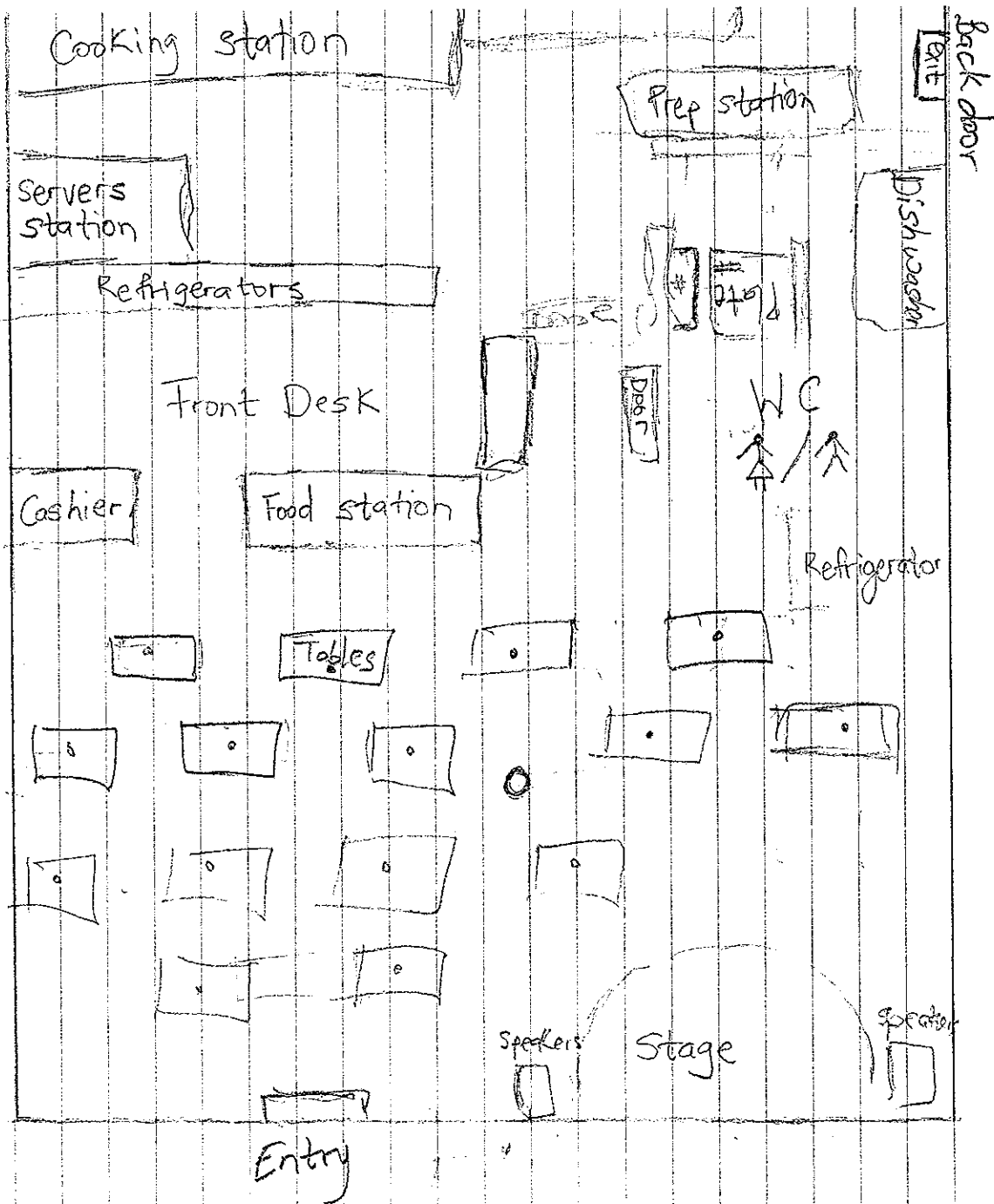
- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

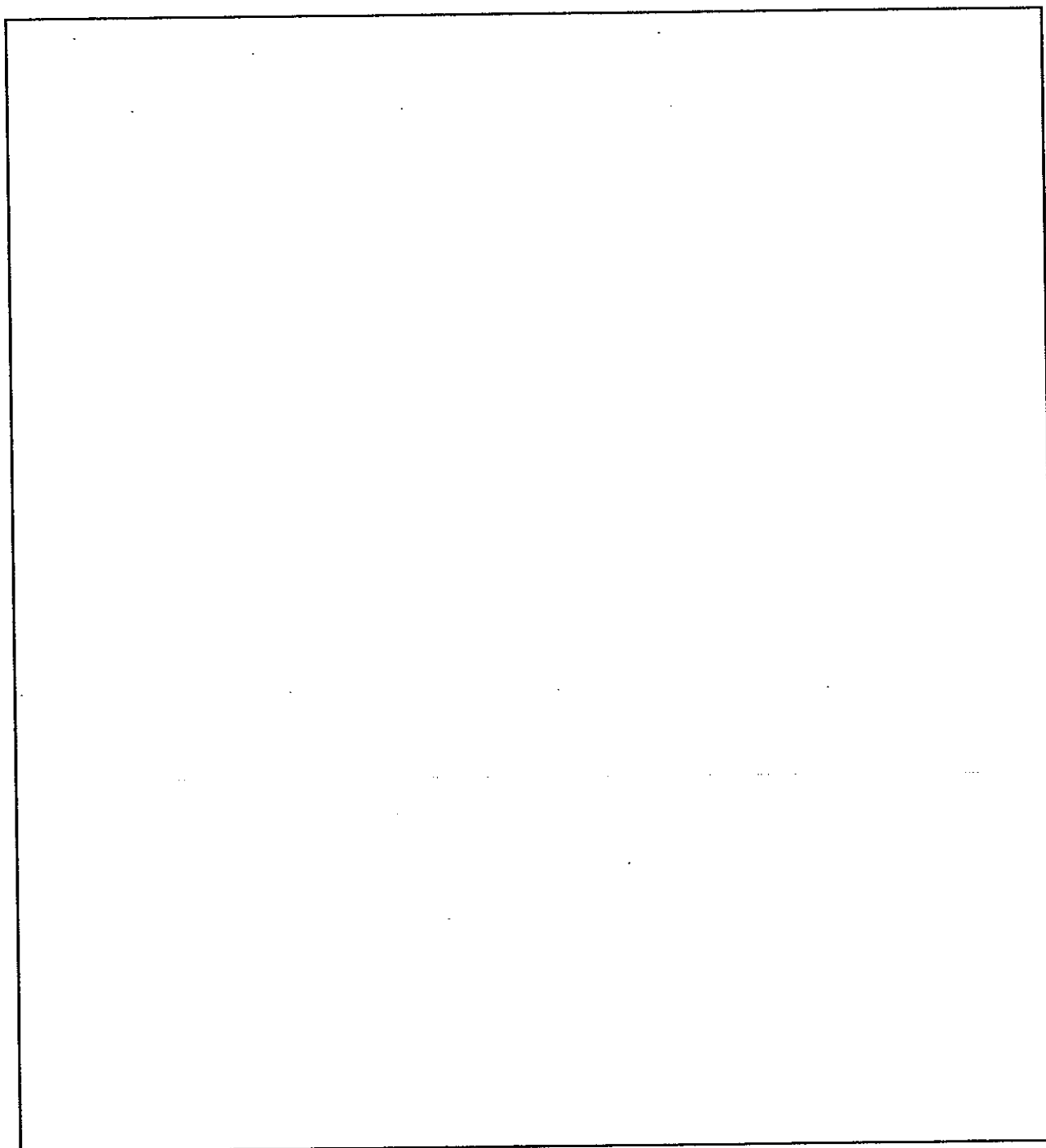
Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00



Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.

A large, empty rectangular box with a thin black border, intended for the applicant to draw and label the floor plan of the premises. The box occupies the majority of the lower half of the page.

✕ **Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities**

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Merrille Company LLC
2. Doing Business As, if any: Merrille Restaurant
3. Date of filing with Secretary of State: 8/29/22 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Liliana da Silva	04102 1393 Congress St Portland, ME	01/14/1988	Owner	50%
Helena Muganga	04103 713 Washington Ave Portland, ME	09/06/1992	Owner	50%

(Ownership in non-publicly traded companies must add up to 100%.)

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: September 20, 2022

SUBJECT: Order 73-22/23 Accepting and Appropriating a \$3,000,000 Grant from the United States Environmental Protection Agency for the City's Brownfield Revolving Loan Program - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: Danielle P. West, Interim City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 9/19/2022

Final Action 10/3/2022

Can action be taken at a later date: No The USEPA would like the City to start using these grant funds when they become available on October 1, 2022.

Does this item involve a new contract with the City: Yes; Corporation Counsel has reviewed and approved the standard USEPA Agreement.

PRESENTATION: Mary Davis will be present to answer questions.

I. SUMMARY

The City has been approved for a \$3,000,000 grant from the EPA for Brownfields cleanup to recapitalize Portland's Brownfields Revolving Loan Fund (RLF).

II. AGENDA DESCRIPTION

This would accept and appropriate \$3,000,000 in U.S. Environmental Protection Agency (EPA) Brownfields Revolving Loan Fund (RLF) grant funds. These grant funds will be used to recapitalize the City's Brownfields RLF, allowing the provision of greater assistance for remediation of both public and privately-owned Brownfields sites in Portland. According to the EPA, "A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant."

This item must be read on two separate days. It received its first reading on September 19, 2022. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The City of Portland submitted a Brownfield Grant application to the EPA on March 17, 2022, seeking \$3,850,000 in Brownfields Supplemental Funding to recapitalize the City's Brownfields RLF. The City received official notice from the EPA on July 21, 2022, that it was successful with the EPA awarding a \$3,000,000 Brownfield grant. Use of the grant funds can begin in early October.

Since the original Brownfields RLF grant of \$800,000 was awarded to the City in 2016, Portland has applied for and received another \$500,000 grant award, followed by another \$480,850 grant award. With the \$3,000,000 in additional grant funds award, this brings the total to date as \$4,780,850. To date, these funds have been awarded through Portland Development Corporation approved loans and subgrants to the following projects: Children's Odyssey School redevelopment of the former Reed School, Children's Museum & Theatre of Maine, Thompson's Point Redevelopment, Boyd Street Housing/PHA, Front Street Housing/PHA, and, most recently, Youth & Family Outreach/PHA development at 337 Cumberland Avenue.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is that more Portland projects needing Brownfields cleanup funds for property redevelopment will be able apply for assistance via loans to for-profits and loans and grants to non-profits.

V. FINANCIAL IMPACT

There will be no direct financial impact on the City. An indirect and positive financial impact will be contaminated sites being remediated, redeveloped, and put back on the tax rolls, providing increased revenue and new jobs in the City.

VI. STAFF ANALYSIS AND BACKGROUND

There are brownfields sites throughout the Portland Peninsula and elsewhere in the City. The benefit to having available Brownfields RLF cleanup funds is to help mitigate the additional cost of redeveloping contaminated sites. Clean sites will yield redevelopment and new revenue for the City, as well as jobs.

VII. RECOMMENDATION

The Housing and Economic Development staff recommends that the City Council approve and appropriate the \$3,000,000 grant from EPA for recapitalizing the City's Brownfields Revolving Loan Fund.

VIII. LIST ATTACHMENTS

1. 7-21-2022 USEPA Notice of Award of \$3 Million

Prepared by:

Mary Davis, Division Director

Date: 09/20/2022

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00A00903 MODIFICATION NUMBER: 0 PROGRAM CODE: 4B		DATE OF AWARD 07/21/2022
		TYPE OF ACTION New		MAILING DATE 07/26/2022
		PAYMENT METHOD: ASAP		ACH# 10061
		RECIPIENT TYPE: Municipal		
RECIPIENT: Portland City of 389 Congress Street Portland, ME 04101 EIN: 01-6000032		PAYEE: City of Portland 389 Congress Street Portland, ME 04101		
PROJECT MANAGER Charles Springer 6 Ashley Drive Scarborough, ME 04074 Email: cspringer@trccompanies.com Phone: 207-274-2615		EPA PROJECT OFFICER James Byrne 5 Post Office Square Boston, MA 02109 Email: Byrne.James@epa.gov Phone: 617-918-1389		EPA GRANT SPECIALIST Diane Culhane Grants Management Branch , MGM 05-5 5 Post Office Square Boston, MA 02109 Email: Culhane.Diane@epa.gov Phone: 617-918-1975
PROJECT TITLE AND DESCRIPTION City of Portland's Brownfields RLF Program See Attachment 1 for project description.				
BUDGET PERIOD 10/01/2022 - 09/30/2027	PROJECT PERIOD 10/01/2022 - 09/30/2027	TOTAL BUDGET PERIOD COST \$3,000,000.00	TOTAL PROJECT PERIOD COST \$3,000,000.00	
NOTICE OF AWARD Based on your Application dated 07/08/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$3,000,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$3,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 1 , EPA New England 5 Post Office Square, Suite 100 Boston, MA 02109-3912		ORGANIZATION / ADDRESS U.S. EPA, Region 1, EPA New England R1 - Region 1 5 Post Office Square, Suite 100 Boston, MA 02109-3912		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digitally signed and applied by EPA Award Official Arthur Johnson - Director of MSD Fred Weeks - Deputy Director Mission Support Division				DATE 07/21/2022

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$3,000,000	\$3,000,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$3,000,000	\$3,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	22010CG004	22	E4SD	0120AG7	000D79X89	4114	-	-	\$3,000,000
									\$3,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$5,000
4. Equipment	\$0
5. Supplies	\$500
6. Contractual	\$120,000
7. Construction	\$0
8. Other	\$2,874,500
9. Total Direct Charges	\$3,000,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$3,000,000
12. Total Approved Assistance Amount	\$3,000,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$3,000,000
15. Total EPA Amount Awarded To Date	\$3,000,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding under the Infrastructure Investment and Jobs Act for the City of Portland, Maine to re-capitalize a revolving loan fund as authorized by CERCLA 104(k)(5)(A)(ii) in Portland, Maine. This agreement will provide funding for the recipient to re-capitalize a revolving loan fund from which to make loans and subgrants to clean up brownfield site(s) and conduct other necessary activities to prudently manage the RLF. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to oversee the environmental site activities and will create a community involvement plan and administrative record for each site that is remediated. The recipient will report on program income, interim progress, and final accomplishments by completing and submitting relevant portions of the Property Profile Form and Brownfields RLF Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). The recipient will issue approximately 4 loans and 4 subgrants to remediate 8 brownfield site(s); anticipates holding 8 community meetings, finalizing approximately 8 Analysis of Brownfield Cleanup Alternatives, and submitting 20 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in the City of Portland, Maine. Site-specific and non-site-specific activities included: Non-site-specific tasks include, marketing the program to cities, towns, developers, and non-profits, conducting public outreach, and preparing outreach materials relevant to the City of Portland's RLF Program. Site-specific tasks include verifying site and borrower/subgrant eligibility, sub-grant agreements, conducting site-specific public relations activities, and consulting with and enrolling sites in the Maine Department of Environmental Protection's voluntary cleanup program. The City of Portland will oversee completion of site remediation and preparation of cleanup completion documentation, including implementation of institutional controls.

Administrative Conditions

NATIONAL ADMINISTRATIVE TERMS AND CONDITIONS

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): r1_mbewbereport@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Culhane.Diane@epa.gov, Byrne.James@epa.gov
- Workplan revisions, equipment lists, programmatic reports and deliverables: Byrne.James@epa.gov

Programmatic Conditions

FY22 Revolving Loan Fund (RLF) Cooperative Agreement Terms and Conditions

Infrastructure Investment and Jobs Act Funds

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization cooperative agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k), agreements that transitioned to § 104(k), or agreements which have been amended after 12/24/14.

I. GENERAL FEDERAL REQUIREMENTS

Note: For the purposes of complying with certain provisions of the Uniform Grant Guidance (UGG), 2 CFR Part 200, loans made by RLF recipients are *Subawards* as that term is defined at 2 CFR § 200.1. The term subaward also encompasses “grants” made by the RLF recipient under CERCLA § 104(k)(3)(B)(ii). The UGG requirements for subawards in the form of loans and subawards in the form of grants are different. For clarity, these T&Cs refer to “loans” to describe subawards that generate program income from repayments of principal, interest charges and loan processing fees paid by “borrowers”. The T&Cs refer to “subgrants” to describe subawards the RLF recipient provides to an eligible entity or nonprofit organization (“subgrantees”) under terms that do not require repayment.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR). These T&Cs are effective for activities occurring after the date of award of this cooperative agreement.
2. In implementing this agreement, the CAR shall comply with and require that work done by borrowers and subgrantees with cooperative agreement funds comply with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to have borrowers or subgrantees conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subgrantees to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer on each loan or subgrant to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all loan and subgrant agreements entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.

5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917).

8. This is an interim term and condition for management of funding provided under the IIJA. EPA's Award Official or Grants Management Officer may amend this agreement to specify additional requirements applicable to IIJA funding as information becomes available. In the interim, the recipient agrees to have financial management and

programmatic management systems in place to:

- a. Track and report on expenditures of IIJA funds.
- b. Track and report outputs and outcomes achieved with IIJA funds.

9. RLF supplemental funding is generally awarded on an annual basis to high-performing CARs who meet specific criteria. The CAR can find additional information on the timing and procedures for supplemental funding requests on the EPA Brownfields Program website (<https://www.epa.gov/brownfields/brownfields-revolving-loan-fund-rlf-grants>).

II. SITE/BORROWER/SUBGRANTEE ELIGIBILITY REQUIREMENTS

A. Brownfield Site Eligibility

1. All brownfield sites that will be addressed using RLF funds (EPA funds and/or program income) must be located within the geographic area described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan). The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield site but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is "no viable responsible party" for the site;

ii. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated

brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations.

B. Borrower and Subgrantee Eligibility

1. The CAR may provide loans to an eligible entity, a site owner, a site developer, or another person without regard to whether the borrower is a for-profit organization. Borrowers do not have to own the property throughout the term of the loan unless ownership is required for the purpose of securing collateral or the CAR otherwise determines that borrower site ownership is necessary.
2. The CAR may only provide cleanup subgrants to an eligible entity or nonprofit organization to clean up sites owned by the eligible entity or nonprofit organization at the time of the award of the subgrant. Eligible subgrantees include eligible entities as defined under CERCLA § 104(k)(1), which includes nonprofit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and other nonprofit organizations as defined at 2 CFR § 200.70. Nonprofit institutions of higher education as defined at 2 CFR § 200.55 are also eligible for cleanup subgrants. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subgrants.
3. The subgrantee must retain ownership of the site throughout the period of performance of the subgrant. The subgrantee must consult with the CAR, who in turn must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site during the period of performance of the subgrant. Once the subgrant ends, the statutory ownership requirement is extinguished. For the purposes of this agreement, the term “owns” means fee simple title unless EPA Project Officer approves a different ownership arrangement.
4. The CAR shall not provide a subgrant to itself or another component of its own unit of government or organization.
5. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principal. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 50%, provided that the total amount of the

principal forgiven for that loan shall not exceed \$500,000 of total award funds (EPA funds). Eligible entities and nonprofit organizations described in Section II.B.1. are eligible for discounted loans. **Private, for-profit entities are not eligible for discounted loans.** In addition to these terms, a discounted loan shall not be used in combination with a subgrant at the same site. The discounted amount in a discounted loan shall apply towards subgrants in the loan to subgrant ratio described in [Section IV.B.3.](#) (i.e., the discounted amount cannot apply towards the 50% of EPA funds that must be spent on loans and associated eligible programmatic expenses). The CAR may request a waiver of the discounted amount, discounted percentage, or the minimum 50% loan to subgrant ratio by consulting with the EPA Project Officer for the waiver process.

6. The CAR shall not loan or subgrant funds that will be used to pay for cleanup activities at a site for which a borrower or subgrantee is potentially liable under CERCLA § 107. In addition, the borrower or subgrantee may not be affiliated with a potentially liable person as described in CERCLA §§ 101(40)(H) and 107(q)(1)(A)(ii). The CAR may rely on its own investigation which can include an opinion from the borrower's or subgrantee's counsel. However, the CAR must advise the borrower or subgrantee that the investigation and/or opinion of its subgrantee counsel is not binding on the Federal Government.

7. For approved eligible petroleum-contaminated brownfield sites, the borrower or subgrantee cleaning up the site must not be potentially liable for cleaning up the site. For brownfield grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.

8. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subgrantees.

9. A borrower or subgrantee must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subgrant. The CAR, in consultation with EPA, must consider this history in its analysis of the borrower or subgrantee as a cleanup and business risk.

10. An entity that is currently suspended, debarred, or otherwise declared ineligible

cannot be a borrower or subgrantee.

C. Obligations for CARs, Borrowers, or Subgrantees

1. CARs, borrowers, or subgrantees who are eligible, or seek to become eligible, to receive a loan or subgrant must provide information indicating that cooperative agreement funds will not be used to pay for a response cost at a site for which the CAR, borrower, or subgrantee is potentially liable under CERCLA § 107. The CAR, borrower, or subgrantee must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR, borrower, or subgrantee to maintain its eligible status. If the CAR, borrower, or subgrantee fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing “all appropriate inquiries” into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through: any direct or indirect familial relationship, any contractual, corporate, or financial relationships, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR, borrower, or subgrantee must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrate that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).
- d. Taking “reasonable steps” with respect to hazardous substance releases by

stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.

e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.

f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).

h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's, borrower's, and subgrantee's continuing obligations under this agreement, the CAR, borrower, and subgrantee are subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs, borrowers, and subgrantees that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient

Progress Conditions in the General Terms and Conditions. EPA's Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 2 years from the date of award and on an annual basis thereafter. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340. for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances. Sufficient progress at 2 years and annually thereafter is indicated by the CAR having made a loan(s) and/or grant(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, the development of one or more potential loans/subgrants, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

2. Partial termination can occur if a CAR fails to complete the initial round of lending in the time schedule provided in the cooperative agreement. In this situation, as provided at 2 CFR §§ 200.340(a)(1) and (5) or 2 CFR § 200.340(a)(3), as appropriate, the agreement may be partially terminated and the following actions may occur:

- a. Unused cooperative agreement funds will be deobligated by EPA;
- b. The cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement;
- c. EPA may determine whether sufficient funds remain to permit effective RLF operation; or
- d. EPA may terminate the agreement and recover the federal share of its assets if it determines that the purpose of the cooperative agreement cannot be met.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

- a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
- b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

- c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
- d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)
- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.
- f. Monitoring the use of program income after the cooperative agreement project period ends.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- a. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
 - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
 - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
 - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
 - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- b. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate.

- c. Reviewing the qualifications of key personnel (EPA does not have the authority to select employees or contractors, including consultants, employed by the award CAR or subrecipients receiving pass-through awards).
- d. Reviewing all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – f. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

- 1. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to provide oversight on site cleanup activities vs. community engagement) and to allow the ability for work be performed concurrently in multiple target areas and/or at sites.
- 2. The CAR is responsible for establishing an RLF team that will implement the program and assign a Program Manager for coordinating the team's activities as outlined below.

3. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff, to provide technical assistance, advice, and expertise to the CAR while the borrower or subgrantee and their cleanup contractor direct the cleanup at a given site.

4. The CAR shall act as or appoint a qualified “fund manager” to carry out responsibilities that relate to financial management of the loan and/or subgrant program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager must be consistent with 2 CFR Parts 200 and 1500 and [EPA’s Subaward Policy](#). Additional information is available in EPA’s [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#).

5. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel must review all loan/subgrant agreements prior to execution unless the EPA Project Officer waives this requirement.

6. The CAR is responsible for ensuring that borrowers and subgrantees comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subgrantees are consistent with the terms and conditions of this agreement.

7. When the CAR makes loans and subgrants under this agreement, they become a pass-through entity for the purposes of the subrecipient oversight and management requirements of [2 CFR §§ 200.331 through 200.332](#). Requirements for oversight and management of subgrantees are supplemented in EPA’s National Term and Condition for Subawards which is included in the General Terms and Conditions of this Cooperative Agreement.

8. The following requirements apply when a pass-through entity (CAR) makes loans. These requirements apply to loans and borrowers in lieu of those specified in EPA’s National Term and Condition for Subawards.
 - a. Pass-through entities must establish and follow a system that ensures all loan agreements are in writing and contain all of the elements required by [2 CFR § 200.332\(a\)](#) with the exception of the indirect cost provision of 2 CFR § 200.332(a)(4). EPA has developed an optional template for subaward agreements

that is available in [Appendix D of EPA's Subaward Policy](#) which may also be used for loan agreements.

b. Borrowers must comply with the internal control requirements specified at [2 CFR § 200.303](#) and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The pass-through entity (CAR) must include a condition in all loans that requires borrowers to comply with this requirement. No other provisions of the Uniform Grant Guidance, including the Procurement Standards, apply directly to borrowers.

c. Prior to making loans or subgrants, the pass-through entity (CAR) must ensure that each borrower or subgrantee has a "unique entity identifier." This identifier is required for registering in the [System for Award Management](#) (SAM) and by [2 CFR Part 25](#) and [2 CFR § 200.332\(a\)\(1\)](#). The unique entity identifier (UEI) is generated when an entity registers in SAM. Information on registering in SAM and obtaining a UEI is available in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled "*System for Award Management and Universal Identifier Requirements*."

d. The pass-through entity (CAR) must ensure that the terms of all loan agreements and subgrants require that borrowers and subgrantees comply with [2 CFR Part 170, Reporting Subaward and Executive Compensation](#) under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the pass-through entity's (CAR's) agreement with EPA entitled "*Reporting Subawards and Executive Compensation*."

e. In addition to other prudent lending practices described, in [Section VI](#), below, pass-through entities (CARs) must comply with EPA's General T&Cs (Establishing and Managing Subawards).

9. As the pass-through entity, the CAR must report to EPA on its borrower and subgrantee monitoring activities under [2 CFR § 200.332\(d\)](#), including the following information as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective borrower or subgrantee performance;
- c. Environmental results the borrower or subgrantee achieved;

- d. Summaries of audit findings and related pass-through entity management decisions, if any; and
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(e\)](#), [2 CFR § 200.208](#), [Specific conditions](#), and the [2 CFR § 200.339, Remedies for Noncompliance](#).

10. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable state cybersecurity requirements.

- a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

- b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service

Agreement between the subrecipient and EPA.

11. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit progress reports on a quarterly basis in ACRES. Quarterly progress reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield RLF cooperative agreement, and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting

quarter that may affect the project schedule.

- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the loans and/or subgrants during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used; and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. Program income accounting records must differentiate program income generated from interest and fees, versus program income generated from principal repayments.
- g. For local governments that are using RLF funding for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see [Section III.E.](#) below).

3. For the loans executed by the CAR under this agreement, the CAR must also report on the following items as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of borrower financial and programmatic reports.
- b. Environmental results achieved by the borrower.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds (direct EPA funding and program income) disbursed by the CAR to clean up specific properties under this cooperative agreement.

5. In accordance with 2 CFR § 200.329(e)(1) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. ACRES Data Submission

1. Property Profile Form: The CAR must report on interim progress (i.e., loan signed, clean up started) and any final accomplishments (i.e., clean up completed, contaminants removed, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES.

2. Brownfields RLF Form: Additionally, the CAR must also report program income details on the Brownfields RLF Form, which is located on the CAR's RLF cooperative agreement homepage in ACRES.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329 *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email, unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

- a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
- b. reasons why anticipated outputs/outcomes were not met; and
- c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement.

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. To the extent allowable under the EPA-approved workplan, the CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subgrants for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include activities described in [Section V](#) of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an RLF cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.
- d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- e. Ensuring that public participation requirements are met. This includes preparing a Community Involvement Plan (previously known as a Community Relations Plan) which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- f. Establishing an Administrative Record for each site.
- g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial

Assistance available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

- h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subgrantees activities to ensure compliance with applicable federal and state environmental requirements.
 - i. Ensuring that the site is secure if a borrower or subgrantee is unable or unwilling to complete a brownfield site cleanup.
 - j. Using a portion of a loan or subgrant to purchase environmental insurance for the site. [The loan or subgrant shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under [Section IV](#), *Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees*.]
 - k. Any other eligible programmatic costs, including costs incurred by the recipient in making and managing a loan or subgrant; obtaining RLF fund manager services; quarterly reporting to EPA including preparation of Property Profiles; awarding, managing and monitoring loans and subgrants as required by the terms of this agreement implementing 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out outreach pertaining to the loan and subgrant program to potential borrowers and subgrantees.
 - l. Borrower and subgrantee progress reporting to the CAR.
2. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers, or subgrantees at brownfield sites.
3. At least 50% of the total award amount (i.e., funds EPA awards directly to the CAR) must be used by the CAR to provide loans for the cleanup of eligible brownfield sites and associated eligible programmatic costs. The remaining EPA funding may be used for eligible programmatic costs, including issuing and managing subgrants to clean up eligible brownfield sites. Note: cleanup subgrants are limited to \$500,000 of total award funds (EPA funds) per site. The CAR may request a waiver of the \$500,000 subgrant limit or the minimum 50% loan to subgrant ratio by consulting with the EPA Project Officer for the waiver process. However, a waiver is not required for either requirement when only program income is used, since subgrants that are funded with 100% program income are not limited in amount and do not contribute to this 50% limitation. A waiver is also not required for the discounted amount of a loan if the loan is funded with 100% program income.

4. To determine whether a cleanup subgrant is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(C):

- a. The extent to which the subgrant will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
- b. The extent to which the subgrant will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
- c. The extent to which the subgrant will facilitate the use or reuse of existing infrastructure; and
- d. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

5. **Local Governments Only.** If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted, and the assessment indicates that the sites are contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

6. If the CAR makes a subgrant to a local government that includes an amount (not to exceed 10% of the subgrant) for Brownfields Program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subgrantee maintains records adequate to ensure compliance with the limits on the amount of subgrant funds that may be expended for this purpose.

7. Under CERCLA § 104(k)(5)(E), CARs and subgrantees may use up to 5% of the direct EPA funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR

under this agreement is **\$150,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Note that additional administrative costs may be allowed when using program income received under this cooperative agreement (see Section IV.D.2.). Subgrantees and borrowers may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subgrantees must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. [Note, borrowers cannot charge indirect costs.]

The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. Design and performance of a response action; or
- c. Monitoring of a natural resource.

Eligible cooperative agreement and subgrant administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient’s final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative

costs.

- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subgrants are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.
- c. Borrowers may use up to 5% of the amount of the Federal funds in the loan for loan administration costs. Eligible administrative costs for borrowers include direct costs for:
 - i. Salaries, benefits, and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel), but only to the extent to which these persons activities support the cleanup and subsequent re-use of the site;
 - ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and
 - iii. Supplies and equipment not used directly for cleanup at the site.
- d. Eligible direct costs for loan administration include expenses for:
 - i. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
 - ii. Maintaining and operating financial management and personnel systems;
 - iii. Preparing payment requests and handling payments; and
 - iv. Audits including non-federal audits required under 2 CFR Part 200, Subpart F.
- e. Borrowers shall not use loan funds for indirect costs even if the borrower has an indirect cost rate approved by a cognizant Federal agency.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantee

1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subgrantee for any of the following activities:

- a. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
- b. 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;
- c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
- d. Job training activities unrelated to performing a specific cleanup at a site covered by a loan or subgrant;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or recipient of the subgrant or loan is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody, or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

D. Use of Program Income – During the Performance Period

1. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

2. In accordance with 2 CFR § 200.307 and 2 CFR § 1500.8, during the performance period of the cooperative agreement the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement unless otherwise specified (e.g., [Section IV.B.3](#) regarding use of 50% of the funds for loans). Accordingly, program income may be used for administrative costs, including any applicable indirect costs, provided that the total amount of funds used for administrative costs does not exceed 5% of the sum of direct EPA funding and program income the CAR generates. CARs that intend to use program income for cost share for other Brownfield Grants under 2 CFR § 200.307(e)(3) must obtain prior approval from EPA's Grant Management Officer or Award Official unless the cost share method for using program income was approved at time of award. Note that repayments of principal for loans made all or in part with cooperative agreement funds shall not be used for cost share for other Brownfield Grants. These repayments of principal must be returned to the CAR's Brownfields Revolving Loan Fund.

3. In accordance with 2 CFR § 1500.8(c), to continue the mission of the Brownfields Revolving Loan Fund, recipients may use cooperative agreement funding prior to using program income funds generated by the revolving loan fund.

4. In accordance with Section § 104(d)(3)(D), when a CAR transitions to a §104(k) cooperative agreement, any program income (e.g., fees, interest or principal repayments) generated prior to transition will be added to the §104(k) agreement and must be used in a manner consistent with Section § 104(k)(3) and with the Terms and Conditions, contained herein.

5. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source

documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with OMB cost principles at 2 CFR Part 200, Subpart E when charging costs against program income. For any cost determined by EPA to have been an ineligible or unallowable use of program income, the recipient shall reimburse the RLF or refund the amount to EPA as directed by EPA's Action Official in its disallowance determination. EPA will notify the recipient of the time period allowed for reimbursement or refund.

6. Loans or subgrants made with a combination of program income and direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subgrants made with direct funding from EPA in combination with non-federal sources of funds are also subject to the same terms and conditions of this agreement.

7. The CAR must obtain EPA approval of the substantive terms of loans and subgrants made entirely with program income unless this requirement is waived by the EPA Project Officer.

E. Interest-Bearing Accounts

1. The CAR must deposit advances of cooperative agreement funds (as described in [Section VII.A., Methods of Disbursement](#)) and program income (as defined earlier) in an interest-bearing account unique to this cooperative agreement [i.e., separate from post-closeout program income governed under a Closeout Agreement (COA) since separate reporting of funds is required under a COA].

2. Advances of EPA funds (and other Federal funds as well) must also be placed in interest bearing accounts as provided in 2 CFR § 200.305(b)(8) for CARs other than states which are subject to applicable Treasury regulations. Advances of EPA funds must be maintained in an account that is separate from the program income in the RLF. While interest earned by CARs on advances of EPA funds should be minimal given the regulatory and T&C requirements for prompt disbursement of drawn down funds, any interest the CAR does earn on advanced Federal funds is subject to 2 CFR § 200.305(b)(9). This regulation generally requires that interest on advanced Federal funds in excess of \$500 must be transmitted annually to the U.S. Department of Health and Human Services.

3. Interest earned on program income is considered additional program income.

F. Closeout Agreement and Use of Post Cooperative Agreement (i.e., Post-Closeout) Program Income

1. As provided at 2 CFR § 200.307(f) and 2 CFR § 1500.8(c) after the end of the period of performance of the cooperative agreement, the CAR may keep and use program income at the end of the cooperative agreement (retained program income) and use program income earned after the cooperative agreement period of performance (post-closeout program income) in accordance with terms of a COA. At the end of the cooperative agreement period of performance, the CAR shall comply with the attached COA. This award is contingent upon the CAR signing and returning the attached COA to the EPA Project Officer no later than 30 days of award. The COA goes into effect for this assistance agreement number the day after the cooperative agreement period of performance ends unless otherwise designated by EPA's Award Official or Grants Management Officer. The period of performance is identified as the project period in the Notice of Award.

2. This COA is based on the FY22 RLF COA template. EPA plans to modify RLF COA templates every five years. EPA reserves the right to renegotiate the terms of this RLF COA every five years, in conjunction with the template change (e.g., next change will be in FY27). If the CAR agrees to continue to operate the RLF under a COA past FY27, the CAR shall work with EPA's Project Officer to update to the latest COA template. Otherwise, the Project Officer and CAR will negotiate a mutually acceptable disposition of unused program income, and an Authorized EPA Official (e.g., Award Official or Grants Management Officer) will modify the COA accordingly.

V. RLF REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR, or borrower/subgrantee with CAR concurrence, shall prepare an ABCA, or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts

caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis and documented in a decision document upon completion of the public comment period. The CAR, or borrower/subgrantee with CAR concurrence, must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

All QAPPs being submitted for review shall be emailed to R1QAPPs@epa.gov and the EPA Project Officer (see page 1 of the assistance agreement).

The QAPP should be prepared in accordance with [EPA QAR-5: EPA Requirements for Quality Assurance Project Plans](#). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Involvement and Community Outreach in RLF Cleanup Activities

1. All RLF loan and subgrant cleanup activities require a site-specific Community Involvement Plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If a sign is developed as part of a project funded by this cooperative

agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

3. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the

accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

4. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

5. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination contained in the CAR's COA.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subgrant agreement shall contain terms and conditions, subject to any required approvals by the state or tribal regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.
2. If the borrower or subgrantee is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete (including No Further Action letters, institutional controls, etc.). This documentation must be included as part of the Administrative Record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subgranting Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet longterm brownfield cleanup lending/subgranting objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements sufficient to recover, as a minimum, the principal amount of the loan less any repayment discounts; and, lending/subgranting practices that can include loan/subgrant processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.

2. The CAR shall not incur costs under this cooperative agreement for loans subgrants or other eligible costs until an RLF cooperative agreement has been submitted to and approved by the EPA Project Officer or program manager. The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual loans/subgrants and lending/subgranting practices. These activities shall include, but not be limited to the following:

- a. Considering awarding subgrants on a competitive basis. If the CAR decides not to award any such subgrants competitively, it must document the basis for that decision and inform the EPA Project Officer in the first quarterly performance report. The CAR must inform the EPA Project Officer if the CAR subsequently decides to award subgrants competitively in the quarterly performance report immediately following the decision.
- b. Establishing appropriate project selection criteria consistent with federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.
- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subgrantees receive RLF financing.
- d. Developing a formal protocol for potential borrowers or subgrantees to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subgrantee to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subgrantees for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.
- e. Requiring that borrowers or subgrantees submit information describing the borrower's or subgrantee's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subgrant recipient as a cleanup and business risk.
- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.
- g. Establishing standardized procedures for the disbursement of funds to the borrower or subgrantee.

B. Inclusion of Additional Terms and Conditions in RLF Loan and Subgrant Documents

1. All loans and subgrants must include the information required by 2 CFR § 200.332(a). EPA has developed an optional template to use in creating this agreement that is available on EPA's [Subaward Policy](#) internet page. EPA does not require CARs to use the template.

2. The CAR shall ensure that the borrower or subgrantee meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subgrants:
 - a. Borrowers or subgrantees shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable federal and state laws and regulations. (See [Section I.A.2.](#) and [Section II.](#))
 - b. Borrowers or subgrantees shall ensure that the cleanup protects human health and the environment.
 - c. Borrowers or subgrantees shall document how funds are used.
 - d. Borrowers or subgrantees shall maintain records for a minimum of three (3) years following completion of the cleanup financed all or in part with RLF funds unless one of the conditions described at [2 CFR § 200.334](#) is present. Borrowers or subgrantees shall obtain written approval from the CAR prior to disposing of records, so that the CAR can maintain the records, if necessary, for complying with the CAR's obligations under [2 CFR § 200.334](#). CARs shall also require that the borrower or subgrantee provide access to records relating to loans and subgrants supported with RLF funds to authorized representatives of the federal government. As stated in the attached COA, records related to the COA must be retained by the CAR for the duration of the COA and retained for a period of three (3) years following termination or discontinuation of the COA.
 - e. Borrowers or subgrantees shall certify that they are not currently, nor have they been, subject to any penalties resulting from environmental noncompliance at the site subject to the loan or subgrant.
 - f. Borrowers or subgrantees shall certify that they are not potentially liable under CERCLA § 107 for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subgrantee must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfield sites, borrowers or subgrantees shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. The CAR may consult with EPA for assistance with this matter.
 - g. Borrowers or subgrantees shall conduct cleanup activities as required by the

CAR.

h. Subgrantees, other than borrowers, shall comply with all applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subgrant funds, but not loans, must comply with Procurement Standards of 2 CFR §§ 200.317 through 200.327, as applicable.

i. Borrowers must comply with the internal control requirements specified at 2 CFR § 200.303 and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The CAR must oversee and manage loans as required by 2 CFR §§ 200.330 through 200.332. No other provisions of the Uniform Grant Guidance apply directly to borrowers.

j. A term and condition or other legally binding provision shall be included in all loans and subgrants entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that borrowers and subgrantees comply with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Parts 200 and 1500.

k. EPA provides general information on statutes, regulations and Executive Orders that apply to EPA grants on the [Grants internet site](http://www.epa.gov/grants) at www.epa.gov/grants. Many federal requirements are agreement or program specific and EPA encourages CARs to review the terms of their cooperative agreement carefully and consult with their EPA Project Officer for advice if necessary.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for:

- a. documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and
- b. securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT, AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply:
 "payment" is

EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into an agreement with a borrower or a subgrantee; "disbursement" is the transfer of funds from the CAR to the borrower or subgrantee. The CAR may also disburse funds to a contractor or to pay an allowable cost (e.g. personnel compensation) as provided in [2 CFR § 200.305\(b\)\(1\)](#). "Closeout" refers to the process EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed and to establish a COA to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower or subgrantee by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's or subgrantee's incurred costs.

- a. An 'actual expense' disbursement approach requires the borrower or subgrantee to submit documentation of the borrower's or subgrantee's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.
- b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subgrantee on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subgrantee's payment of costs incurred in carrying out the loan/subgrant. In unusual circumstances, disbursement may occur upon execution of the loan or subgrant. The CAR shall submit documentation of disbursement schedules to EPA.
- c. If the disbursement schedule of the loan/subgrant agreement calls for disbursement of the entire amount of the loan/subgrant upon execution, the CAR shall demonstrate to the EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subgrant. Further, the CAR shall include an appropriate provision in the loan/subgrant agreement which ensures that the borrower/subgrantee uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:

- a. Final payment of funds from EPA to the CAR following the end date for the cooperative agreement or prior to the end date when the CAR has disbursed all of the EPA funding of the funds awarded; and
- b. Completion of all cleanup activities funded completely, or in part, by direct EPA funding from the amount of the award.

2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities

funded by the cooperative agreement are complete.

3. The CAR must follow the attached COA for any retained and future program income generated after closeout. Eligible uses include continuing to operate an RLF for brownfield site cleanup and/or other brownfield site activities as identified in the attached COA.

C. Compliance with Closeout Schedule

1. If the CAR fails to comply with the closeout schedule, any funds attributable to the cooperative agreement, including retained program income not obligated under loan agreement to a borrower or subgrantee, may be subject to federal recovery.

D. Final Requirements

1. The CAR must submit the following documentation:

- a. The Final Technical Cooperative Agreement Report as described in [Section III.F.](#) of these Terms and Conditions.
- b. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

2. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

E. Recovery of RLF Assets

1. In case of termination, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under *Remedies for Noncompliance* at 2 CFR §§ 200.339 through 200.342

and CERCLA § 104(k) when EPA determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the EPA's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms and conditions apply:

a. The CAR shall:

- i. Document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;
- ii. Maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and
- iii. Ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k), CERCLA § 104(g) relating to compliance with the Davis-Bacon Act, and applicable federal and state laws and will protect human health and the environment.

b. Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower. (See [Section VII.A., Methods of Disbursement](#)). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the cooperative agreement as required by 2 CFR § 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR § 200.305.

c. To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:

- i. The recipient does not retain the funds;
- ii. The recipient does not have access to the escrow funds on demand;

iii. The funds remain in escrow unless there is a default of a guaranteed loan;

iv. The organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and

v. There must be an agreement with the financial institution participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfield site in exchange for access to funds held in escrow in the event of a default by the borrower or subgrantee.

d. Federal Obligation to the Loan Guarantee Program - Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subgrantee.

e. Repayment of Guaranteed Loans - Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to EPA based on disposition instructions provided by the EPA Project Officer. Alternatively, the CAR may, with EPA approval:

i. Guarantee additional loans under the terms and conditions of the agreement; or

ii. Amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfield sites' related activities authorized by the terms of the cooperative agreement or, if applicable, a COA.

MEMORANDUM

TO: Mayor Kate Snyder, and Members of City Council
FROM: Ashley Rand, City Clerk
DATE: September 22, 2022
RE: Appointments to Various Boards & Commissions

The Nominating Committee is making the following recommendations to the Various Boards and Committees.

Name	Board and Committee	Expiration
*Rufus Brown	Fair Hearing Officer	11/30/2025
*Noah Tucker	Pesticide Management Committee	3/31/2025
*+Gretchen Phoenix	Rental Housing Advisory Committee	3/31/2024
*Thomas Loureiro	Zoning Board of Appeals	12/31/2025
*+Bob Dunfey	Portland Housing Authority	6/30/2025
*+Hillary Glaus	Rent Board (District 2)	3/31/2025
*+Philip Mathieu	Rent Board (District 5)	3/31/2024
Lawson Condrey	CDBG	9/30/2025
*Patrick Diamond	CDBG	9/30/2025
*Mounir Majid	CDBG	9/30/2025
*Claire Single	CDBG	9/30/2025
*William Elting	Parks Commision	6/30/2025
*Donna Gartland	Parks Commission	6/30/2025
*Alison Mehlsak	Parks Commission	6/30/2025
*John O'leary	Historic Preservation	11/30/2025
*Brad Miller	Historic Preservation	11/30/2025
Robert O'Brien	Historic Preservation	11/30/2025
*Jeffrey Talka	Historic Preservation	11/30/2025
*+Matt Schwach	Creative Portland	11/30/2023
Kristie Archambult	Creative Portland	11/30/2025
Eliza Ginn	Creative Portland	11/30/2025
*+Samantha Taube	Creative Portland	11/30/2025

* Symbolizes new Board and Commission members
+ Symbolizes filing vacant seat

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

ORDER APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMITTEES

ORDERED, that the following people are hereby appointed to the Boards and Committees indicated for the stated term:

Rufus Brown	Fair Hearing Officer	11/30/2025
Noah Tucker	Pesticide Management Committee	3/31/2025
Gretchen Phoenix	Rental Housing Advisory Committee	3/31/2024
Bob Dunfey	Portland Housing Authority	6/30/2025
Hilary Glaus	Rent Board (District 2)	3/31/2025
Philip Mathieu	Rent Board (District 5)	3/31/2024
Lawson Condrey	CDBG	9/30/2025
Patrick Diamond	CDBG	9/30/2025
Mounir Majid	CDBG	9/30/2025
Claire Swingle	CDBG	9/30/2025
William Elting	Parks Commission	6/30/2025
Donna Gartland	Parks Commission	6/30/2025
Alison Mehlsak	Parks Commission	6/30/2025
John O'Leary	Historic Preservation	11/30/2025
Brad Miller	Historic Preservation	11/30/2025
Robert O'Brien	Historic Preservation	11/30/2025
Jeffrey Talka	Historic Preservation	11/30/2025
Kirstie Archambault	Creative Portland	11/30/2023

Eliza Ginn	Creative Portland	11/30/2025
Matt Schwach	Creative Portland	11/30/2025
Samantha Taube	Creative Portland	11/30/2025
Thomas Loureiro	Zoning Board of Appeals	12/31/2025

Rufus Edward Brown

City of Portland | Generated 8/23/2022 @ 10:30 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	Rufus Edward Brown	Fair Hearing Officer	2	Pending
Application Date	8/8/2022			
Expiration Date	8/8/2023			
Status				

Basic Information

Name

Rufus Edward Brown

Contact Information

Address

150 Spring Street
Unit 3
Portland, ME 04101

Cell Phone

[REDACTED]

Email

[REDACTED]

Additional Information

Notes

RUFUS E. BROWN

150 Spring Street, Unit 3

PORTLAND, MAINE 04101

TELEPHONE: [REDACTED]

EMAIL: [REDACTED]

August 8, 2022

Ashly Rand
Portland City Clerk
389 Congress St, Room 203
Portland, ME 04101

Re: Application to Serve as Fair Hearing Officer

Dear Ms. Rand::

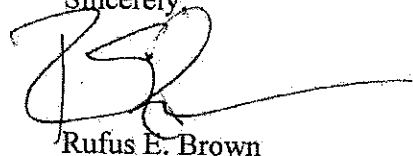
With this letter I am submitting my application to serve in one of the vacant positions as a Fair Hearing Officer for the City of Portland. My current CV is attached.

After retiring from the practice of law, I have been looking for opportunities to serve my community in a meaningful way. Having enjoyed living in Portland for 37 years, I find the prospect of volunteering for the city to be particularly attractive.

In my professional career, I have acquired substantial expertise in the basic due process requirements of a fair hearing in the administrative process. I have litigated such issues in the courts of Maine, including the Law Court, and before state administrative boards, such as the Maine Unemployment Compensation Commission and the Maine Human Rights Commission. Most recently I served as Chairman of Panel IB of the Bar of Overseers, Fee Arbitration Commission, responsible for conducting hearings on client fee disputes and rendering binding decisions. On several occasions in my career, I advocated on behalf of citizens seeking welfare benefits, including cases litigated in the United States District Court and the First Court of Appeals, based on my personal interest in the dignity of affording disadvantaged persons with a fair process.

Please contact me if my interest and qualifications for the open positions meet your requirements.

Sincerely,



Rufus E. Brown

REB/encl.

Rufus E. Brown

150 Spring Street, Unit 3, Portland, ME 04101

Email: [REDACTED]

Telephone: [REDACTED]

Legal Practice Concentration

Commercial litigation, civil rights litigation, intellectual property and administrative law.

Professional Experience

- Founding partner, Brown & Burke, 1993-2020
- Drummond, Woodsum, Portland, ME, 1986-1993, former Shareholder and Chair of Litigation Department
- Deputy Attorney General for Civil Litigation, State of Maine, 1981-1985
Assistant Attorney General, 1979-1980
- Private and government practice in Washington, D.C., 1970-1978
- Law Clerk, U.S. Court of Appeals, D.C. Cir., Judge Charles Fahy, 1969-1970

Reported Opinions

Counsel of record in over 40 reported decisions, principally from the Maine Law Court, U.S. District Court of Maine and First Circuit. Most recent: *Wyman v. U.S. Surgical*, 456 F.Supp. 3d 224 (D. Me. 2020), *Mead v. Independence Ass'n*, 684 F.3d 226 (1st Cir. 2012); *Decotiis v. Whittemore*, 635 F.3d 22 (1st Cir. 2011); *Concerned Citizens to Save Roxbury v. BEP*, 15 A.3d 1263 (Me. 2011); *Martha A. Powers Trust v. BEP*, 15 A.3d 1273 (Me. 2011).

Professional Activities

- Maine Civil Rules Advisory Committee, 1981-1995
- Vice-Chair, MSBA Continuing Legal Education Committee, 1985-1989
- Program Chair/ Faculty of Business Torts, Administrative Practice, Superior Court Practice, Appellate Practice, Constitutional Limits of Insurance Regulation.
- Adjunct Professor, Maine School of Law, Advanced Legal Writing, 1995-1996
- Panel 1B Chair, Bar of Overseers, Fee Arbitration Commission

Publications

- *Effective Briefing before the Maine Law Court*, 1 Maine Bar Journal 16 (1986)
- *Reform of the Rules of Attachment*, 7 Maine Bar Journal 76 (1992)
- *The Constitutional Limits of Insurance Regulation*, ABA Annual Meeting (1993), 29 Torts & Ins.L.J 651 (1994)
- *Is There a Duty to Provide Wilderness First Aid?* 22 Maine Bar J. 222 (2007)

Education

Georgetown University Law Center, J.D., magna cum laude, 1969
University of Maine (Orono), B.A., Phi Beta Kappa, 1966

Noah Tucker
ISA Certified/Licensed Maine Arborist # NE-6848A
Licensed Commercial Master Applicator 7E, 6B, 6A & 3A
Bartlett Tree Experts - Manager
9 Washington Avenue Suite 3
Scarborough, ME 04074


To whom it may concern,

I would like to express my interest in becoming a part of the *Pesticide Management Advisory Committee* in Portland, Maine. I apologize for the lack of resume, as I was on vacation last week and did not see the request for this information till earlier this afternoon. Please accept the following information as my interest and my qualifications to be a part of the Pesticide Management Advisory Committee.

I was born and raised in Southern Maine and have been interested in and committed to the outdoors since an early age. I attended Unity College in Unity, Maine and graduated with a Bachelor of Science degree in Forestry and Landscape Horticulture giving me a broad knowledge base in the science of tree care. I have been with Bartlett Tree Experts since 2005 and have managed the Portland, Maine office of the company since 2016.

I am a certified Maine State Arborist, and hold an International Society of Arboriculture license, a Maine Master Pesticide Applicator License, and a Tree Risk Assessment Qualification (TRAQ). Furthermore, I began as a technician for Bartlett's MoniTor Integrated Pest Management Program in 2010. I served as President of the Maine Arborist Association from 2020 to 2022.

Please let me know if any additional information is needed.

Thank you,

NOAH TUCKER

9 Washington Avenue Suite 3

Scarborough, ME 04074

Email - [REDACTED]

I have been employed with my current employer for over 15 year and have a broad knowledge of science in the tree care industry. I would like to express my interest in becoming a part of the *Pesticide Management Advisory Committee* in Portland, Maine.

EXPERIENCE

BARTLETT TREE EXPERTS – SCARBOROUGH, MAINE

MAY 2007 - CURRENT

ARBORIST CLIMBER

Performs all required ground, climbing, and aerial lift duties in support of specific job assignments, as directed by crew leader

Demonstrates high safety standards, sound tree risk assessment skills, equipment inspection skills, proper application of approved knots, proper climbing techniques and procedures, proper pruning and small removal skills, and proper rigging skills

ARBORIST REPRESENTATIVE

Responsible for inspecting tree health, along with recommending course of action need to help prevent and suppress disease.

Assessing safety conditions on job sites and recommendations on tree pruning and removal, as requested.

Responsible for implementing and enforcing all safety, transportation, and pesticide compliance programs.

LOCAL MANAGER/ARBORIST REPRESENTATIVE

The Local Manager is the representative placed in charge of a single office. This individual works closely with the arborist representative, assuring that work performed is precisely what the client expects. The Local Manager is responsible for declaring and enforcing Corporate and Division Policies, develops the Local Office Business Plan and sets example by his deeds.

Responsible for implementing and enforcing all safety, transportation, and pesticide compliance programs. Trains new Arborist Representatives, Arborist Climbers and Grounds people and establish performance reviews.

EDUCATION

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MAY 2007

UNITY COLLEGE, UNITY MAINE

Bachelor of Science degree in Forestry and Landscape Horticulture

JUNE 2003

MASSABESIC HIGH SCHOOL, WATERBORO, MAINE

QUALIFICATIONS

- ISA Certified/Licensed Arborist
- Master Pesticide License
- Broad knowledge of the science of tree care

ACTIVITIES

In my spare time, I enjoy exploring the great outdoors, learning the art of land stewardship, woodworking, and spending time with my wife and three children.

Gretchen Phoenix

City of Portland | Generated 8/23/2022 @ 10:23 am by OnBoard2 - Powered by ClerkBase

Status

Name Gretchen Phoenix
Application Date 8/22/2022
Expiration Date 8/22/2023
Status 

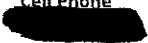
Board	Vacancies	Status
Rental Housing Advisory Committee	1	

Basic Information

Name
Gretchen Phoenix

Contact Information

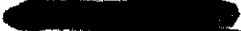
Address
553 Cumberland Ave
#106
Portland, ME 04101

Cell Phone


Email


Additional Information

Notes

Gretchen Phoenix
553 Cumberland Ave (Apt. 106)
Portland, ME 04101



August 22, 2022

I would like to apply for the position of Committee Member for the Rental Housing Advisory Committee. I am a renter who lives in the Parkside Neighborhood; I would like to add my perspective and skillset to the group. I strongly believe awareness and education are key components to meaningful change; this committee has the opportunity to make recommendations that could have such a positive impact. I would be thrilled to collaborate with the other members to execute the initiatives and achieve the goals outlined in the ordinance.

I am a passionate, goal-oriented person with an extensive administrative background. Additionally, I am a creative problem-solver with a talent to stream line processes, resolve conflict and exceed realistic goals. I am most proud of the integrity, honesty and strong work ethic I bring into each role.

I would appreciate the opportunity to meet with you personally. Thank you for your time and consideration.

Sincerely,

Gretchen Phoenix

Gretchen Phoenix

553 Cumberland Ave (Apt. 106) ♦ Portland, ME 04101 ♦ [REDACTED]
[REDACTED]

Insightful and responsive administrative professional with extensive experience in corporate business environments. Motivated by building genuine relationships and helping others. Professional experience in administrative office support and customer service call centers. Mastery of a wide range of administrative functions including supporting offsite teams, standardization of tasks for efficiency and responding to unexpressed needs to provide exceptional customer service.

A resourceful team player who possesses excellent communication and interpersonal skills. Accustomed to a fast paced environment with multiple assignments and deadlines while consistently achieving both corporate and customer objectives. Core strengths include:

- **AUTHENTIC COMMUNICATION**

Proficient in both verbal and written communication with all levels of staff. Collaborative style of interaction which promotes efficient flow of information. Prioritize rapport building and professionalism through active listening and clear, direct communication.

- **PROJECT MANAGEMENT**

Excellent organizational and event planning skills. Experience supporting successful teams of diverse populations while managing competing priorities and interests. Ability to bring order to chaos by using individual strengths to achieve a shared goal.

- **OFFICE MANAGEMENT**

Strategic thinker able to effectively manage internal and external customer expectations. Experience developing and managing efficient documentation systems. Expertise with the Microsoft Office software environment

EDUCATION

Berkeley College of Business, Woodbridge, NJ
AA, Marketing

EXPERIENCE

PLANNED PARENTHOOD – Portland, Maine

2017-2019

Community Volunteer

- Assisted with the creation of the volunteer training program for the Deep Canvassing Stigma Reduction project. The focus of the training was rapport building, defining values, and storytelling.
- Engaged face to face with countless voters with the Deep Canvassing Stigma Reduction project for the purpose of understanding and movement building.

ADMINISTRATIVE ASSISTANT/CUSTOMER SERVICE

2014-PRESENT

Assigned various customer service and administrative assistant positions through staffing agency referrals. I have experience working with organizations ranging from medical case management to educational organizations focusing on international experiences. I enjoy working with people and finding ways to make processes run more efficiently for individuals, departments, and organizations.

Customer Service

- Greet 8-10 patients daily and ensuring demographic information was correct
- Responsible for screening and routing 50 incoming telephone calls daily
- Responsible for generating outbound reminder calls to 100-125 members daily
- Process inbound requests (both via email and telephone) from international participants of the work and travel program
- Developed communication by effectively using active listening to quickly prioritize each call

Administrative Assistant

- Objective documentation of calls into Salesforce
- Ensure adherence with HIPPA compliance regulations by maintaining accurate files in each patient's chart
- Update calendars for 5 conference rooms
- Maintain accounting project filing system
- Enter vendor invoices and route them through the payment process

HANNAFORD – Portland, Maine**2020-Present**Full-Time Service Lead

- Ensured associate breaks occurred in a timely manner
- Ensured the daily front end tasks were completed (including cleaning, returns and lottery)
- Consistently completed all scheduled shifts

Part-Time Cashier

- Maintained positive interactions with customers
- Finalized sales transactions (including WIC and City Vouchers)
- Consistently completed all scheduled shifts

Kitchen Associate (Septemer-June)

- Executed the tasks required for both the Hot Bar and Grill stations
- Maintained positive interactions with customers
- Consistently completed all scheduled shifts

ABBY – Milpitas, California**2020-2020**HR Coordinator

- Responsible for scheduling and coordinating candidate interviews
- Created and executed the onboarding process for new hires

ELIZABETH MURPHY ART – South Portland, Maine**2014-2015**Administrative Assistant

- Responsible for screening and routing incoming correspondence, maintaining calendars and the creation and maintenance of a filing system.
- Generated sales opportunities by effectively communicating with prospective customers.

Bob Dunfrey

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Status

Name Bob Dunfrey
Application Date 8/22/2022
Expiration Date 8/22/2023
Status 

Board	Vacancies	Status
Portland Housing Authority	1	

Basic Information

Name
Bob Dunfrey

Contact Information

Address
91 Euclid Ave
Portland, ME 04107

Cell Phone

Email

Additional Information

Notes

August 20, 2022

Bob Dunfey
91 Euclid Ave
Portland, ME 04107



Appointments Committee Chairman
c/o City Clerk
Portland City Hall
389 Congress Street
Portland, ME 04101

Re: Portland Housing Authority Board of Commissioners opening

Dear Appointment Committee Members:

I seek the opening on the Portland Housing Authority Board of Commissioners. This position offers me the challenge and opportunity to use my extensive real estate development, property management, affordable housing experiences and knowledge from my private businesses, nonprofits and Federal government to be active contributing Commissioner on Portland Housing Authority Board. It is important for me to be passionate for the causes where I volunteer my time. As a Commissioner on Portland Housing Authority Board, I would seek to provide our residents safe, healthy and clean quality housing that management and commissioners could live in.

Affordable housing has been a passion for me for many years. I served in various positions in The Housing Partnership in Portsmouth, NH, Workforce Housing Coalition of the Greater Seacoast in Portsmouth, NH and Avesta Housing in Portland, ME.

As you will discover on my resume, I have very range of experience as a real estate developer and property manager. In my company, projects included ocean view condominium developments, apartment conversions, office parks, retail shopping centers, hotels and a marina. A couple of examples in Portland is the Portland House which I converted to condominiums and the Embassy Suites Hotel at the Jetport, which I conceived, built and opened. As the Regional Administrator of US General Services Administration, I managed over 400 owned and leased addresses throughout New England and oversaw many projects including the renovation, rehabilitation and new construction. The most significant one was the construction and opening of the \$235 million Moakley US Courthouse in Boston.

I welcome the opportunity to interview with those involved in the selection process and look forward to hearing from you soon.

Thank you for your time and consideration.

Sincerely,

Bob Dunfey

Bob Dunfey
91 Euclid Ave
Portland, ME 04103
Mobile: [REDACTED]
Email: [REDACTED]

My resume is organized chronologically under two headings
"Private Sector" and "Nonprofit and Public Sector."

Private Sector Experience

DUNFEY HOSPITALITY GROUP OF MAINE, York, Maine 2001 – 2010
Provided clients consulting services for real estate development projects and management services for operating hotels and restaurants.
President and Owner

- Work for clients included:
 - Responsible for gaining community support and approvals for a 200 acre mixed use project in a difficult Southern Maine community for a national developer
 - Responsible for the development and opening of the Hotel Providence which was an historic rehabilitation tax credit project opened in 2005 and named as one of the top 100 hotels in the world by Expedia.com
 - Persuaded a nationally recognized Providence gourmet restaurant to relocate in the Hotel Providence
 - Conceived and developed for a client a high-end ocean view mixed use project in an historic building with residences, retail spaces and a signature restaurant co-owned and operated by a nationally known celebrity chef who I introduced to the developer
 - Responsible for the development and opening of the Mountain View Grand Resort Hotel in Whitefield, NH, an historic rehabilitation tax credit project
 - Produced feasibility studies for hotel developers as well as the City of Calais, Maine

SINGH HOTELS AND RESORTS, Marathon, FL 2005
A new four-diamond luxury resort hotel condominium company.
President

- Started up the management company operations to staff and run corporate office and first of five resorts at various stages from preplanning through construction being developed by a major Florida Keys developer

EMBASSY SUITES HOTEL, Portland, ME 1989 – 1992
Portland's first all suite and first airport hotel.
President, General Partner, General Manager, Co-owner

- Developed, financed, constructed, opened and operated Portland's first all-suites and airport hotel.
- Successfully marketed the hotel's restaurant and lounge to the Greater Portland region. The restaurant enjoyed an untypical greater volume of sales from the local customers than from hotel guests

DUNFEY, COLLINS, MANNING HOSPITALITY GROUP, Boston, MA 1985 – 1990
The Hospitality Group initially acquired a Maine oceanfront inn and grew to 17 properties, 4 owned and 13 management contracts with 2,000 employees.
Chair and Co-owner

- The managed hotels were owned by individuals, partnerships, corporations and banks, examples:
 - Mt Washington Hotel, Bretton Woods, NH for a Boston based bank
 - An ocean front Florida hotel for a New Jersey based bank
 - 6 hotels in northeastern United States for a company based in Great Britain

DUNFEY PROPERTIES, Portland, ME

1985 – 1990

Real estate development and property management company.

Managing Partner, Executive Director and Co-owner

- Real estate developer and partner of 12 projects responsible for all aspects of development: conceptual planning, acquisition, architectural and site planning, financing, obtaining local, state and federal approvals, negotiating with city officials and local groups, resolving lawsuits, environmental planning, interior design, overseeing construction contractors, marketing, public relations, sales and leasing, and property management. Projects included ocean view condominium developments, apartment conversions, office parks, retail shopping centers, hotels and a marina. The value of the largest projects exceeded \$100 million.
- A priority responsibility was gathering and studying data to determine project feasibility plus preparing project financial projections.
- Managing projects' budgets
- Preparing monthly financial reports and analysis for bank officials and partners
- Since most of the projects were high profile I frequently dealt with the print, radio and TV media on issues raised during the approval process

Nonprofit and Public Sector Experience

PORTLAND PLANNING BOARD, City of Portland, ME

2019 – 2022

The Planning Board reviews and decides on all major development proposals in Portland. Through its review, the board implements and ensures consistency with Portland's Comprehensive Plan.

Board Member

KALER-VAILL, Scarborough, ME

2018 – 2019

Kaler-Vaill, a gracious residence of private rooms with baths and attractively furnished common areas for fifteen retired women.

Board of Directors

MAINE TRACK CLUB, Portland, ME

2018 – present

The Maine Track Club is a nonprofit organization with over 600 members. It puts on several well-known running events including the Maine Marathon.

Board of Directors

MAINE MARATHON, Portland, ME

2017 – present

The Maine Marathon, Half Marathon and Relay is an all-volunteer destination running event with runners coming from 49 states and 9 countries. Almost 4,000 runners registered this year. The 27 year old event has raised over \$4 million for charities. In 2018 over \$360,000 was raised. My team of 50 volunteer race coordinators help me plan the event over the weeks and months before race day. One race weekend about 800 volunteer help put on the event.

Volunteer Race Director

PEAKS TO PORTLAND SWIM, Portland, ME

2016 – 2018

The Peaks to Portland Swim is a fundraising event to raise funds for children's programs at YMCA of Southern Maine, which has facilities in Portland, Freeport, New Gloucester and Biddeford. In 2018 we raised over \$200,000.

Volunteer Race Director

SOUTHERN MAINE AGENCY FOR THE AGING, Scarborough, ME 2016 – present
The Southern Maine Agency on Aging's mission is to improve the quality of life for older adults, adults with disabilities, and the people who care for them.
Board of Directors, Vice President

YMCA, Portland, ME 2015 – 2017
YMCA is committed to building strong kids, individuals, families, and communities through programs and services that promote a healthy spirit, mind, and body for all, regardless of ability to pay.
Advisory Board

WAYFINDER SCHOOLS, New Gloucester and Camden, ME 2014 – 2015
Wayfinder Schools offer relational learning programs that transform the nature of a high school education by providing students with the skills and experience necessary to discover their strengths, connect with their families, practice personal responsibility, and contribute to their communities, and which culminate in awarding a high school diploma from the State of Maine.
Chief Operating Officer

ITNPORTLAND, Westbrook, ME 2010 - 2013
ITNPortland is a nonprofit, which provides affordable, dignified transportation for seniors and the visually impaired 24/7 for any purpose. The goal is to keep seniors safe as well as making the roads safer for all users.
Executive Director

TD BEACH TO BEACON 10K, Cape Elizabeth, ME 2012 - present
Annual world class road race founded by Olympic Gold Medalist, Joanie Benoit Samuelson
Board of Directors and Vice President

SUSAN L. CURTIS CHARITABLE FOUNDATION, Portland, ME 2012 - 2014
Its mission is to build the character, self-confidence and self-esteem of economically disadvantaged Maine children through tuition-free high-quality educational, camping and social experiences.
Board of Directors

LEARNING WORKS, Portland, ME 2011 - 2012
Provides the best learning opportunities in Southern Maine for at risk youth, the immigrant community, and low income families
Board of Directors

AVESTA HOUSING, Portland, ME 2007 - 2014
Avesta advocates for affordable housing, develops and manages high quality housing, and helps residents access other needed services.
Board of Directors

THE HOUSING PARTNERSHIP, Portsmouth, NH 2006
Nonprofit manager and developer of affordable housing in Greater Seacoast of New Hampshire and Maine.
Board of Directors

WORKFORCE HOUSING COALITION OF THE GREATER SEACOAST, Portsmouth, NH 2006
Advocacy organization for the development of a range of housing options for the diverse workforce in the Greater Seacoast region of New Hampshire and Maine.
Board of Directors and Co-chair

AMERICA'S CHARITIES, Chantilly, VA 1998 - present
One of the oldest national federations of human service charities which raises revenue for its member charities through workplace giving campaigns in the public, nonprofit and private sectors.
Member of Audit Committee, Former Member of Board of Directors and Treasurer

EARTH SHARE OF NEW ENGLAND, Boston, MA

1998 - 2017

A regional affiliate of Earth Share which is the largest national federation of environmental charities which raises revenue for its member charities through workplace giving campaigns in the public, nonprofit and private sectors.

Board of Directors and President**UNITED STATES GENERAL SERVICES ADMINISTRATION, Boston, MA**

1993 - 2001

GSA oversees the business of the U.S. federal government. GSA's acquisition solutions supply federal purchasers with cost-effective high-quality products and services from commercial vendors. GSA provides workplaces for federal employees, and oversees the preservation of historic federal properties. Its policies covering travel, property and management practices promote efficient government operations.

Regional Administrator for New England

- Delivery of space acquisition and property management services for most federal agencies in over 400 owned and leased locations in the 6 New England states.
- Served as landlord for the First and Second Circuit Federal Courts
- Land planning and disposition of surplus Federal real estate for 25% of the US including Puerto Rico and the Virgin Islands
- Engaged almost 250 white collar employees in decision making; focused management on strategic issues, ensuring that we were doing innovative stuff; placed capable folks in the advance levels and let them run the business effectively; provided good recognition opportunities
- Building rehabilitation and new construction projects throughout New England. The most notable construction project was the \$225 million Joseph Moakley US Courthouse in Boston

GREATER BOSTON FEDERAL EXECUTIVE BOARD, Boston, MA

1994 - 2000

An organization for communication and collaboration among Federal agencies outside of Washington, DC.

Chair

- During my leadership the Greater Boston Federal Executive Board (GBFEB) was recognized a premiere organization nationally by the Office of Personnel Management in Washington, the oversight agency, for the volume of its initiatives, projects and accomplishments.
- Regularly I would facilitate the assembly and participation of multiple Federal agencies necessary for a new initiative at the request by a Member of Congressman, Mayor or other official
- Acted as the spokesperson for the Federal agencies for Boston and New England

GLOBAL CITIZENS CIRCLE, Portsmouth, NH

1996 – 2005

*Sponsors town meeting-style discussions led by a diverse community of world dignitaries, which focus on current **global** issues, with a goal of constructive change.*

Board of Directors**THE HOUSING PARTNERSHIP, Portsmouth, NH**

1986 - 1993

Nonprofit manager and developer of affordable housing in Greater Seacoast of New Hampshire and Maine.

Board of Advisors**STATE OF MAINE COMPENSATION COMMISSION**

1984 – 1990

Provides the legislature proposals new or revised compensation and benefits for all non-union legislative, executive and judicial employees. Appointed by the Speaker of the House.

CHEVERUS HIGH SCHOOL, Portland, ME

1984 – 1990

Jesuit college preparatory high school

Board of Trustees

Education

U.S. OPM, FEDERAL EXECUTIVE INSTITUTE, Charlottesville, VA

The Federal Executive Institute is dedicated to high-performing supervisors, managers, and executives who come to enhance their leadership and management skills.

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH Bachelor's Degree Business Administration

DARTMOUTH COLLEGE, Hanover, NH

Honors and Other Activities

1999 Distinguished Public Administrator Award by the Massachusetts Chapter of The American Society for Public Administration

TOWN OF YORK TAX TASK FORCE COMMITTEE, York, ME 2009 - 2010
Provides Town and School administrators spending guidelines prior to and following draft of new fiscal year budget.

TOWN OF YORK CAPITAL BUDGET COMMITTEE, York, ME 2006 – 2007
Provides Town and School administrators guidance regarding proposed capital projects.

BRETTON WOODS ADAPTIVE SKI PROGRAM, Bretton Woods, NH 2007 - 2011
Provides instruction to enable persons with physical or developmental challenges to participate in recreational sports.
Volunteer Instructor

COASTAL SAVINGS BANK, Portland, ME 1986 – 1993
A community commercial bank serving southern and mid coast Maine.
Board of Directors

AMERICAN RED CROSS

Volunteer Blood Donor given 15.5 gallons as of January 2022.

Endurance runner; Completed over 140 marathons in 31 years. Won many awards. In 2021 I completed my 31st consecutive Boston Marathon, one of 100 in the world with 25 or more. Completed over 125 trail ultramarathons with distances from 31 to 100 miles.

Thomas Loureiro

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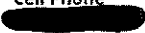
Status		Board	Vacancies	Status
Name	Thomas Loureiro			
Application Date	8/22/2022	Zoning Board of Appeals	0	Pending
Expiration Date	8/21/2023			
Status				

Basic Information

Name
Thomas Loureiro

Contact Information

Address
23 Cleeve Street
Portland, ME 04101

Cell Phone


Email


Additional Information

Notes

[REDACTED]

THOMAS LOUREIRO

23 Cleeve Street, Portland 04101 | [REDACTED]

August 19, 2022

City of Portland
Ashley Rand, City Clerk
389 Congress St
Room 203
Portland, ME 04101

Dear Ms. Rand:

Congratulations on your new role. I hope it is going well.

I am writing to express my interest in serving as a member of the Zoning Board of Appeal. As you will see from my attached resume, I have been engaged in the practice of law for 25 years, and prior to that, approximately 10 years in the land use planning field. I believe that professional experience, coupled with my volunteer activities, make me a strong candidate for this role. While I believe I am best suited for the ZBA, I'd be open to other roles if they align with my background and interests.

To begin, my wife and I have lived in Portland for about 10 years, beginning with a six-year period in the early nineties. After moving away for work, we were thrilled to have the opportunity to return to Portland in 2018. We love it here and expect to stay for many years to come. I've been looking for ways to contribute to the tremendous success Portland has become and serving on the Board would suit that purpose well.

From a professional perspective, I have extensive experience in land use and regulatory issues, both from my time as an environmental planner and as a lawyer. My litigation experience could be helpful in this role, given my familiarity with the interpretation and application of laws and regulatory rules, court room and administrative procedures and similar subjects.

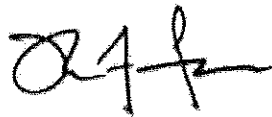
In addition to my professional experience, I'd like to point out some of my volunteer experience as well. During our first six years in Portland, I volunteered with The AIDS

[REDACTED]

Project, Maine Island Trail and Portland Trails. Later, while living in NH, I served for several years as the Chair of our town's ad hoc committee to revise the municipal noise ordinance. For the five years before returning to Portland, I acted as a Court Appointed Special Advocate (CASA) for kids involved in abuse and neglect proceedings. All of this is to say that, regardless of what I was doing professionally, I've always tried to volunteer my time in community interest activities and hope to continue to do so in Portland.

Thank you for your consideration of my request. Please feel free to reach out by email or phone if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to be "A. J. [unclear]".

THOMAS A. LOUREIRO

23 Cleeve Street, Portland, ME 04101

(mobile)

LEGAL AND PROFESSIONAL EXPERIENCE

NETWORK SYSTEM TECHNOLOGIES LLC

Portland, Maine, privately held intellectual property acquisition, management and licensing company

Founder, President and Chief Legal Officer, July 2022 through present

- Negotiated and secured funding to support patent acquisition and licensing program
- Managed diligence and acquisition of portfolio of 75+ US and international patents concerning Network on Chip design and processes
- Develop and oversee complex monetization strategy
- Select and manage all legal counsel in US and foreign jurisdictions
- Manage all other legal issues associated with operation of entity

INNOVATIVE FOUNDRY TECHNOLOGIES LLC

Portland, Maine, privately held intellectual property acquisition, management and licensing company

Founder and Executive Vice President of Licensing, Strategy and Legal Matters, September 2017 through present

- Same responsibilities as described above for Network System Technologies LLC associated with acquisition and management of a portfolio of 100+ patents concerning silicon chip design and manufacturing processes

ADVANCED SILICON TECHNOLOGIES LLC

Portland, Maine, privately held intellectual property acquisition, management and licensing company

Founder, CEO, President and Chief Legal Officer, September 2015 through present

- Same responsibilities as described above for Network System Technologies LLC associated with acquisition and management of a portfolio of 150+ patents addressing GPU and CPU technology

BOTTOMLINE TECHNOLOGIES

Portsmouth, NH, publicly traded provider of cloud-based payment, invoice and banking solutions to corporations, banks and other financial institutions with annual revenue of approximately \$300 million

General Counsel and Vice President, April 2013 through November 2015

SIEMENS ENTERPRISE COMMUNICATIONS/ENTERASYS NETWORKS JOINT VENTURE

Munich-based telephony (Siemens Enterprise Communications) and US-based data networking and security (Enterasys Networks) joint venture, with annual revenues of approximately \$3 Billion

Vice President, Deputy General Counsel and Assistant Secretary, January 2009 through April 2013

ENTERASYS NETWORKS (f/k/a Cabletron Systems)

Andover, Massachusetts, manufacturer and marketer of enterprise networking equipment and software

Vice President of Commercial Agreements and Litigation, Deputy General Counsel and Assistant Secretary, August 2006 through January 2009

Vice President and Associate General Counsel, August 2001 through August 2006

THOMAS A. LOUREIRO

CABLETRON SYSTEMS

Rochester, New Hampshire, computer networking hardware, software and services

Associate General Counsel, September 2000 through August 2001

PIERCE ATWOOD

Portland, Maine

Associate Attorney, Corporate and Real Estate, August 1998 through September 2000

MAINE SUPREME JUDICIAL COURT

Portland, Maine

Law Clerk to Justices David Roberts and Howard Dana, July 1997 through July 1998

NATURE CONSERVANCY

Topsham, Maine, land conservation advocacy organization

Consultant, September 1992 through May 1993

ALLEE KING ROSEN AND FLEMING

New York, New York, environmental planning consultancy

Urban Planner, September 1988 through May 1992

REGIONAL PLAN ASSOCIATION

New York, New York, urban open space planning and advocacy organization

Open Space Planner, October 1986 through September 1988

TRUST FOR PUBLIC LAND

New York, New York, land conservation advocacy organization

Land Conservation Intern, May 1985 through September 1985 and May 1986 through October 1986

EDUCATION

University of Maine School of Law, Portland, Maine, Juris Doctor, May 1997

Yale University, New Haven, Connecticut, Master of Environmental Studies, May 1986

Connecticut College, New London, Connecticut, Bachelor of Arts, May 1984

BAR ADMISSIONS

Maine (inactive), Massachusetts and New Hampshire

Ms. Hilary C.S. Glaus

City of Portland | Generated 8/23/2022 @ 10:36 am by OnBoard2 - Powered by ClerkBase

Status

Name Ms. Hilary C.S. Glaus
Application Date 7/27/2022
Expiration Date 7/27/2023
Status 

Board	Vacancies	Status
Rent Board	2	

Basic Information

Name
Ms. Hilary C.S. Glaus

Contact Information

Address
535 Cumberland Avenue
Apt 7
Portland, ME 04101

Cell Phone



Email



Additional Information

Notes

Hilary Glaus
Affordable Housing Professional



July 27th, 2022

To whom it may concern,

I am a seasoned affordable housing professional with over 13 years of experience working in affordable housing management and development. After 17 years in NYC, I boomeranged back to Maine. I am currently employed as a senior property manager for Avesta Housing, and I consult for the Maine Cooperative Development Partners—a group developing two Portland sites into cooperative housing for low-to-middle income earners. I am writing to express my interest in the open position on the Rent Board, representing District 2.

My current position offers me a unique vantage point from which to observe and dig into what's happening both day-to-day at the properties and with our tenants, and operationally from an asset management perspective. This role, in addition to my years of experience working as a trainer and organizer, and then as a property manager of both affordable and market-rate properties in NYC, makes me uniquely qualified to serve on the Rent Board. I understand rental housing from both the tenant and landlord perspectives, and I have the knowledge and vocabulary necessary to navigate both worlds successfully and bring all stakeholders to the table.

I started my career in affordable housing because I believe that everyone deserves an opportunity to succeed, and that begins with stable, safe, quality housing. What many folks on both sides of the aisle often fail to understand is that this cannot be accomplished without compromise. The solution to our city's housing affordability crisis begins, but doesn't end, with citizen-driven action, the likes of which I hope are spurred on as a result of the Rent Board's efforts.

Thank you for the opportunity to apply for the open position to represent District 2. Please review my attached resume for further details about my professional expertise and achievements. I look forward to further discussing how my experience can help the Rent Board promote open and thoughtful dialogue between the tenants and landlords of Portland.

Kind regards,
Hilary Glaus

Hilary Glaus

535 Cumberland Ave, apt 7
Portland, ME 04101

Work Experience:

March 2022-present

Avesta Housing

Portland, ME

Senior Property Manager

- Oversee a portfolio of properties comprising both LIHTC and market-rate units located in the greater Portland area
- Ensure properties' financial, physical, and overall operational health by leading and mentoring a team whose function is to manage the day-to-day operations of affordable housing communities
- Maximize occupancy and revenue, minimize expenses, maintain the physical asset, and ensure compliance with all regulatory requirements
- Monitor property financials to ensure budgeted revenue, operating expenses and cash flow goals are met monthly
- Collaborate with team and leasing staff to ensure vacancies are filled in accordance with the sites' resident selection plans and agency expectations
- Develop best practices and strategize with team and internal partners to ensure timely completion of all annual tenant recertifications and other compliance requirements

Sept 2018-present

Concord RNY Management LLC

LI, NY

Consultant

Property Manager

- Managed a portfolio of over 1,200 units of affordable housing across more than thirty properties, which includes cooperatives, rent stabilized buildings, HUD-IRS Section 42 LIHTC developments, and TPT (third party transfer) buildings located in four of the five NYC boroughs and Westchester county
- Supervised a staff of 34 maintenance employees across the City and Westchester county
- Hired and trained assistant property management personnel
- Handled and/or appropriately delegated all emergency maintenance requests from tenants--during and after business hours--to ensure timely resolution of resident requests
- Prepared move out packages; assessed, prepped and inspected units to determine their "market-readiness" as cost-effectively as possible
- Coordinated with the leasing department and brokers to find suitable candidates to fill rental as well as commercial vacancies as they came up
- Visited sites regularly to ensure properties are being well-maintained, potential violating conditions are resolved preemptively, and repairs are completed by vendors on schedule

- Established relationships with vendors hired to perform capital improvements and building beautification
- Determined major repairs and capital needs for properties, obtained quotes from vendors and contractors, and discussed long-term capital investment plans and strategies with owners to increase clients' property value
- Assisted development and construction staff with day to day operations within occupied properties under multi-million dollar rehabilitations
- Coordinated the implementation of a multi-phase tenant relocation plan for occupied buildings in Far Rockaway, Queens and White Plains, NY
- Liaised with community partners, municipal workers, government officials, and other stakeholders to ensure all development project goals were being met in a timely and cost-effective manner
- Provide expert guidance and technical expertise to property management staff and upper level management staff to assist in transition of the new management team.

Dec 2008-Sept 2018 *UHAB-Urban Homesteading Assistance Board* *NY, NY*
Training & Marketing Project Associate
Bilingual Project Associate

- Worked directly with building residents of limited-equity housing cooperatives throughout the City to preserve affordable housing in the City for income-eligible New Yorkers
- Assisted cooperatives' boards of directors to carry out day-to-day managerial and governance duties, including hiring licensed contractors, supervising employees, planning and facilitating annual elections, drafting budgets and policies, and interpreting the building's corporate documents
- Provided ongoing training for building boards of directors and shareholders covering various topics, including governing the sales of shares, improving participation, establishing effective policies, and preserving affordability.
- Acted as liaison between buildings and various personnel from the Department of Housing Preservation and Development (HPD)
- As a member of inter-departmental committee, ACE-VU (Ad-Hoc Committee to End Vacancies at UHAB), worked closely with co-workers to help fill vacancies in development properties owned by UHAB and its partners with income-eligible residents who are familiar with the specifics of limited-equity cooperative homeownership
- Completed Fair Housing marketing training courses and assisted my colleagues with several HPD lotteries for which our organization was the designated marking agent
- Prepared and delivered training in English and Spanish about UHAB's limited-equity cooperative homeownership model to potential shareholders

Education:

Fordham University

Bronx, NY

Bachelor of Arts in Anthropology and Spanish Language and Literature awarded May 2008.

Skills:

- Bilingual English and Spanish
- Microsoft Office Suite
- Social Media
- Yardi property management software
- Zoom/Google Hangout (As a result of the global pandemic, I oversaw a seamless transition from in-person board and tenant association meetings to virtual meetings)

Interests: Cities, humanity-driven RE development, civic engagement, public transportation, reproductive health care and social justice issues, wellness, theater, fashion, contemporary literature, travel, and the great outdoors!

Philip Mathieu

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Status

Name Philip Mathieu
Application Date 8/22/2022
Expiration Date 8/22/2023
Status 

Board	Vacancies	Status
Rent Board	2	

Basic Information

Name
Philip Mathieu

Contact Information

Address
20 Crosby St
Apt 2
Portland, ME 04103

Cell Phone


Email


Additional Information

Notes

I can be reached most quickly at  if there are any issues with my submission.

Thank you,
Phillp Mathieu

Philip Englund Mathieu

20 Crosby St / Apt 2 / Portland, ME 04103 - [REDACTED]

[REDACTED] - <https://linkedin.com/in/philipmathieu/>

August 22, 2022

To Chairperson April Fournier and the Legislative and Nominating Committee:

I am writing to apply for the vacant Rent Board seat in District 5. I was born in Portland, have worked in the greater Portland area for much of my adult life, have been a resident for over a year, and am currently seeking a master's degree in Data Science from the Roux Institute. I believe it is imperative that Portland grows into a city which balances the growing demand for a tenant workforce with the ability for housing providers to meet those needs. My prior work experience with municipal permitting, combined with strong quantitative skills and a commitment to serving my new community, make me a strong candidate to represent District 5 as a tenant on the Rent Board.

Most of my experience with municipal boards and governance comes from my time working for the Cape Elizabeth Land Trust. During my three years there I successfully applied for two resource protection permits related to trail improvement projects in natural areas and a site plan review to establish an outdoor education center on an old farmstead property. As the sole staff member responsible for these applications, I developed proficiency for understanding, interpreting, and implementing municipal ordinances, as well as analyzing and revising applications to address specific requirements, stakeholder input, and requests for in depth technical and financial information, in order to reach a final plan that fit both the needs of my organization and the requirements of the ordinance.

In addition to my direct experience with municipal processes, I have a strong background in quantitative analysis, including an understanding of business financials as a member of a non-profit board and budgeting in the context of a small business. I understand that much of the board's work includes an analysis of business financials, ensuring for example that landlords can obtain fair returns on large investments and capital improvements that allow for Portland to maintain and expand a safe and modernized housing stock. I believe that these skills will help me to evaluate applications to the Rent Board from a quantitative standpoint, even when considering more complicated applications related to landlords' financial planning.

Please find my resume attached to this application. Any questions about my application can be sent via email to philip.eng.mathieu@gmail.com. I can also be reached by phone at (603) 937-7318. I look forward to hearing from you.

Sincerely,



Philip Mathieu

Philip Englund Mathieu

20 Crosby St / Apt 2 / Portland, ME 04103 - [REDACTED]

- <https://linkedin.com/in/philipmathieu/>

EDUCATION

The Roux Institute at Northeastern University

Master of Science (Data Science) – GPA: 4.00/4.00

Portland, ME

Fall 2023 (Expected)

Brown University

Bachelor of Arts (Physics) – GPA: 3.58/4.00

Providence, RI

Class of 2017

EXPERIENCE

The Roux Institute at Northeastern University

Teaching Assistant (Part-Time)

Portland, ME

May 2022 – Present

- Aiding with the instruction of graduate-level mathematics and programming courses
- Creating problem sets, educational videos, and other resources

Cape Elizabeth Land Trust

Program Coordinator

Cape Elizabeth, ME

August 2019 – June 2022

- Directed education programs for students and adults at a land trust just outside of Portland, ME
- Helped with non-programmatic initiatives including municipal permitting, land management planning, trail and bridge design, mapmaking, and geospatial data analysis
- Produced written and multimedia content for the newsletter, website, Cape Courier (local newspaper), and social media (Facebook and Instagram)

The Ecology School

Ecology Educator

Saco, ME

Spring 2018, Spring 2019

- Taught ecology to groups of 8-13 middle school students in residential outdoor education setting
- Created and adapted activities to incorporate skills such as data literacy into the traditional environmental science curriculum

Uproot Inc

Founder and CFO

Providence, RI

June 2018 – March 2019

- Cofounded a plant-based milk company serving food service establishments at colleges
- Guided company from conception through two incubator programs and \$60,000 initial fundraising
- Performed financial work including bookkeeping and business planning

VOLUNTEER WORK

New England Synod

Board Member

Worcester, MA

2017 – Present

- Serving on the board of the New England Synod of the ELCA, the governing body for over 200 Lutheran church congregations in New England

Sierra Club Maine

30x30 Team Co-Lead

Portland, ME (Statewide/Remote)

December 2020 – Present

- Organizing statewide research, data collection, coalition building, and goal setting related to international conservation targets

Lawson Condrey

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Status

Name Lawson Condrey
Application Date 8/15/2022
Expiration Date 8/15/2023
Status 

Board	Vacancies	Status
CDBG (Annual Allocation Committee	1	

Basic Information

Name
Lawson Condrey

Contact Information

Address
213 Auburn St
Portland, ME 04103

Cell Phone



Email



Additional Information

Notes

Lawson T. Condrey
Portland, ME

Hi Roux,

I have been a member of the CDBG Committee since 2019 and it's been a wonderful experience. I'm always looking for ways I can meaningfully contribute to the community and this has been a truly gratifying one. I've learned that the need in the city is even greater than you can imagine without being immersed in the details.

Part of the role of a CDBG Committee member is understanding the details and understanding how to communicate issue within an application clearly and fairly. Returning to the committee I think I can continue to demonstrate leadership there. As a project manager in my day job I'm familiar with having hard conversations about needs vs wants and discussing these applications but such important organizations is no different.

I believe my track record shows that I know how to be adaptive and resourceful, a team player but also self-sufficient.

I look forward to discussing my experience in more detail and how I can continue to be an integral member of the CDBG Committee.

Thanks,
Lawson Condrey

Lawson T. Condrey

213 Auburn St. Portland, ME 04103



Fionta

Portland, ME (remote) August 2018 - Present

Project Manager, Web & Salesforce Practice

- Point of contact for 20+ clients managing account relationships, budget, resources, & scope
- Manage all phases of technical consulting for large Salesforce projects and web redesigns from discovery through implementation
- Account management via strategic conversations around vision and goals for a variety of nonprofits and higher education institutions
- Assist and collaborate in all contract negotiations and executions
- Utilization of agile and hybrid methodologies

CIEE Teach English Abroad: Thailand

Bangkok, October 2017 - May 2018

English Teacher — Grades 4-9

The VIA Agency

Portland, ME, July 2014 - October 2017

Project Lead

- Lead resourcing, workload, and staff forecasts for multiple \$1MM+ clients including Sam's Club, Perdue, People's United Bank, T. Rowe Price, Facebook, and Unilever
- Primary liaison between all functions including client strategy, planning, and creative ensuring that all parties understood client requests
- Managed multiple, simultaneous projects to execution, while being on time & on budget
- Developed and managed project scopes for AOR and single-project campaigns

Quantcast

New York, NY, August 2012 - July 2014

Marketing Project Manager

- Led team of freelance designers and copywriters
- Project managed daily production and major initiatives including website design overhaul and inaugural conference in March 2014
- Managed workflow of creative requests for global teams

ideeli

New York, NY, October 2010 - August 2012

Resources Manager, Marketing & Creative

- Oversaw all projects from brainstorming stage to completion
- Managed workflow for all designers and copywriters

Grassroots Campaigns, Inc.

Boston/Denver, July 2008 – November 2008

Assistant Director/Recruiter/Logistics Coordinator

- Recruited volunteers through door-to-door canvassing on behalf of DNC & 2008 Obama Campaign
- Managed specific districts in Denver, CO to ensure voter turnout in each respective district
- Coordinated logistical support for 50 offices across the country — including everything from renting office space to voter registration support

VOLUNTEER

Portland Adult Education — English language tutor for recent immigrants and refugees
City of Portland Community Development Block Grant Committee — member

EDUCATION

St. Lawrence University, Canton, NY. — Bachelor of Arts in Government & African Studies 2008
Study Abroad: Kenya, Fall 2006
St. Lawrence University Men's Crew Team, Fall 2004 – Spring 2008

SKILLS

Salesforce Certified Administrator
Basic HTML — learned through website updating at Quantcast and a crash-course through General Assembly.

Patrick Diamond

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Status

		Board	Vacancies	Status
Name	Patrick Diamond			
Application Date	8/21/2022	CDBG (Annual Allocation Committee	1	Pending
Expiration Date	8/21/2023			
Status				

Basic Information

Name

Patrick Diamond

Contact Information

Address

69 Woodford Street
Portland, ME 04103

Cell Phone

[REDACTED]

Email

[REDACTED]

Additional Information

Notes

To Whom It May Concern:

It is with great enthusiasm and respect that I express my interest in serving as a member of the CDBG's Annual Allocation Committee. As a Portland resident, I am particularly interested in playing a role that supports community-based organizations in all neighborhoods across the city.

I can offer the committee my experience and knowledge designing and managing philanthropic funding for a variety of causes and organizations. In my professional life, I have managed over \$20 million in grant funding on behalf of numerous foundations. While the nature of this funding is distinct from the CDBG program, I can offer my knowledge of evaluation processes and due diligence in order to recommend the most effective use of limited funds for the benefit of Portland residents.

I look forward to hearing from you.

Sincerely,

Patrick Diamond
69 Woodford Street
Portland, ME 04103

[REDACTED]
[REDACTED]

Patrick Diamond, MPA

Summary

I design and implement strategies for leaders at the vanguard of social change. These strategies include fundraising, impact investments, operational leadership, strategic planning, crowdsourcing campaigns, mentorship, coaching, peer-to-peer support, and results measurement.

I have managed \$25.8 million of impact investment funding in partnership with senior leaders from the Gates Foundation, Intuitive, New Profit, IBM, Cambridge University, and others.

I'm most drawn to work that requires diligent management of operations, people, and culture in order to deliver quality results.

Education

University of Pennsylvania

Master of Public Administration
Certificate in Health Innovation

Loyola University Maryland

Bachelor of Arts in Global Studies
& Latin American Studies

Yale University School of Public Health

Certificate in Climate Change & Health (working towards)

Professional Experience

Laurel Studio

Owner

July 2022 - present

Laurel Studio designs innovation strategies for leaders at the vanguard of social change. Drawing from nearly six years of experience creating innovation programs at MIT, Patrick now partners with leading social change organizations to design and implement their own innovation strategies.

Patrick currently manages a unique program with the Intuitive Foundation that seeks to transform surgical and biomedical engineering training in low- and middle-income countries. Working directly with President of Intuitive Foundation, Catherine Mohr MD, Patrick manages a coalition of public health and medical device organizations including the Primary Trauma Care Foundation, eGlobalDoctors, AdvaMed, Medical Aid International, and the Fab Foundation.

Massachusetts Institute of Technology, Solve

January 2017 - July 2022

MIT Solve runs open innovation challenges to crowdsource promising technologies to the world's biggest problems. Through global crowdsourcing "challenges", Solve finds, funds, and supports early-stage ventures led by entrepreneurs from around the globe. Solve has catalyzed over \$50 million in funding commitments and established more than 500 partnerships for supported ventures; I have managed approximately half of those partnerships during my time at Solve.

As a founding team member, Patrick built key components of Solve's crowdsourcing model, partner network, investment criteria, and innovator support program. He advised foundation and business leaders on strategies for making equitable investments in technology startups.

Lead, Strategic & Partner Programs

March 2020 - July 2022

- Managed five programs across the health, climate, and workforce sectors:
 - ◆ Bill and Melinda Gates Foundation's Novel Measurement for Performance Improvement Challenge: a \$500,000 challenge to improve performance measurement of primary health care systems in low- and middle-income countries.
 - ◆ Intuitive Foundation's Global Surgical Training Challenge: a three-year, \$5,000,000 challenge to build low-cost, open-source surgical training modules for clinicians in low- and middle-income countries.
 - ◆ Cambridge University's Trinity Challenge: an \$8,000,000 challenge to reward data-driven solutions to current and future pandemics.
 - ◆ New Profit's Future of Work Grand Challenge: a \$12,000,000 challenge to equip and place displaced workers into good paying jobs in the new economy.
 - ◆ Horizon Therapeutics' Horizon Prize: an annual \$150,000 challenge to increase access to care for people living with rare diseases.
- Nurtured relationships with senior leaders at partner organizations and advise them on strategies for running equitable, inclusive, and impactful challenges.
- Executed virtual and in-person pitch events, peer-to-peer support workshops, seminars, and panels.
- Customized innovator support programs, including the following:
 - ◆ Future of Work Grand Challenge: designed public-private partnerships between winning innovations and workforce boards. The partnerships provided these workforce boards with quality, tech-driven solutions to increase access to sustainable livelihoods for disinvested workers.
 - ◆ Global Surgical Training Challenge: designed a six-month virtual engagement strategy by running ten virtual workshops across five regions. Engaged more than 300 innovators, resulting in five times more submissions than anticipated. Coached teams on principles of human-centered design and provided mechanisms for building interdisciplinary teams of innovators.
- Supervised and mentor four staff members to deliver innovator programming, marketing functions, product development, and operations.
- Directed panels of diverse, and cross-sector subject matter experts to evaluate and select the most promising innovations.

Senior Officer, Health Innovation

January 2017 - March 2020

- Led over 35 health ventures using a cohort-based program to promote access to investment opportunities and market expansion.
- Oversaw business development and marketing strategy for a team of nine relationship managers to generate over \$750,000 in annual revenue for Solve's operations.
- Recruited over 50 businesses and nonprofits to join Solve's member network.
- Communicated startups' work through speaking engagements, articles, videos, and media partnerships.

Health Care for the Homeless

Program Manager

May 2014 - January 2017

- Responsible for recruitment of 20 staff health care providers and hundreds of volunteers to support 2X headcount growth over three years.

- Partnered with COO to lead activities associated with a 5-year strategic planning process for 2018-2023; activities included a 200+ staff survey, working groups with clients and health care providers, and an organization-wide compensation market analysis for employees.
- Supported \$1.5 million in fundraising through major gift campaigns, major events, and volunteerism.
- Structured community engagement programming to align external support with population health initiatives, including the following:
 - ◆ Flu vaccination clinic combined with a winter coat drive to address clients' health and material needs.
 - ◆ Patient-led voter registration drive.
 - ◆ Public health partnerships with research teams to improve outpatient treatments for substance users.
 - ◆ Coordinated effort to help patients access a waitlist for subsidized housing.

Mounir Majid

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Status

	Name	Board	Vacancies	Status
	Mounir Majid	CDBG (Annual Allocation Committee	1	Pending
Application Date	8/11/2022			
Expiration Date	8/11/2023			
Status				

Basic Information

Name

Mounir Majid

Contact Information

Address

45 Sawyer Street
Apt. 2
Portland, ME 04103

Cell Phone

[REDACTED]

Email

[REDACTED]

Additional Information

Notes

To whom it may concern,

I believe I would be a good fit for the board because I have experience in investor relations and asset management that relates to the position that includes interacting with investors and clients in order to best service their needs. My current position is investor relations in the municipal bond market, which I feel would be especially useful in a position such as this. I am very passionate about serving the city and the communities in it, by doing my best to ensure that public funds are properly allocated to service the needs and concerns of the great residents of this city properly and effectively. Thank you so much for your consideration and I hope to hear back from you soon!

Regards,

Mounir Majid

AUGUST 2021 – JULY 2022

INVESTMENT SPECIALIST, MERRILL LYNCH

My position includes assisting clients with trades, completing transfers, reviewing market regulations, financial analysis, and investing. Received my SIE (Securities Industry Essentials) in October 2021. Currently studying for Series 7 and Series 66.

AUGUST 2021 – PRESENT

INVESTOR RELATIONS ASSOCIATE, BONDLINK

Regularly communicate with high-ranking government officials across all levels and sizes of government. Gather and analyze investor data. Proactively work with clients to monitor their progress and results and provide recommendations to set them up for success.

EXPERIENCE
EDUCATION

MAY 2021

BACHELOR'S DEGREE, ROGER WILLIAMS UNIVERSITY

History Major and Business Minor. Core concentration in International Studies. GPA: 3.3. Dean's list. Leader of numerous group projects. Study abroad in Florence, Italy.

SKILLS

- Strong teamwork skills
- Strong reading and writing comprehension
- Very fast learner and adaptable
- Well-developed leadership skills
- Adaptability to work alone or in a group
- Proficient with Excel and Word

ACTIVITIES

- Reading, especially military history, and economics
- Cooking
- Basketball
- Soccer

Claire Single

City of Portland | Generated 8/23/2022 @ 10:33 am by OnBoard2 - Powered by ClerkBase

Status

Name Claire Single
Application Date 8/22/2022
Expiration Date 8/22/2023
Status 

Board

CDBG (Annual Allocation Committee

Vacancies

1

Status



Basic Information

Name
Claire Single

Contact Information

Address
1 Madison Street
Portland, ME 04101

Cell Phone



Email



Additional Information

Notes

August 22, 2022

Portland City Council
Portland, Maine

Re: CBDG Committee vacancy

To Whom It May Concern:

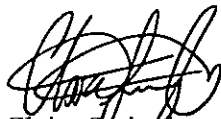
I believe in place-based work and local government. My day job entails working with Maine's Governor's Energy Office (GEO) to accelerate grid decarbonization and meet Maine's energy goals and I'd welcome the opportunity to work with local government. I just moved to Portland and I'm looking to engage with the city more directly – to listen and learn from the people who already called this special place home, and to bring my skillset to help deploy CBDG funds to make this community even stronger. My expertise in climate change policy, project management, and community engagement make me a strong candidate for this position.

I've managed teams across cultures, languages and time-zones to meet strict deliverables. My project management experience spans pipeline development and proposal design through project close-out, including public-private partnership development, budget management, workshop facilitation, and monitoring and reporting. I've engaged with a variety of government, private sector, non-profit, and community groups through climate change mitigation projects in Nepal and Ghana, field organizing on a political campaign in Wisconsin, and local government committee processes in Vermont.

Housing availability and energy affordability and efficiency are very close to my heart. I worked on Brattleboro's Affordable Housing Strategy, including recommendations for energy efficiency improvements and sustainable construction. I also conducted an independent, cash-flow based financial analysis of green infill opportunities. Sustainable options can open new doors for financing and keep operational costs affordable in the long-term for residents without significant up-front premiums. I've also worked with clients in New York to explore community land trust and financing models for farmworker housing. I've also worked with local governments to develop energy production and storage siting criteria and to conduct GHG inventories.

I have experience writing memos and fact sheets for federal government officials at the White House Council on Environmental Quality and Environmental Defense Fund, developing pilot implementation plans and community engagement strategies for USAID projects, and publishing academic research. I've also developed public-facing policy briefs and blogs. I'm familiar with desk research, navigating regulatory codes and energy datasets, designing and conducting interviews, financial modeling, and GIS.

I believe my knowledge of land use planning, regulatory codes, utility processes, building energy and envelope systems, rating systems, and affordable housing will be helpful in this role. I also bring skills in facilitation, project management, and financial and energy modeling. I'm eager to get involved and support the CBDG Committee to best deploy the funds that are available. Thank you for your consideration. I look forward to hearing from you,



Claire Swingle

Education

2022
Yale School of the
Environment

Candidate, *Master of Environmental Management (MEM)*
Climate Change Policy and Planning

- *Relevant classes:* Public Financing, Land Use Planning, Environmental Law & Policy, Local Government Law, Green Buildings
- Regulatory Toolkit for CT PURA for EV Managed Charging Program
- GIS Analysis & Recommendations for Complete Streets in New Haven, CT
- Financial Analysis of Green Housing Infill Opportunities in Brattleboro, VT
- Nature Based Solutions to Increase Carbon Storage and Sequestration on Yale's Campus: Report to Yale University's Office of Sustainability
- Winner of *Climate Innovation Grant* to further develop a solar adoption fund to reduce evictions and meet climate goals in New Haven
- *Out in the Woods* Co-Chair, the LGBTQ+ group on campus

2016
Williams College

Bachelor of Arts, *Cum Laude*
Political Economy and Environmental Studies

- *Udall Scholar 2015 Honorable Mention*, a national award recognizing leadership, public service, and commitment to the environment
- Winner of *Tom Hardie Memorial Prize* for best work in environmental studies (for senior capstone research), May 2016
- *Campus Environmental Advisory Committee*, co-authored emissions reduction recommendations, adopted by Board of Trustees in 2015
- *Class of 1957 Scholar*, an award for campus leadership
- Teaching assistant for *Global Environmental Politics* course

November 2016

Trained Facilitator, Technology of Participation Facilitation (CTF)

Professional Experience

May 2022-Present
Maine Governor's Energy
Office

Energy Policy Analyst

- Coordinates the Office's efforts related to energy markets, grid modernization, and power sector transformation needed to meet Maine's clean energy and climate objectives

Summer 2021
Town of Brattleboro,
Vermont

Intern, Planning Department
Energy

- Conducted GHG inventory for Town of Brattleboro, collecting information across 24 departments over the past 5 years, and calculated carbon emissions
- Drafted solar siting criteria, adopted by Energy Committee
- Created GIS map of available sites based on solar resources and regulations
- Calculated future renewable energy generation and land area need scenarios

Affordable Housing Strategy

- Researched and recommended to Town Planner a suite of land use regulation changes and financial opportunities to diversify size and price of housing stock

	Developed community outreach survey
	<i>Agricultural Advisory Committee</i>
	Interviewed producers in Brattleboro and identified a variety of uses and revolving fund strategies for nascent Agricultural Fund
Sept 2020 – Current Urban Resources Institute	Urban Forester, New Haven, CT Site surveying and community engagement for tree planting program
June 2018 – April 2019 International Water Management Institute <i>Kathmandu, Nepal</i>	Princeton in Asia Fellow, Partnerships and Knowledge Management Analyzed project implementation data and developed policy documents for government stakeholders (case studies, policy briefs), and communications products (media briefings, blogs, videos, wordpress, fact sheets, photo stories)
June 2016 – June 2018 Resonance Global <i>Burlington, Vermont</i>	Project Analyst, Natural Capital Team - Project management from proposal design through close-out, public-private partnership development, research, facilitation - Promoted from Project Assistant to Project Analyst in 1 year (Aug 2017) - Proposed and implemented company-wide carbon offsets policy <i>USAID Land and Technology Solutions (LTS)</i>, a \$4M land tenure project - Liaised with USAID and managed budget and reporting deliverables. - Developed: participatory mapping implementation guide; monitoring and evaluation plan; pilot implementation plans; fact sheets. <i>USAID Ghana Sustainable Fisheries Management Project (SFMP)</i> - Managed micro-insurance public-private partnership - Co-led market development and financing strategy for an improved cookstove - Facilitated workshops, work planning, and community engagement surveys
Summer 2014 The White House CEQ <i>Washington, DC</i>	Intern, Council on Environmental Quality Tracked legislative affairs; prepared briefing memos, talking points, and communication materials; facilitated meetings for White House officials
Summer 2013 Environmental Defense Fund, NYC	Intern, Office of Economic Policy Analysis Researched and analyzed the social cost of carbon and Sage Grouse conservation policies; wrote memorandums and briefs

Selected Publications

- The best economic recovery is a resilient one.** Yale Environment Review (2021).
- Climate Justice after the Paris Agreement:** understanding equity through nationally determined contributions (2019). A Research Agenda for Climate Justice. Edward Elgar. Book Chapter.
- Balancing People and Energy in the Karnali Basin** (2018). The Third Pole. Photostory.
- The importance of local voices in Nepal's hydropower projects** (2018). The Third Pole.
- Have you had your daal bhat yet? Food and migration in the Eastern Gangetic Plains** (2018). IWMI News.
- Who Loves the Land?** Advancing Conservation Finance in Frontier Markets (2017). Resonance Global Blog.

Languages: English (native), Spanish (advanced), French (beginner), Nepali (beginner)

William Elting

City of Portland | Generated 8/23/2022 @ 10:27 am by OnBoard2 - Powered by ClerkBase

Status

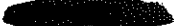
		Board	Vacancies	Status
Name	William Elting	Parks Commission	3	Pending
Application Date	8/10/2022			
Expiration Date	8/10/2023			
Status				

Basic Information

Name
William Elting

Contact Information

Address
35 Mackworth Street
Portland, ME 04103

Phone


Cell Phone


Email


Additional Information

Notes

Will Elting
35 Mackworth Street, Portland, ME 04103
[REDACTED]
[REDACTED]

August 10, 2022

Dear Parks Commission,

I have been a resident of Portland for twelve years, having moved down after graduating from Unity College with a degree in Parks, Recreation, and Ecotourism. Every job I've had in Portland has interfaced with parks, from taking groups of kids from the Boys and Girls Club on Cumberland ave to play in Deering Oaks, to coordinating programs at SailMaine from the shores of the Eastern Prom, all the way up to working with the Parks Department to host the Bicycle Coalition of Maine's Bike Swap in Kennedy Park in June 2021. Parks and recreation have been a throughline in my career, and I am a true believer in the positive benefits they have within communities. I am very interested in joining the Parks Commission to help further their mission of enhancement and stewardship of these vital spaces in Portland.

As the Event Director at the Bicycle Coalition of Maine, I worked with municipal governments all over the state, and did a lot of consensus building work to get local officials and residents excited about hosting our cycling events. I have presented at council meetings in several towns, worked closely with law enforcement on roadway safety protocols, coordinated with many local parks departments on event logistics and facilities use, and have interfaced with just about every other type of municipal department in one way or another through multiple years of event planning around the state. I know what it takes to work with local governments, and am excited at the prospect of getting involved to learn and have input at the commission level in Portland.

Since leaving my position at the BCM at the end of 2021, I have been spending a lot of time with my two year old daughter enjoying local parks. Experiencing the many playgrounds throughout the city as a parent has opened my eyes to a whole new way of engaging with parks that I hadn't previously appreciated, and has solidified my belief that Portland has a world class parks system, including playgrounds and other elements designed for kids. Ensuring that funding and programs continue to exist and grow for the enhancement and stewardship of our parks and open spaces is something that I would be honored and energized to be a part of, especially now that I am working less (though dad is a full time position!), and have more time to devote to volunteer roles.

Thank you for your consideration. I look forward to hearing back from you, and would be happy to provide any additional documentation about my qualifications or experience upon request.

Sincerely,

Will Elting

William M. Elting

Experience

Event Director, Bicycle Coalition of Maine- Feb 2018- December 2021

The Bicycle Coalition of Maine works to make Maine better for biking and walking. As Event Director, I was responsible for planning, logistics, and marketing for a number of events including BikeMaine, The BikeMaine Weekend, The Great Maine Bike Swap, The Women's Ride, The Maine Woods Rambler, the Valet Bike Parking program at several events and locations, as well as other one-off and partnership events. I was active in several board and staff committees, including the leadership team and the diversity, equity, and inclusion committee.

Freelance Graphic and Web Designer- 2015-Present

As a freelancer, I've worked with a variety of clients to produce memorable and thoughtfully designed ads, websites, and art pieces. My deliverables include full websites, print collateral, web based ads, and social media posts.

Operations Manager, SailMaine, May 2013- July 2016

SailMaine provides affordable access to the water through sailing programs on the Portland waterfront. As Operations Manager, I oversaw virtually all aspects of the organization including customer relations, human resources, accounting, program registration systems, graphic design, website maintenance, social media, marketing, event planning, facilities upkeep, and elements of program delivery and safety.

Youth Development Coordinator, Boys and Girls Clubs of Southern Maine, June 2010- May 2013

Education

University of Massachusetts, Lowell

Certificate of Graphic Design and Digital Imaging, 2016

University of Southern Maine

Graduate Certificate of Nonprofit Management, 2013

Unity College

Bachelor of Science in Parks, Recreation and Ecotourism, 2010

Skills, Achievements & Volunteer Work

- Proficient with Adobe Creative Suite (Photoshop, Illustrator, InDesign, Lightroom), MS Office Suite, Wordpress, Salesforce, Quickbooks, HTML, and social media platforms
- Excellent verbal and written communication skills
- On-air volunteer at WMPG community radio
- Graduate of the National Outdoor Leadership School

Donna Gartland

City of Portland | Generated 8/23/2022 @ 10:27 am by OnBoard2 - Powered by ClerkBase

Status		Board	Vacancies	Status
Name	Donna Gartland	Parks Commission	3	Pending
Application Date	8/1/2022			
Expiration Date	7/29/2023			
Status				

Basic Information

Name
Donna Gartland

Contact Information

Address
18 Fox Street
Portland, ME 04101

Cell No


Email


Additional Information

Notes

Donna Gartland
18 Fox Street
Portland, ME 04101

[REDACTED]
[REDACTED]

29 July 2022

Appointments Committee Chairman
c/o City Clerk
389 Congress Street
Portland, ME 04101

Dear Chairman and Appointments Committee Members:

I am writing to express interest in joining the City of Portland Parks Commission. As a resident of the City of Portland since 1997, I have frequently used the City's open spaces. Stewarding the City of Portland Parks is an important part of the strong quality of life offered in Portland, Maine. I would like to contribute to that stewardship by joining the Parks Commission.

Although I do not have experience participating in a city committee, my professional experience has prepared me for such a collaborative volunteer team. Please see my resume attached and reach out if you have any questions.

With gratitude for your consideration,

Donna Gartland

DONNA GARTLAND, RN, MSN

SUMMARY

Nurse Practitioner with proven clinical quality improvement experience. Relishing the opportunity to lead clinical operations with a focus on patient activation and patient education to achieve best patient outcomes and organizational performance goals. Seeking to continuously educate myself and my colleagues on evidence-based clinical knowledge for the benefit of patients.

PROFESSIONAL EXPERIENCE

2021 – present	The Opportunity Alliance	South Portland, ME
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SENIOR DIRECTOR QUALITY IMPROVEMENT

- Oversee the Agency quality assurance, licensing and compliance, accreditation and quality improvement functions. For example, collaborate with program leads to ensure compliance with Department of Health and Human Services requirements. For example, lead the organizational effort to maintain Council on Accreditation standards.
- Guide direct reports in support of department functions including clinical record review audits and Agency system for client record management and record request response.
- Steer the team tasked with implementation and maintenance of Agency electronic health record.
- Collaborates with Agency Senior Leadership to develop systems and processes in support of continuous quality improvement including analysis of program outcome indicators.

2018 – 2021	Health Dialog	Portland, ME
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DIRECTOR CLINICAL QUALITY and ACCREDITATION

- Develop and maintain organizational quality monitoring and improvement approaches including Quality Committee management. For example, inspired the use of Lean/A3 approach to quality improvement projects.
- Lead organizational accreditation and certification efforts across the spectrum from scoping potential new accreditations and launching new efforts to maintaining existing accreditations. For example, earned new URAC Health Call Center accreditation in 2019.
- Guide direct reports managing organizational clinical integrity and member feedback functions.
- Member of Health Dialog Compliance Committee to review potential business impacts and to support the implementation of the organizational compliance program.

2016 – 2018

Martin's Point Health Care

Portland, ME

CLINICAL INTEGRATION MANAGER

- Continuously evaluate current clinical evidence base in order to define barriers and opportunities for optimal clinical care pathways. For example, USPSTF adult wellness guidelines and intersecting HEDIS clinical quality measures assessment.
- Collaborate on design and implementation of clinical programs intended to improve patient experience, improve patient outcomes, and reduce medical expense. For example, project management of Integrated Care Connection (ICC) pilot and transition to high risk patient care management program.
- Implement clinical programs and standard work across seven Delivery System practices maintaining core components as well as tailoring specific workflows for each practice as needed. For example, diabetes clinical protocol and Clinical Support workflows in EHR.
- Support development and implementation of Clinical Support training and competencies in pursuit of best in class staff to support evidence-based care delivery. For example, launch of Clinical Quality Specialist role and priority work setting within Delivery System.

2011 – 2016

Martin's Point Health Care

Portland, ME

CLINICAL QUALITY PROGRAM MANAGER

- Prod the development of clinical pathways to promote best in class clinical quality performance by communicating, interpreting, and translating provider workflows into IT systems used to: (1) document patient-provider interactions; (2) produce aggregate clinical quality measure performance that adheres to technical specifications. This resulted in adding structure to EHR to allow all front-line delivery system staff to participate in quality improvement initiatives.
- Lead implementation and integration of quality improvement efforts by collaboratively determining achievable incremental targets with local leadership. This resulted in, for example, meeting NCQA Patient Centered Medical Home deliverables.
- Research and recommend clinical quality measures of importance to the nine primary care practices as well as health plan products at Martin's Point Health Care. Research Payer initiatives and Quality Improvement Recognition opportunities for senior leadership to influence Martin's Point Health Care's clinical quality improvement vision. Administer, monitor and communicate results of Delivery System quality improvement initiatives. This contributed to the selection of optimal diabetes management as an organizational strategic initiative.
- Facilitated health plan accreditation gap assessment, consultant selection process, and strategic planning for of NCQA Health Plan Accreditation processes. Contributed to the collaborative team-based health plan accreditation implementation plan. This contributed to the achieving Excellent NCQA Health Plan accreditation including CMS 5 Star status.
- Founding member of Martin's Point Health Care Trust Advisory Team; navigated development of cultural support systems to foster best in class employee and customer experience. This contributed to strengthening employee contribution to achievement of organizational strategic initiatives.

QUALITY AND ACCREDITATION MANAGER

- Promoted clinical quality and effectiveness of Health Dialog product offerings, especially related to Health Coaching. Sample projects include:
 - (1) development of Training and Evaluation Plan for clinical tool and related learning resources used by nurses to coach members with chronic conditions
 - (2) development of an initiative to study the effectiveness of provider-focused asthma materials;
 - (3) translation of a manual nurse call monitoring system to use of vendor's Quality Monitoring system; and
 - (4) development of product focused on seniors as a member of design team representing clinical quality.
- Led Health Dialog's NCQA re-accreditation process for Disease Management standards and spearheaded certification for Health Information Line and Health Risk Assessment standards. This resulted in the ability for Health Dialog to demonstrate value to clients and to accept delegation for relevant NCQA standards.
- Explored potential additional accreditation and certification offerings as client demand surfaced by investigating requirements and assessing against Health Dialog's product and service offerings. This resulted in an informed "go/no-go" decision making process by Health Dialog senior leadership.
- Supported Health Dialog's corporate quality efforts, especially as related to relevant NCQA standards. This resulted in enhanced depth of analysis of quality indicators, especially related to member satisfaction, provider satisfaction, and outreach and service to Non-English-speaking members.

2002 - 2006

HEALTH COACH, HEALTH COACH RESOURCE, COMMUNITY LEADER

- Lead a team of nurse Health Coaches to participate in relevant conversations with Health Dialog members at an efficient pace. This resulted in a satisfied and motivated team of Health Coaches performing at or above call quality and call productivity standards.
- Communicated with members regarding their health care decisions using the theories of Shared Decision Making; certified in SDM in 2004. This resulted in promoting values-based decisions by informed members.
- Educated staff through assisting with Orientation, Mentoring, and acting as a resource for Health Coaches. This resulted in the development of Health Coach Peers steeped in Health Dialog's Health Coaching Model.
- Participated in the Quality Assurance process through call monitoring. This resulted in defining and developing the Health Coaching Model as well as inspiring individual

Health Coach practice.

- Health Coach representative for collaborative Building the Bridge brainstorming sessions between Health Coaching Service Delivery and Health Dialog Analytic Services. This resulted in a shared understanding of the end to end processes for identifying, outreaching to, and communicating with high risk members.

2001 – 2002 **Public Health Resource Group** Portland, ME

CLINICAL RESEARCH ASSOCIATE

- Evidence-based research for hospital service line planning. This resulted in the completion of a proposal for appropriately expanding cardiac services in a Maine-based hospital system.
- RFP development. This resulted in obtaining new consulting business.
- Coordination of research publications.

1994 - 1997 **Brigham & Women's Hospital** Boston, MA

ENDPOINTS COORDINATOR

- Responsible for investigating specific cancer and cardiovascular outcomes of a national primary prevention trial assessing efficacy of aspirin and vitamin E use in women, The Women's Health Study.
- Hired, trained, and supervised research assistants to communicate over the phone with study participants and review medical records for classification of endpoint diagnosis for physician review.
- Problem-solved with systems analysts and research staff in preparation for statistical analysis of research data and presentation to Internal Review Board.
- Navigated Endpoints Unit to improved efficiency despite low staff morale related to staff layoffs.

CLINICAL EXPERIENCE

2001– 2002 **Maine Medical Center** Portland, ME

REGISTERED NURSE

- Provided direct clinical care on the Nephrology and Urology Unit, including care for patients in MMC's kidney transplant program
- Coordinated care with Dialysis Unit and others within the hospital, especially while acting as Charge Nurse.

2000 **Martha Eliot Community Health Center** Boston, MA

REGISTERED NURSE

- Triageed patients and provided managerial support in a predominantly Spanish-speaking community health center
- Coordinated referrals and prescriptions for individual patients.

2000 **Koshy and Associates** Peabody, MA

NURSE PRACTITIONER

- Provided primary care in a private practice of four physicians.
- Assessed the clinical needs of practice-associated nursing home residents during on-site visits.

1998-2000 **Cedar's Nursing Care Center** Portland, ME

REGISTERED NURSE

- Provided direct clinical care in the Skilled Nursing Unit of a Nursing Facility.
- Coordinated transition from skilled rehabilitation to home and other settings especially while acting as Charge Nurse.

EDUCATION

1997 - 2000 **University of Southern Maine** Portland, ME

Masters of Science in Nursing

- Certified Adult Nurse Practitioner 2000.
- Clinical training predominantly in primary care settings in Lawrence, Massachusetts serving Spanish speaking patients.
- Research Assistant to Professor Jan Thompson with focus on literature review for planned addition to Honor's Department curriculum on Border Theory.

1989 - 1993 **University of Massachusetts** Amherst, MA

[REDACTED]
[REDACTED]

Bachelor of Business Administration

- Major in Marketing.
- Minor in History.

SPECIAL SKILLS AND COMMUNITY ACITIVITIES

- Completed graduate level Biostatistics Course at the University of New England in 2009.
- Steering Committee Member for Portland Children's Film Festival 2012 - 2019.
- Representative to Portland High School Athletics Boosters.
- Lived and worked in Aspen, Colorado from 1993 to 1994.
- Former volunteer for Refugee Resettlement Program through Catholic Charities of Maine.

CONTACT

- 18 Fox Street, Portland, ME 04101
- 207-809-9745
- donnagartland@gmail.com

Alison Mehlsak

City of Portland | Generated 8/23/2022 @ 10:28 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	Alison Mehlsak	Parks Commission	3	Pending
Application Date	8/4/2022			
Expiration Date	8/4/2023			
Status				

Basic Information

Name

Alison Mehlsak

Contact Information

Address

96 North Street
Portland, ME 04101

Cell Phone



Email



Additional Information

Notes

ALISON MEHLSAK

96 North Street, 04101 [REDACTED]

August 4, 2022

Dear Ms. Rand:

I'm writing to submit my candidacy for a seat on the Portland Parks Commission. Having grown up in the Portland area, I have important, happy, and formative memories at parks and recreation facilities across the city: Riverton Pool, Payson Park, Back Cove, Fox Street field, The Portland Armory, and the list goes on. Having moved back to Portland with my family in early 2020, I now have the chance to experience these same places with my husband and son, as well as explore new ones - the Eastern Prom park, East End Beach, and East End Trail being some of the regulars. With a 1-year old son, I also am highly motivated to help shape his ability to experience and benefit from these same spaces - today and in the future.

In addition to the emotional desire to connect back with these spaces, I'm also feeling pulled to the opportunity to serve my city. Having moved back to Maine, there's nothing I love more than talking about how great the community is; having lived many other places, I'm keenly aware how unique and special this community is. I would love to find a way to serve it; putting my skills as a strategist, collaborative problem solver, creative thinker, and counselor to work in service of this city and its people would be a great honor and, I hope, pleasure!

Sincerely,

Alison Mehlsak

ALISON B.R. MEHLSAK

96 North Street, 04101 • [REDACTED] • [REDACTED]

Alison is an experienced social impact, sustainability, and values-driven leader with a passion for and expertise in effective stakeholder engagement and communications.

EXPERIENCE

- 2019-Present** **Edelman, Senior Vice President, Brand Purpose (previously Vice President)** **New York, NY**
- Oversee the social impact/sustainability strategy design, operationalization and communication for multinational consumer goods manufacturers across health, food, beverage and personal care categories (Sanofi, Unilever, Ekaterra, PepsiCo)
 - Lead the transformation of the TAZO tea brand into a regenerative business, developing aggressive sustainability commitments and working cross-functionally to help ensure the brand gives back more than it takes to people and planet; commitments to launch publicly in 2022
 - Led design, development, and on-time launch of the TAZO Tree Corps, a sustainability/social impact/DEI program fighting for climate justice through a paid workforce development program in 5 cities across the United States; resulted in \$40,000 in matching funds to nonprofit partner American Forests, 1B+ earned impressions, +2% in HH penetration and +1% category share growth v. year ago
 - Led the development and publication of Love Beauty and Planet's first-ever sustainability progress report, including assessment of impact delivery and storytelling approach
 - Led impact and partnership strategy development for Pure Leaf's "No Grants" program, calling attention to the burden of hyper-expectation culture placed on women and the financial costs they face when saying 'no' in the workplace to avoid burnout; resulted in nearly 1,000 grant applications and 8B+ earned impressions
 - Lead a team of 6 in helping Sanofi brands across categories (Allegra, Xyzal, Zantac360, Gold Bond, Cialis) define their purpose, develop impact strategies to bring them to life, and create consumer- and employee-facing activations to communicate them
 - Manage a team of 7, support Managing Director in leading Global Purpose Team operations
- 2018-2019** **Futerra, Purpose Planner** **New York, NY**
- Managed the strategy and on-time launch of PVH's first-ever corporate sustainability website
 - Guided corporate and brand leaders from Mondelez and Colgate-Palmolive in adapting global sustainability guidance for category- and market-specific product strategies
- 2017-2018** **Creative Artists Agency, Executive, CAA Social Impact** **New York, NY**
- Led the development of Hudson Bay Company's first-ever corporate giving and volunteer program
 - Led development and execution of KPMG's social impact programming focused on lifelong learning
 - Managed a team of 2 and project team of 7
- 2016-2017** **General Mills, Associate Brand Manager, Fruit Snacks** **Minneapolis, MN**
- Grew \$90M fruit snacks P&L by 32% by partnering with retailers, R&D and consumer insights team to unlock data-driven business growth opportunities
 - Led award-winning cross-functional team to: reduce \$9.5M of fruit snacks packaging and input waste, reduced sugar across the product line to improve wellness profile while reducing costs by \$250K, executed on-time/on-budget labeling conversion for FDA compliance
- 2011-2014** **Cone/Porter Novelli, Senior Account Executive, CSR/Social Impact (previously AE, AAE)** **Boston, MA**
- 2009-2011** **Experimental College, Tufts University, Program Assistant** **Medford, MA**
-

EDUCATION

Darden School of Business, University of Virginia
Master of Business Administration, May 2016

Charlottesville, VA

- Morton Award for Excellence in Leadership, Member UVA Honor Committee
- MBA Intern, Corporate Office of Sustainability, The Coca-Cola Company (Atlanta, GA)

Tufts University

Medford, MA

Bachelor of Arts, Political Science, May 2009

- Honos Civicus Society (public service honor society), Dean's List all semesters, GPA 3.69
- Varsity Women's Soccer ('05 Regional Champions and NCAA Semi-Finalist)

PERSONAL

- Love to lose track of time reading a good mystery or watching one on TV
- Born-and-bred Mainer; especially fond of ferries, rocky coastlines, foghorns, and layering outerwear

JOHN O'LEARY, IV

City of Portland | Generated 8/23/2022 @ 10:19 am by OnBoard2 - Powered by ClerkBase

Status

Name JOHN O'LEARY, IV
Application Date 8/21/2022
Expiration Date 8/21/2023
Status 

Board (Rank)

Parks Commission (1)

Historic Preservation (2)

CDBG (Annual Allocation Committee (3)

Vacancies

3

0

1

Status







Basic Information

Name

JOHN O'LEARY, IV

Contact Information

Address

342 Woodford Street
Portland, ME 04103

Cell Phone



Email



Additional Information

Notes

August 21, 2022

City of Portland
389 Congress Street
Portland, ME 04101

Subject: Boards & Committees

Dear City of Portland,

I am a highly dynamic and enthusiastic person and have always wanted the opportunity to work with a division that provides a vital public service. I am very business minded with a background in budget monitoring, financial analysis and expenditure tracking. In my previous role as Staff Accountant for Altman Prosthetic and Orthotic Center I was in charge of analyzing operational costs for fabrications plants and evaluating hospital workspaces to reduce costs. I was also responsible for expense tracking for purchases from suppliers on a monthly, quarterly, and annual basis to prevent exceeding budget allocation.

I hold a Bachelors degree in business along with a Masters degree in Business Administration and have eight years of experience reviewing and analyzing budgets for RICOH Americas Corporation. My experience with the government sector involved preventing revenue loss from the States of Virginia and New Hampshire by identifying tax disputes with their various entities such as state universities and public utilities to prevent discrepancies in procurement. On the federal level, I worked with the Defense Acquisition Regulatory Council (DARC) to modify contracts along with lease contract negotiation to ensure compliance with federal laws and statutes.

I know that my education and work experience can aid the City of Portland and am prepared to leverage my knowledge to develop ideas and real world solutions. My excellent analytical skills, along with my superior organizational, communication and interpersonal skills are the reasons I am best candidate for the board.

Sincerely,

John J. O'Leary

John J. O'Leary

342 Woodford Street, Portland ME 04103

[LinkedIn profile](#)

PROFESSIONAL SUMMARY

Innovative, driven, analytical professional with 10+ years of experience. Proven ability to cultivate relationships and use excellent judgement to problem solve. Committed to creating an impactful experience for customers that integrates technology.

EDUCATION

University of Hartford, MBA, International Business, 2009

Major Projects

- International Business in Dubai: Performed re-insurance analysis for The Hartford to identify the economic impacts of the Dubai marketplace.
- International Services Marketing in Bangkok & Singapore: Performed marketing analysis for GE Money applying service strategies to achieve an edge.
- International Business & Multinational Enterprise in Prague: Explored the constraints facing Prague Studios as they develop global business opportunities.

Saint Anselm's College, BA, Finance, 2000

PROFESSIONAL EXPERIENCE

Post University

Waterbury, CT

April 2021 – Present

Associate Faculty Lead

- Oversee 13 online associate faculty and serve as their main point of contact.
- Collaborate with the program chair to ensure associate faculty have the support they need to create an exceptional online classroom experience.
- Advance Post's continuous improvement culture by utilizing real-time reports and dashboards to review instructor engagement and student satisfaction.
- Manage student issues, including but not limited to civility matters & academic integrity.
- Check the validity of all course links in the master courses before term release. Assist with IT functionality coordination, including student/instructor tech support, access.
- Enter associate faculty staffing in Campus Nexus Student before term release.

Whole Foods

Portland, ME

April 2020 – August 2021

E-Commerce team

- Support Prime Now customer needs, prepare orders for delivery and pick-up.
- Provide excellent customer service and model suggestive selling techniques.
- Maximize weekly sales goals of \$500,000 through effective and proper procedures for prepping, storing, rotating, stocking, and merchandising products.

RICOH USA

Glastonbury, CT

January 2010 - December 2012

Accounts Receivable Manager

- Hired, managed, and motivated team of 8 employees.
- Identified department inefficiencies and recommended streamlined procedures to improve productivity and job performance.

- Reviewed aged trial balances to highlight collection problems and potential bad debt.
- Prepared and analyzed monthly statistical reports for key DSO reports.
- Responsible for second level approval for credits, adjustments, refunds, and collection accounts.
- Conducted regular 1-1 direct report meetings to set accountability measures, establish regular team goals, evaluated progress. Managed payroll for direct reports.

IKON Office Solutions Glastonbury, CT March 2002 - January 2010
Senior Accounts Receivable Analyst

- Led business operations to achieve cost-effective production with increased quality.
- Provided comprehensive sales support to Cash Management Portfolios team.
- Analyzed, proactively identified, and implemented strategies to improve quality and reduce collateral expenses.
- Reconciled monthly lease pool detail and account reconciliations, compiled data reports for key stakeholders.
- Six Sigma: Enhanced customer focused processes by minimizing cost of execution of projects ranging from delivery on equipment orders to resolution of invoicing questions.
- Facilitated routine inventory management for SOX related audits.
- Assisted with training and coaching needs of internal and external team members.

Altman Prosthetic & Orthotic Center West Hartford, CT July 2000 - January 2002
Staff Accountant

- Designed a database and reporting structures to track and reconcile facility expenses.
- Formulated a weekly checkbook report for payables of two fabrication plants.
- Monitored budgets for each site focusing on client/market data, product marketing material, and information research.

TEACHING EXPERIENCE

Post University Waterbury, CT January 2013 - Present
Associate Faculty

- **Macroeconomics (ECO 201)** - Course examines the fundamental structure of a macro economy including employment, inflation, interest rates, and business cycles.
- **Microeconomics (ECO 202)** - Course focuses on the decision-making processes of individual and interconnected economic units such as household, firms, and industries.
- **Business Policy Seminar (BUS 411)** - Teaching seminar requiring students to utilize business and economic concepts when analyzing corporate business strategies.
- **Logistics Management (BUS 320)** - Course focuses on physical distribution, sourcing and production activities while understanding its impact on business operations.
- **Money and Banking (ECO 303)** - Course examines the process of financial intermediation in the economy, primarily focused on the role of money and banking.
- **Principles of International Business (IBA 301)** - Course examines the multidimensional macro-environment of international business.

University of Hartford

West Hartford, CT

December 2015 - December 2020

Adjunct Faculty

- **Global Strategic Management (MGT 609)** - Online graduate capstone that considers the strategic leadership of organizations within global environments.
- **Management of Organization (MGT 440)** - Undergraduate capstone teaches how leaders formulate and oversee the implementation of organizational strategies.
- **Understanding the Dynamics and Environment of the World of Business (UISS 155)** - Integrative course examining the role that American business system plays in society.

University Denver

Denver, CO

August 2018 - September 2020

Adjunct Faculty

- **Managerial Economics (FIN 4760)** - Online graduate course integrating microeconomic analysis with the important perspectives that form the business environment in the contemporary world.

Regent's University

London, UK

May 2014 - May 2016

Study Abroad Leader

- **First Year London Experience (US190)** - Led group of first year students on interdisciplinary summer study abroad program that exposes them to another culture and encourages them to explore the world outside of the United States.

Goodwin University

East Hartford, CT

September 2010 - September 2014

Adjunct Faculty

- **Computer Literacy (CAP 110)** - Designed and implemented course curriculum to teach computer basics and Microsoft Office software programs.

ARCHIVAL RESEARCH PROJECT

Reuter's Coach Works, Inc.

Archivist

- Established *Reuter's Coach Works* archive housing hundreds of items relating to the rare antique automobile restorations of Duesenberg, Bugatti, Rolls-Royce, and Mercedes-Benz.
- Reuter's clients included Alec Ulmann, James Melton, Briggs Cunningham, Ken Purdy, Henry Austin Clark, Jr., and former U.S. Presidents (FDR & Woodrow Wilson).
- Collaborated with RM Sotheby's and Bonhams on investment-quality automobiles in the global automotive market.

TECHNICAL SKILLS

- Microsoft Office, Oracle, SAP
- Blackboard, Campus Nexus Student, Pioneerweb, Adobe Connect
- Sitebuilder Website Design Software

PUBLICATIONS

- O'Leary, John J: *AKTION P: Survival of Mercedes-Benz 540K from WWII*. 2014
- O'Leary, John J: *Reuter's Coach Works: The Stradivarius of Car Restorers*. 2016
- O'Leary, John J: *Staying in the Game. Portraits Magazine*, Vol. 19, Fall 2017. pp 22-29.
- O'Leary, John J: *James Melton & Gus Reuter: Museum to Autorama*. 2018

PRESENTATIONS

- *AKTION P*, International Drive History Conference, 2018, Allentown, PA.
- *Reuter's Coach Works*, International Drive History Conference, 2019, Allentown, PA.
- *James Melton Autorama*, Boynton Beach Historical Society, 2021, Boynton Beach, FL.
- *Have you seen...Melton Museum*, Norwalk Historical Society, 2022, Norwalk, CT.
- *1960: JFK on campus*, Saint Anselm College, 2022, Manchester, NH.

LEADERSHIP

- UConn Men's Assistant Lacrosse Coach (2011 – 2020)
- United Way Chair (2012)
- United Way Co-Chair (2011)
- Workplace Mediator Training (2008)

Brad Miller

City of Portland | Generated 8/23/2022 @ 10:17 am by OnBoard2 - Powered by ClerkBase

Status

Name Brad Miller
Application Date 8/21/2022
Expiration Date 8/21/2023
Status 

Board	Vacancies	Status
Historic Preservation	0	

Basic Information

Name
Brad Miller

Contact Information

Address
11 Cleeve Street
Apt 1
Portland, ME 04101

Cell Phone


Email


Additional Information

Notes

BRAD R. MILLER

11 Cleeve Street Apt 1 • Portland, ME 04101

AUGUST 19, 2022

Evan Schueckler
Historic Preservation Program Manager
City of Portland
389 Congress Street 04101
Portland, ME

Dear Mr. Scheuckler,

I am a preservationist, non profit professional, cyclist, and new resident of Portland interested in the historic built environment, place keeping, and fostering a resilient city for everyone. I am seeking to serve the community as a member of the Historic Preservation Board.

I have a strong knowledge of historic preservation theory, law, and practice, having worked in the field for over eight years in four states. I am currently the Preservation Manager at Maine Preservation, a statewide historic preservation nonprofit, where I work with a host people including property owners, nonprofits, developers, and local governments. In my role, I manage our Protect & Sell real estate program, oversee our preservation easement portfolio of 34 buildings, and administer a capital improvement sub-grant program. I also oversee our annual Most Endangered Historic Places List, Honor Awards programming, and Patricia Anderson Summer Fellowship.

In previous roles, I staffed historic preservation commissions in eight different cities and towns in Indiana, including several Certified Local Governments. My responsibilities included preparation of staff reports, development of design guidelines, management of public meetings, and training commission members on best practices. I also worked directly with property owners petitioning for approval and understand the importance of treating everyone equally and working with them to prove preservation is a process for public benefit and not a roadblock to their project.

I believe the combination of my experience and interests align with the duties of the Historic Preservation Board. I appreciate the opportunity and look forward to your response.

Sincerely,
Brad Miller

BRAD R. MILLER

Historic Preservationist • Nonprofit Professional

ABOUT ME

Interested in the histories and design of our built environment and dedicated to finding ways to leverage these assets to foster stronger and more sustainable communities.

EXPERIENCE

2021- Present Maine Preservation • Yarmouth, ME

Present Preservation Manager

- Lead Protect & Sell program, including real estate sales assistance and oversight of preservation easement portfolio to protect privately held historic properties
- Lead the strategy and execution of Maine's Most Endangered Historic Places List and Honor Awards
- Administer capital improvement sub-grant program
- Manage Patricia Anderson Summer Fellowship program

2017-2021 Indiana Landmarks • Gary, IN

Director, Northwest Field Office

- Lead and support advocacy efforts to save endangered landmarks in Lake, Porter, Jasper, and Newton Counties.
- Manage Partners in Preservation statewide National Register grant program.
- Organize individuals, community groups, and local governments on preservation issues and projects, including use of the grant and loan programs of Landmarks.
- Manage and conduct project review for three historic preservation commissions.
- Promote preservation through educational programming and events.

2016-2017 Indiana Landmarks • South Bend, IN

Community Preservation Specialist, Northern Regional Office

- Staffed five historic preservation commissions reviewing certificates of appropriateness, liaising with property owners, and providing commission training.
- Identified endangered historic buildings; determined and implemented strategies with local partners to preserve them. Strategies included designation at the local, state, and national levels, securing financial support, and organizing outreach.
- Assisted Regional Director in building and sustaining community partnerships and advocating for preservation through workshops, presentations, and public events.

2015-2016 Somerville Historic Preservation Commission • Somerville, MA

Preservation Planner Intern

- Lead public history project to capture Harvard Hill neighborhood through archival research and oral history interviews in preparation for local designation.
- Awarded Community Preservation Act grant for conservation of Civil War monument and grave markers at Milk Row Cemetery.
- Implement second phase of city-wide historic plaque program and annual preservation awards.

EDUCATION

Master of Arts • History/Public History
Middle Tennessee State University, 2015

Bachelor of Arts • History • Cum Laude
Gettysburg College, 2013

SKILLS

Historical Research & Writing
Historic Structures Analysis
Heritage Assessment & Development
Landmark Commission Management

Community Outreach & Advocacy
Grant Management
Site Interpretation/Exhibit Development
ArcGIS Online

PROFESSIONAL ORGANIZATIONS & ACTIVITIES

Lake Michigan Coastal Program, Historical/Cultural Resources Advisory Board Member
Calumet Heritage Partnership, Board Member
Indiana Lincoln Highway Association, Board Member
National Trust for Historic Preservation
Vernacular Architecture Forum
National Council on Public History
American Association of State and Local History
Phi Alpha Theta

RESEARCH & PRESENTATIONS

Master's Thesis

Built for the Living: African American Funeral Homes on the Tennessee Landscape, 2015

National Register of Historic Places Nominations

St. John's Lutheran Church and School - Gary, IN (2019)
Henry and Caroline Schrage House - Whiting, IN (2021)
North Gleason Park Community Building - Gary, IN (2021)

Presentations

- Public programs: American Architecture 101, Historic Preservation 101, Historic House Research
- Built for the Living: African American Funeral Homes Across Tennessee, 1880s-1960s, Vernacular Architecture Forum, Chicago, IL, 2015
- Unbounded Partnerships: Community Based Preservation; Annual Meeting of the National Council on Public History, Nashville, TN, 2015
- Interpreting the African American Experience: Slavery, Civil War, and Reconstruction in Jackson County, Alabama, 1819-1870; History Graduate Student Conference, Loyola University Chicago, 2014

Robert O'Brien

City of Portland | Generated 8/23/2022 @ 10:18 am by OnBoard2 - Powered by ClerkBase

Status

Name Robert O'Brien
Application Date 8/22/2022
Expiration Date 8/22/2023
Status 

Board	Vacancies	Status
Historic Preservation	0	

Basic Information

Name
Robert O'Brien

Contact Information

Address
95 West St
Portland, ME 04102

Cell Phone



Email



Additional Information

Notes

ROBERT J. O'BRIEN

August 22, 2022

City Clerk Ashley Rand
City of Portland, Maine
389 Congress Street
Portland, Maine 04101

Dear Ms. Rand:

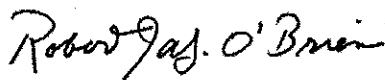
Please accept this letter of interest to stand for reappointment to the City of Portland's Historic Preservation (HP) Board. My two terms on the HP board have been extremely beneficial in learning board protocols, scope, and culture. I have been impressed with how the board balances owners' objectives with the Planning Department's goal of cultivating compatible development in sensitive neighborhoods like the Old Port, India Street area, and new residential historic districts like Munjoy Hill. It feels good to serve on a board where our outlook with each application is, 'How can we get to yes?'

What's more, I have seen the public's confidence confirmed at multiple hearings by having a 'jury of their peers' (so to speak) ask tough questions of developers and offer solutions to make a project more coherent with surrounding buildings. I have also witnessed many occasions where a development is being rushed and plans aren't ready for prime time. Sometimes, too, architects are stretched thin and miss critical details in their plans. This level of oversight produces higher-quality development in the city of Portland.

Professionally, I worked for eight years at Maine Preservation, the statewide historic preservation nonprofit, and five years for the Maine Downtown Center, which is the statewide coordinator of the National Main Street Program, founded by the National Trust for Historic Preservation. Personally, I live in a historic house in one of Portland's historic districts and abide by the same ordinances that the board reviews.

I wish to continue to apply this experience on Portland's Historic Preservation Board. Thank you for your consideration.

Sincerely,



Robert J. O'Brien

95 WEST STREET, PORTLAND, ME 04102 

ROBERT J. O'BRIEN

95 WEST STREET • PORTLAND, ME 04102 • [REDACTED] [REDACTED]

Senior Economic Development Manager with Public Policy and Political Experience

RELEVANT EXPERIENCE

Greater Portland Council of Governments, Portland | Senior Economic Development Manager | 2022

GPCOG is a convener for regional leadership, with 30 member communities in Cumberland County. Specific duties include Housing Strategies and Special Projects.

Maine Development Foundation, Hallowell | Program Director | 2017-2022

Statewide economic development nonprofit, founded by Legislative Charter in 1978. Programs include:

- **Forest Opportunity Roadmap (FOR/Maine)** - Federally sponsored project to facilitate transition strategies for communities affected by mill closures and changing markets for forestry products.
 - Oversees the FOR/Maine Communities Committee, a redevelopment effort for ten Maine mill towns funded by a \$1.2M grant from the US Economic Development Administration (EDA).
 - Primary lead to deliver education and resources to client communities on issues of:
 - Industrial **redevelopment strategies**, such as
 - **Opportunity Zone** leveraging
 - **Infrastructure grants** from the federal Northern Border Regional Commission, US EDA, USDA, Maine Rural Development Authority, and FAME
 - Prompting the private sector to increase workforce **housing development** through market analyses and buildable lot proforma
 - **Broadband expansion**, including the coaching of the Katahdin Region in establishing a public utility modeled after successful Calais-Baileyville
 - Leadership and **capacity building** by forming focused citizen work groups with directives, and financing scholarships to the Institute for Civic Leadership
 - Enhancing town **curb appeal and small business development** by applying strategies of the National Main Street Center's Four Point Approach® (Design, Promotion [inc. events], Economic Vitality [diversification], and Organization)
- **Maine Downtown Center** - Statewide coordinator of the National Main Street Center program with twenty-seven Maine communities practicing the Four Point Approach® for downtown revitalization.

Robert J. O'Brien, Consultant | 2016-2017

Worked in the fields of project management, public policy and planning. Project included:

- Coordinator of the \$1.2M Grants to Green program at **Maine Development Foundation**
- Planning Assistant at **Town of Freeport, Maine**
- Comprehensive plan writing, ordinance development, and code review for **Maine Design Workshop**
- Event orchestration (logistics/content/speakers) for seven seminars at **Maine Downtown Center**

Maine Preservation, Yarmouth | Assistant Director | 2008-2016

Statewide historic preservation nonprofit organization, founded in 1972

- Developed annual budgets, performed recordkeeping in QuickBooks, created new Chart of Accounts
- Serviced all IT needs and coordinated with IT consultants to project manage and collaborate on construction of Wordpress website and creation of a custom development database

- Composed communications pieces for annual magazine, Constant Contact, and other
- Headed all development campaigns, up to eight per year, and drafted, assembled, submitted and reported on up to five grant applications per year
- Orchestrated up to three major events per year, planning logistics, marketing, and staffing
- Managed internship program, including recruitment, interviewing, accommodations, overseeing workflow, exit interviews, college valuations, and employment references

Board of Public Education, Portland | Elected Member | 2006-2009

Maine's largest and most diverse school system with 7,500 students, 1,200 staff and \$100M budget

- Managed campaign in competitive race against incumbent; won all polling stations
- Nominated by peers as Policy Committee Chair, a rare appointment for a new member
 - Inherited a highly contested policy change banning weighted GPA at high schools
 - Led full-year vetting process of policy change with extensive research and public hearings
- Participated in accepting superintendent's resignation, installing interim and hiring replacement
- School board was heavily involved in school system's management during period of transition; at peak, school board met for six-hour meetings four nights each week
- In 2nd year, served on Finance Committee, developing \$100M budget for board and voters
- In 3rd year, served on Facilities Committee, auditing needs for school system's 17 facilities
- Nominated by peers to serve as Chair of school board twice

COMMUNITY LEADERSHIP EXPERIENCE

Portland Charter Commission | Elected member (twice) | 2009-2010, 2021-present

Specially appointed commission to examine and recommend changes to Portland's Charter

Elected chair of Governance Committee, overseeing questions of the city's structure

Portland Historic Preservation Board | Appointed Member (Twice), Vice Chair | 2016-2019, 2019-present

Architectural review board of new construction and significant alterations within municipal historic districts

Irish American Club of Maine, Portland | Board of Directors (President) | 2002-2008 (2004-2006)

Non-profit social club founded in 1973 with several hundred members

West End Neighborhood Association, Portland | President | 2006

SPECIAL RECOGNITION

Maine Today Media | Forty Under Forty | 2011

EDUCATION & TRAINING

Institute for Civic Leadership, Mount Abram's Class | 2018-2019

Muskie School of Public Service at USM, Portland | Master of Public Policy & Management | 2007

- Capstone project: *Building a Logistics Infrastructure in Maine* with economist Charlie Colgan

Bates College, Lewiston | Bachelor of Arts | 2002

Senator George J. Mitchell Scholar | 1998-2002

Jeffrey Talka

City of Portland | Generated 8/23/2022 @ 10:21 am by OnBoard2 - Powered by ClerkBase

Status

Name Jeffrey Talka
Application Date 8/22/2022
Expiration Date 8/21/2023
Status 

Board

Historic Preservation

Vacancies

0

Status

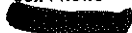


Basic Information

Name
Jeffrey Talka

Contact Information

Address
160 Craigle Street
Portland, ME 04102

Cell Phone


Email


Additional Information

Notes

Jeffrey J. Talka, AIA, NCARB, LEED AP
160 Craigie Street
Portland, ME 04102


August 22, 2022

City of Portland, Maine
Appointments Committee Chairman
c/o City Clerk
389 Congress Street
Portland, ME 04101
Via: email: arand@portlandmaine.gov

RE: Portland Historic Preservation Committee

Dear Appointments Committee:

Please accept this letter as my formal application to serve on the Portland Historic Preservation Committee. I have been a resident of Portland since 2018, and am a registered architect in Maine, among other states. I have been a licensed architect since 1981 and am very interested in participating in preserving the historic fabric of Portland.

From my early days in my architectural career, I was involved with many historic preservation projects in the United States and Canada. Some of my projects include:

- City County Building, Salt Lake City, Utah
- Hollinsworth Building, Calgary, Alberta, Canada
- Prospect Park Boathouse, Brooklyn, NY
- Woolworth Building, NYC
- Chrysler Building, NYC
- Lyceum Theater, NYC

Prior to moving to Portland, my wife and I lived in a vintage 1911 historic house in Hartford, CT; there we worked with the State SHPO to obtain credits for the restoration of the property. We presently live in a 1920's Maine shingle style home designed by John Calvin Stevens and have been true to the design.

My interest in preserving and restoring the building stock of Portland is deeply founded. I look forward to describing my qualifications further to you.

Respectfully submitted,



Jeff Talka, AIA

Jeffrey J. Talka, AIA, NCARB, LEED AP
160 Craigie Street
Portland, ME 04102



Education:

BArch/1977/ Pratt Institute, Brooklyn, NY

Registrations:

Registered Architect in ME, NY, and FL; NCARB Certification

Affiliations:

Member, American Institute of Architects (AIA)
Member, American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE)
Member, Scientific Equipment and Furniture Association (SEFA)
Member, American Biological Safety Association (ABSA)
Member, American Association for Laboratory Animal Science (AALAS)
Member, International Society for Pharmaceutical Engineering (ISPE)

Presentations and Publications:

2021, ISPE webinar, "Application of Trending Technology to Biopharma Manufacturing"
2021, Lab Manager, "How Builders Can Leverage Technology to Develop Smart Labs"
2020, Lab Manager, "Learning from Retail"
2020, Lab Manager, "Planning Approach for Diagnostic Laboratories"
2019, Laboratory Design Conference, Orlando, FL, "Convergence Panel, Blending Workplace and Laboratories"
2018, SMPS Boston, "Life Sciences Panel: Disruption and Innovation in the Future of Biotech Facilities"
2017, International Laboratory Design Conference, Madrid, "Future-proofing your Facility"
2013, SEFA Spring Meeting: "Achieving Excellence in Custom Laboratory Design and Execution"
2011, SEFA Fall Meeting: "STEM Facilities, a Presentation and Overview"
2010, BioFlorida Annual Meeting: "Leveraging Your Discoveries by Raising the Bar"
2009, American Biological Safety Association: "USF Insectary Design for ACL-2"
2008, AHCA Florida: "Central Energy Plant, Sarasota Memorial Hospital"
2008, Realtor Round Table, Palm Beach County Business Development Board: "Mitigating Risk in Speculative Laboratory Projects"
2007, BioFlorida Annual Meeting: "Laboratory Facility Development", Roundtable
2005, ILAR Journal, co-author, "Facility Design Considerations for Select Agent Animal Research"
2004, IFMA Conference: "Interim Solutions for Facility Shortfalls",
2003, Lab Design Conference: "Critical Facilities, Barrier and Containment"
2001, Society for College and University Planning Southeast Regional Meeting, Speaker: "Piedmont College"
2001, ASHRAE Annual Meeting: "Architectural Considerations in Clean Room Design"

March 2021-present:

The S/L/A/M Collaborative, Boston, MA
Science and Technology Practice Leader

Pfizer

Multiple Laboratory projects at Pfizer's campuses in Groton, CT, Pearl River, NY, Andover, MA, and Cambridge, MA.

LabCorp, Tampa, FL

Expansion study for 30,000 GSF of new laboratories within the existing courtyard

Jumbo Capital, Billerica, MA

Conversion of an existing 45,000 GSF commercial building to Life Sciences use

University of Iowa, BRSF Grant application

Design and documentation of 20,000 GSF addition to the existing Biomedical Research Support Facility to support their NIH C06 grant application.

July 2020-March 2021:

SGA Architects, Boston, MA

Director of Science and Technology

Jeffrey J. Talka, AIA, NCARB, LEED AP

Page2

March 2020- July 2020:

J Talka Consulting, LLC, Portland, ME

Owner

May 2018- March 2020:

SMRT Architects and Engineers, Portland, ME

Life Sciences Leader

Sanofi Pasteur, Swiftwater, PA; B78 Fluzone Seed Development Laboratory

New 23,000 SF Lab to develop seed lines for the manufacture of new products for the global leader of flu vaccines

Women's Care Florida, Tampa, FL; New diagnostics lab

New 18,000SF Lab to assess and report on women-based diagnostics for women's care and Non- Invasive Prenatal Testing.

Includes the installation of a new state of the art Roche automated diagnostics testing line.

L'Oreal Research and Innovation Campus Project, Clark, NJ

Redevelopment of over 350,000 SF to a consolidation to 251,000 SF while accommodating a 10% increase in staff. Developed new paradigms for research and collaboration resulting in a plan to tighten up assets while fostering a new progressive work and discovery environment.

August 2014- May 2018:

The S/L/A/M Collaborative, Glastonbury, CT

Science and Technology Practice Leader

L'Oreal Research and Innovation Campus Project, Programing and Masterplanning, Clark, NJ

Programming to consolidate an existing campus comprised of 5 leased and owned buildings. Goal was to optimize building efficiencies, develop new workplace and lab paradigms, and to be a sustainability leader concurrent with L'Oreal's Sharing Beauty With All (SWBA) program.

Sanofi Pasteur, Swiftwater, PA; BSL3 Laboratory Fit Up

New BSL3 laboratories to allow Sanofi to meet global GAP III requirements for polio research and repository

Sanofi Pasteur, Swiftwater, PA; Building 75, Quality Control Laboratory

New 94,000 SF three story laboratory to consolidate Sanofi's QC operations for their vaccine production efforts.

Rutgers University, Weeks Hall School of Engineering, New Brunswick, NJ

New Microfabrication Facility as part of the new 130,000 SF showcase engineering building

University of Texas at Austin; Health Discovery Building and Health Transformation Building

Medical and scientific equipment planning and procurement assistance for these new medical and research based buildings to support the new Dell Medical School.

Rashid Medical Complex, Dubai, UAE

Laboratory planning for a new 140,000 SF research lab and 30,000 SF central medical lab in support of the new Rashid complex to be completed by 2020 for the global showcase.

June 2011- August 2014:

Talka Science and Technology Architecture, Inc.

Founder and Principal

Talka Science and Technology Architecture, Inc. was formed to assist institutional, corporate and government clients in realizing their research and development business goals. We work with our clients, large or small, to understand their business and translate their mission into a robust program which then is used to identify and develop their physical solutions. In support of this Jeff Talka has established a program of bookending services which attach pre-design and programming to the front-end of project basic services and commissioning, and user-friendly operations support to the back-end to achieve the expected Certainty of Outcome.

Confidential Client, St. Paul, MN

Lab Planning for a new 400,000 SF laboratory consolidation project for a Fortune 500 company; in conjunction with BWBR Architects.

Jeffrey J. Talka, AIA, NCARB, LEED AP

Page3

H. Lee Moffitt Cancer Center, Tampa, FL

Lab planning for renovation of 11,000 SF Core Resources Laboratory

Labcorp Renovation for PROPEL Robotics Installation

Second of its kind in the world; automated accessioning installation

Byrd Alzheimer's Institute: Heart Genomics Laboratory

Open plan dance floor fit-out with fully relocatable and adaptable casework, as the design basis for the future USF Heart Institute as part the new School of Medicine facility in downtown Tampa.

University of South Florida Research Foundation: Multiple Projects

Totaling over 10,000 SF for multiple users; includes infrastructure upgrades

Mayo Clinic, Jacksonville, Florida

Programming and Design Standards

Chonbuk University, South Korea: Korean Zoonotic Research Institute

State funded high containment facility to include Mad Cow research and treatment

August 2006-June 2011:

Gresham, Smith and Partners, Tampa, FL

Principal, Science & Technology

University of South Florida Research Foundation: Center for Biological Defense and New Insectary

Supporting the mission of the Global Health and Infectious Disease Research program

University of South Florida Materials Lab

Multi-disciplinary lab to support 20 PI's with divergent needs towards drug discovery

Shriners Hospitals for Children, Research Laboratory, St. Louis

Research Laboratory as part of this over 200,000 SF replacement hospital

Institut Pasteur Korea, Seoul, Korea

Research facility of 130,000 SF for this global research and development leader

H.Lee Moffitt Comprehensive Cancer Center, Tampa, Florida

Programming and planning for new clinical and pathology laboratories

University of Alabama at Birmingham Radiation Oncology Laboratories

In support of the Women and Infants Center

Sarasota Memorial Hospital Central Energy Plant

Complete replacement: \$56M incorporating acoustical treatments to address neighborhood concerns

Sarasota Memorial Hospital Critical Care Facility Vertical Expansion

Vertical expansion to accommodate four new surgery suites plus relocated dialysis unit; over existing Critical Care Facility

February 2003-August 2006:

CUH2A, Atlanta, GA

Managing Director, Atlanta

Managing Director for the Atlanta office, which contained over 90 professionals, including architects, lab planners, mechanical and electrical engineers. Maintained profitability and stable employee census with relation to work loads. Duties included Project Director for projects such as:

University of Georgia, Animal Health Research Center, Athens, GA

70,000 SF renovation of high containment laboratories at levels: BSL-3, BSL-3E, ABSL-3, BSL-3Ag

Case Western Reserve University, Animal Resource Center Modernization and Expansion, Cleveland, OH

80,000 SF renovation of multi species vivarium in a phased approach

Duke University Laboratory Animal Resources Strategic Plan, Durham, NC

Consolidation and modernization plan to help create a new service delivery methodology for animal resources

Duke University Regional Biocontainment Laboratory, Durham, NC

Programming and Schematic Design for a new 34,000 SF containment laboratory for BSL-2 and BSL-3 work in response to the NIH bioterrorism countermeasures program instituted after 911.

NIAID Integrated Research Facility, Frederickburg, MD

NIH funded multi discipline facility ranging from containment levels BSL- 2 through BSL-4 including imaging suite in containment.

Biolab Chemical Laboratory, Lawrenceville, GA

50,000 SF Technical Center with a developer-driven delivery method to support a national chemical manufacturer

Jeffrey J. Talka, AIA, NCARB, LEED AP
Page4

March 2002-February 2003
The S/L/A/M Collaborative, Atlanta, GA
Project Manager

O'Neal Veterinary Addition, Ft. Valley State University, Ft. Valley, GA
New 30,000 SF veterinary hospital, clinic, and laboratory to support Georgia's only vet tech program
Georgia Prevention Institute Medical College of Georgia
New 15,000 addition to facilitate studies on childhood obesity within a fully NIH funded program

April 1997-March 2002
Talka & Connor Architects and Engineers, Alpharetta, GA
Principal

University of Georgia, Athens, GA
New 25,000 SF Transgenic Poultry Facility
Arizona Chemical, Savannah, GA
Renovation of 20,000 SF of high bay open office to industrial R&D labs
Programming and planning for a new 80,000 SF R&D facility for this subsidiary of International Paper.
Medical College of Georgia, Augusta, GA
Programming and pre-design for new 100,000 SF Phase 2 to the Interdisciplinary Research Center
Elan Pharmaceuticals, Inc. Gainesville, GA
9,500 SF GMP renovation to support Category 2 controlled substance R&D / Scale-Up
Programming and masterplan for 100,000 SF of facilities over a 5 year period
Georgia Institute of Technology, Atlanta, GA
Multiple Lab Renovation Projects
Georgia State University, Atlanta, GA
Chemical Vapor Deposition Lab renovation for Class 100,000 clean room with enclosed sub-spaces at Class 100.
Piedmont College, Demorest, GA
Renovation of 15,000 SF of administrative "attic" space to new School of Nursing.
Stewart Hall: 40,000 SF multi-disciplinary STEM building, including Chemistry, Biology, Physics, Mathematics, Computer Sciences
Master Plan for the Demorest Campus to include and locate new programs and to develop a phasing plan for fund-raising opportunities: Renovation of existing Gym to a theater; renovation of former Science Building to the Walker School of Business; Addition to existing church for the Music Program.

October 1993-March 1997
Nix Mann and Associates (now Perkins& Will), Atlanta, GA
Project Manager

Georgia Institute of Technology MRDC Phase II Atlanta, GA
130,000 SF laboratory project to support Mechanical Engineering research as well as Materials Science
Spelman College Science Center, Atlanta, GA
New 150,000 SF addition and renovation to support the undergraduate teaching and research science missions
Tri County Technical College, Pendleton, SC
New 88,000 SF Health Sciences Center with both research and clinical components to support the teaching mission
Fieldale Farms Poultry Support Laboratory, Baldwin, GA
Renovation and addition for a state of the art analytical laboratory in support of Georgia's largest poultry growing and processing business.

March 1984-September 1993
The Hillier Group, Princeton, NJ: Project Manager, Administrator of R&D Studio;
Tampa, FL: Manager, Southeast Region

Berlex Laboratories, Inc. Wayne, NJ
Programming, design, and interior architecture for 100,000 SF headquarters office building. Masterplanning for 240,000 SF

Jeffrey J. Talka, AIA, NCARB, LEED AP

Page5

office and laboratories

Janssen Pharmaceutica, Hopewell, NJ

Programming, design, and interior architecture for 310,000 SF U.S. headquarters for Johnson & Johnson subsidiary

Masterplanning of 810,000 SF of phased build-out of offices, laboratories, and animal facilities

Dupont Merck Pharmaceutical Company, Wilmington, DE

Programming and Planning for 850,000 SF of office, laboratories, and central facilities

Harbour Island, Tampa, FL

Mixed use development of a 177 acre island off downtown Tampa

General Telephone Directories, St., Petersburg, FL

Southeast regional headquarters of 100,000 SF for the "Yellow Pages"

October 1979-March 1983

The Ehrenkrantz Group, New York, NY and San Francisco, CA

Project Architect

Hollywood Penta Hotel, Los Angeles, CA

Joint City and County Building, Salt lake City, UT

Historic restoration and adaptive re-use

R.L.Millender Center, Detroit

Kristie Archambault

City of Portland | Generated 8/23/2022 @ 10:10 am by OnBoard2 - Powered by ClerkBase

Status

	Name	Board	Vacancies	Status
	Kristie Archambault	Creative Portland Corporation	1	Pending
Application Date	8/22/2022			
Expiration Date	8/22/2023			
Status				

Basic Information

Name
Kristie Archambault

Contact Information

Address
1375 Congress Street
Portland, ME 04102

Cell Phone
[REDACTED]

Email
[REDACTED]

Additional Information

Notes

Kirstie Archambault
61 Washington St #209
Sanford, ME 04073



Dear Ashley Rand,

My name is Kirstie Archambault. I would like to submit a request for board renewal regarding Creative Portland's Board of Directors.

Currently I work as the Director of Digital Marketing for Greater Portland's Destination Marketing Organization, Visit Portland. At Visit Portland I am responsible for marketing the region through their digital channels as well as any digital marketing campaigns and strategies.

Through my experience at Visit Portland I have become close with the vision and mission of Creative Portland—to support and enhance Portland's creative economy through the arts. In 2019, I joined Creative Portland's Branding Workgroup to support the increase of visibility in artists and cultural organizations in the city. In 2020, I joined the board and enhanced my understanding of their vital community projects and brought my background into the mix to enhance the exposure and marketing efforts behinds these important art and culture initiatives.

I believe it is critical that we continue to dovetail these two initiatives to strengthen Creative Portland's brand while heightening Maine's tourism economy with arts and culture initiatives. Because of my shared experience working with Creative Portland and my work in the tourism and travel industry, I know I will continue to add value to Creative Portland's Board of Directors.

Thank you for your time. I look forward to touching base with you.

Best,

Kirstie Archambault

Kirstie L. Archambault



CONTACT ME



Sanford, Maine

EDUCATION

COLLEGE

Northern Vermont University - Lyndon, VT
2009 - 2013

Majors

B.A in English:
Journalism and
Creative Writing

Minors

Anthropology
Sociology

HIGH SCHOOL

Merrimack High School - Merrimack, NH
2005 - 2009

TOOLS

- Wordpress
- Hootsuite/Buffer/Creator Studio
- Adobe Suite
- Microsoft Office/Outlook

SKILLS

- Copywriting + Copyediting
- Email Marketing
- Keyword Research
- Social Media/Web Advertising
- Storytelling

Kirstie Archambault

DIGITAL MARKETING

Creative writer and content creator with 10+ years of marketing experience. Passionate about building brand awareness with a proven track record of performance in both audience growth and engagement.

WORK EXPERIENCE

Visit Portland - Portland, ME

Director of Digital Marketing | AUG 2020 - PRESENT

Organized FAM trips and press tours for vetted travel writers, influencers, and other media professionals. Worked with PR to pitch articles to national and local publications. Managed media budget and oversaw all digital marketing grant projects. Increased organic website reach by 85% through blog integration.

Digital Marketing Manager | SEPT 2018 - AUG 2020

Curated and executed a yearly program-of-work alongside monthly Editorial Calendar to organize/execute digital marketing initiatives. Oversaw events calendar, web advertising, Google Analytics, web content creation, and SEO. Measured and reported on performance of all online campaigns. Grew social media reach to 100K in two years.

Group Marketing Manager | JAN 2016 - SEPT 2018

Worked with meeting and wedding planners from all sectors to assist with coordination of events. Acted as liaison and made connections between local businesses and planners to facilitate events and conferences. Managed digital marketing initiatives to promote the Greater Portland, Maine region as a premier destination for meetings and events.

AARP NH - Concord, NH

Communications Specialist | JAN 2015 - JAN 2016

Oversaw social media coordination across platforms—organized, wrote, took photo/video, and scheduled out all content. Created and designed weekly blog articles and e-newsletters for their network of 220,000 AARP members. Managed events and on-site logistics for over 300 events.

New Hampshire Catholic Charities - Manchester, NH

Americorps VISTA | OCT 2013 - DEC 2014

Built sustainable programs and community outreach through events and marketing initiatives. Organized and executed everything from educational seminars to concerts to community events weekly while managing on-site volunteers and staff day-of. Marketed projects through a combination of print, digital, and grassroots efforts.

COMMUNITY INVOLVEMENT

Creative Portland - Portland, ME

Official non-profit arts agency for the city of Portland, Maine

Active Board Member since 2020

Hi there,

Happy Monday. I wanted to pass along my Creative Portland Board of Director's renewal letter and updated resume for your review.

Let me know if there is anything else I can provide.

Chat soon,

-Kirstie

Kirstie Archambault
Director of Digital Marketing
Visit Portland

Ms. Eliza LaCombe Ginn

City of Portland | Generated 8/23/2022 @ 10:11 am by OnBoard2 - Powered by ClerkBase

Status

Name Ms. Eliza LaCombe Ginn
Application Date 8/11/2022
Expiration Date 8/11/2023
Status 

Board	Vacancies	Status
Creative Portland Corporation	1	

Basic Information

Name
Ms. Eliza LaCombe Ginn

Contact Information

Address
414 Danforth Street
Portland, ME 04102

Phone


Cell Phone


Email


Additional Information

Notes

August 11, 2022

Dear City of Portland,

I am interested in renewing my appointment to the Creative Portland Board of Directors. Please use this letter and resume as my formal request. I believe that a strong creative economy is in the best interest for Portland and all its residents, and I look forward to continuing my service.

Sincerely
Eliza Ginn

Eliza LaCombe Ginn

414 Danforth Street | Portland, ME 04102 | [REDACTED]

Innovation, IT and marketing advisor and manager working in diverse community development finance environments in the service of the public good.

Professional Experience

Consultant/Innovation Director: Partners for the Common Good, Washington, DC
(November 2011 – Present)

Led the team of six that developed and deployed CapNexus (<https://capnexus.org/>), a leading community project financing platform, including architecting its integration with Salesforce, and managing a cross functional team of vendors, staff members, and stakeholders through visioning, implementation, and adoption. Formally presented the project and coached other similar institutions at the Opportunity Financial Network national conference. Provide daily support, coaching, and training to a diverse range of staff members to empower them to contribute to technology decisions and to increase efficiency in all program areas. Manage all database and information technology systems and make decisions on strategic deployment along with providing strategic direction to senior management on technology policies. Provide direction on graphic design, photography, videography and marketing.

Marketing Consultant: June LaCombe SCULPTURE, Portland, ME (2004 – Present)
Create all marketing materials, including email marketing campaign and print materials. Advise on social media practices and content. Design and maintain website.

Drupal Project Manager: Database Designs, Boston, MA (2012-2013)
Managed redevelopment of the Ohio Environmental Council website, including managing bi-coastal three person development team and clients. Advised clients across a variety of skill levels and backgrounds on supporting and enhancing existing platforms. Provided training and support for clients on Drupal administration.

Marketing and Membership Manager: Maine Island Trail Association, Portland, ME (2008 – 2010)

Envisioned, designed, and developed an interactive online version of the 250-page Guide to Maine Islands, along with its companion print version. Advocated for the online platform by educating board members and the membership about the value of an interactive platform. Managed recruitment and engagement of 3,500+ members to generate \$200,000 in revenue annually. Responsible for event planning, organizational communication, and outreach.

Consultant: Local Initiatives Support Corporation, Washington, DC/New York, NY 2005, 2007- 2011)

Assisted the VP of Communications in maintaining national and local websites and e-newsletter content and worked with Rural LISC, planning events, doing research and marketing.

Grant Application Reader: Community Development Financial Institutions Fund Financial Assistance Program, Washington, DC (2008-2009)

Scored and evaluated grant applications for relevance to the program, completeness, and community impact potential.

Eliza LaCombe Ginn

414 Danforth Street | Portland, ME 04102 | [REDACTED]

Development and Marketing Associate: Partners for the Common Good, Washington, DC (2005 - 2008)

Supervised more than \$10 M in socially and environmentally responsible investments from over 80 corporate, religious and nonprofit investors maintaining a 100% reinvestment rate. Researched and implemented new online database for ongoing communications with key stakeholders and created co-branded marketing materials, quarterly newsletters and other marketing materials for nationwide and targeted communication campaigns. Writer and packager for Treasury Department CDFI program (successful grant applications totaled over \$5 M). Developed new social and financial impact metrics and collection processes for monitoring of constituents. Managed relationships with all organizational stakeholders, including philanthropic and nonprofit partners and local and national consultants working on outreach projects.

Consultant/Intern at Woman's Small Business Center: Coastal Enterprises Inc, Wiscasset, ME (2004)

Project Manager in charge of redesign and refreshment of CEI website including content, structure and design. Marketing coordinator, fundraiser and event coordinator for Online Directory of Woman Business Owners. Designed and implemented a telecommunications assessment of available resources in Oxford County Maine, including two focus groups on perceptions of area resources and support requirements. Drafted final report summarizing research - presented findings to 7-member team including supervisor and CEO.

Technology

Proficient in: Salesforce Administration, Drupal Administration, Microsoft Suite, Adobe Design Suite (Photoshop, In-Design, Illustrator), Google Apps Administration, Wordpress Administration, Mailchimp/Constant Contact, Slack, Jira, Confluence, Basecamp, Agile Development, all social media platforms.

Education and Training

Bachelor of Arts: Sociology/Anthropology - Lewis and Clark College, Portland, OR
Studied abroad in India and Australia

National Development Council: Economic Development Finance 101, Business Credit Analysis 201, and Real Estate Finance 202

USDA Graduate School, Washington, DC: Graduate level Course - Information Design

Matthew (Matt) Schwach

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Status

	Name	Board	Vacancies	Status
	Matthew (Matt) Schwach	Creative Portland Corporation	1	Pending
Application Date	8/13/2022			
Expiration Date	8/13/2023			
Status				

Basic Information

Name

Matthew (Matt) Schwach

Contact Information

Address

25 High Street
Apt 311
Portland, ME 04101

Phone



Cell Phone



Email



Additional Information

Notes

25 High St Unit 311
Portland, ME 04101



City of Portland
Creative Portland Corporation

To Whom It May Concern:

My name is Matthew Schwach and I am "from Away". While Long Island, New York (my birthplace) chose me, my wife and I chose Maine starting with our first visit in 1980. In short order, we became summer residents in Southwest Harbor, and moved to Maine with our two school age boys in 1997. They are graduates of Mount Desert Island High School. After moving away for a time due to the needs of my career, we returned to Portland in 2018. I have recently retired from Trueline here in Portland and would like to become more involved with the city I have come to love and believe that I can help by joining the Creative Portland Corporation in an advisory role.

Although not an artist myself, I have been surrounded by the arts my entire life including many family members who are practicing writers/artists/musicians and/or teachers of the arts. Some years back, I was on the Board of the Summer Festival of the Arts in Bar Harbor, Maine. I believe my experience in business and marketing can be helpful (although I will, of course, need to gain a better understanding of this role and what it requires). Throughout my career, I have been involved in work team settings, which I enjoy and I appreciate the feedback that I have always received that people enjoy working with me.

Thank you for your consideration. I look forward to discussing this volunteer position.
With regards.

P.S. My most recent employer (Trueline, here in Portland) wrote a profile story about me which will give you a sense of who I am. It was wonderfully written by my former colleague, Mary Raitt Jordan.
<https://www.wearetrueline.com/trueline-spotlight-going-gonzo/>

MATT SCHWACH

Portland, ME • [REDACTED]

MEDIA PLANNING & IMPLEMENTATION EXECUTIVE/CONTENT MARKETING STRATEGIC SOLUTIONS | OMNICHANNEL MARKETING

QUALIFICATIONS SUMMARY

- Large advertising media agency background and small company entrepreneurial experience
- Extensive experience delivering strategic solutions across all communications channels and diverse marketer categories
- Proven team management that delivers innovation, client business results and profitability
- Content Marketing business development and content development

EMPLOYMENT, CLIENT EXPERIENCE & IMPACT

Trueline (Portland, ME)
Content Developer

2019-2022
(retired)

- **Engaged/secured executives (e.g., General Counsel, Chief Technology Officers) to be featured in Trueline's digital custom publications and conducted initial interviews**
 - Award from writing staff for interview quality (content and writing)
 - "Revenue All Star" for high ad revenue associated with my stories

iPowow (currently Sparx Technology)

Director of Partnerships

2016-2019

iPowow is a Participation TV ad tech platform enabling viewer participation with linear TV video and digital video.

• **Created awareness and consideration for iPowow among all the major ad agency holding companies where previously there had been little to none.**

engageSimply

Chief Media Officer

2013-2016

A digital content marketing startup.

• **Defined, crafted and implemented engageSimply's content marketing product, Programmatic Plus.** engageSimply was selected as a featured "Startup Spotlight" participant at the ad:tech NY conference, November 2014.

MediaCom, Chicago, IL

2010-2013

Managing Partner, MediaCom ExCo member

Managing Director (Inaugural), MediaCom Chicago

- Chicago office lead executive: Deployed extensive GroupM (parent company) resources providing new communication solutions for clients and new revenue for MediaCom
 - Engaged company resources that created entitlement/sponsorship of the Discover Orange Bowl and uniquely tailored NHL sponsorship (including the successful "Day With The Cup" promotion)
 - Awards: Journal of Financial Advertising (JFAM) and MediaPost Creative Media Award

- Led team that created an award winning, business building Healthy Choice/Bravo Top Chef multi-channel marketing partnership
 - 18% sales increase
 - Voted a "Product of the Year"
 - <http://productoftheyearusa.com/winners/winning-products/>
- Developed innovative, first-in-industry addressable television initiative (DISH Network), RFI interactive television trial (Canoe) and enhanced targeting (Google TV) that proved the effectiveness and efficiency of these new approaches for ConAgra
- Drove strategic expansion of behavioral targeting and online video resulting in effective plans for our clients and tripled digital billing (with associated revenue gain for MediaCom)
- Delivered organic growth from core clients (Discover Financial Services, ConAgra Foods)
 - New revenue to GroupM (7 figures)
 - 15% fee increase for key client
- Secured new business: Dave & Buster's, Grant Thornton, Dassault Systemes

MediaCom, New York

2007-2010

Managing Partner, ExCo member

Account Director, GlaxoSmithKline

- Managed the integration of the planning and buying activities for GSK's pharmaceutical and consumer healthcare divisions
 - Oversaw profitable 80+ member team managing \$750MM+ billings
 - Led strategic digital solutions
 - Early leadership w/online video that informed/led FDA pharma regulations
 - Pioneered use of social media to inform more effective search plans
 - Initiated collaboration and integration of SEO, SEM, GSK site analytics teams resulting in more effective plans
 - Drove digital team integration by weaving external group into core team
 - Drove rapid response evolution of media planning to communications planning for GSK consumer division
 - Merged 2 sets of disparate agency cultures (MEC, MediaCom)
 - Managed 2 sets of disparate client cultures (GSK's Pharma, Consumer Healthcare divisions)

MEC (formerly Mediaedge:cia and The Media Edge, currently Wavemaker) 1978-2007

Managing Partner, Account Director

Co-Founder, ExCo member, The Media Edge

- Member of the Ayer ad agency (joined 1978) senior executive team that created The Media Edge (1994) that launched the "unbundled" media agency era
 - Purchased initially by Y&R, then WPP, became the first successful full service media spinoff
 - Integrated former Y&R media departments (San Francisco, Chicago, Detroit)
 - Drove entrepreneurial spirit of the agency, accompanied by rapid billings/revenue growth, industry recognition (Ad Age Agency of the Year)
- Managed clients including: GSK (Pharma division), Celebrity/Royal Caribbean Cruise Lines, Charles Schwab, The Scotts Miracle-Gro Company (all new business wins; served in lead/integral role), E&J Gallo, MetLife

- Pioneering DTC efforts for GSK contributed to the creation of a portfolio of multiple billion dollar plus brands
- Robust introduction and application of business science analytics drove double digit sales increases for key Scotts products

EDUCATION

Bachelor of Arts, Colgate University, Hamilton, NY '78

BOARD/COMMITTEE EXPERIENCE

SFOA (Summer Festival of the Arts) Bar Harbor, ME: past Board member

4As (American Association of Advertising Agencies): Magazine Committee (member)

ABC (Audit Bureau of Circulations): Magazine Buyers Advisory Committee (member and Chairman)

Samantha Taube

City of Portland | Generated 8/23/2022 @ 10:14 am by OnBoard2 - Powered by ClerkBase

Status

Name Samantha Taube
Application Date 8/15/2022
Expiration Date 8/15/2023
Status 

Board	Vacancies	Status
Creative Portland Corporation	1	

Basic Information

Name
Samantha Taube

Contact Information

Address
73 Federal Street
Portland, ME 04101

Cell Phone


Email


Additional Information

Notes

Dear City Council & Creative Portland Corporation,

I am writing to express my interest in joining Creative Portland's Board. I live and work in Portland and am proud to call it home. While a marketer by trade, I am also an avid lover of the arts. I spent my entire childhood dancing, acting, and singing. One of the things I love most about Portland is our growing art scene across multiple mediums. Last weekend, I was able to go to a gallery opening, concert, and crafts fair all in one weekend - it was incredible. I believe the arts are vital and an important part of a growing city. I would love the opportunity to serve on the board and to help Creative Portland further its mission of supporting the creative economy.

Currently, I am the VP of Marketing for BentoBox, a restaurant technology company. In my current role, I lead a team of seven responsible for developing creative campaigns to reach our customers and prospects. In addition, I am a volunteer mentor for the Roux Institute where I am currently coaching Meru, a start-up focused on connecting small businesses with content creators.

I have been recognized for both my analytical skill set as well as my ability to collaborate and communicate cross-functionally. I am excited to potentially bring my skill set and love of the arts to Creative Portland and make a significant impact. I have included my resume for your review. I hope to be considered for the position and I would be thrilled to be offered an opportunity to interview. Should you have any questions regarding my background or interest, please feel free to contact me at your convenience.

Best,
Samantha Taube

Dear City Council & Creative Portland Corporation,

I am writing to express my interest in joining Creative Portland's Board. I live and work in Portland and am proud to call it home. While a marketer by trade, I am also an avid lover of the arts. I spent my entire childhood dancing, acting, and singing. One of the things I love most about Portland is our growing art scene across multiple mediums. Last weekend, I was able to go to a gallery opening, concert, and crafts fair all in one weekend - it was incredible. I believe the arts are vital and an important part of a growing city. I would love the opportunity to serve on the board and to help Creative Portland further its mission of supporting the creative economy.

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I have been recognized for both my analytical skill set as well as my ability to collaborate and communicate cross-functionally. I am excited to potentially bring my skill set and love of the arts to Creative Portland and make a significant impact. I have included my resume for your review. I hope to be considered for the position and I would be thrilled to be offered an opportunity to interview. Should you have any questions regarding my background or interest, please feel free to contact me at your convenience.

Best,
Samantha Taube

SAMANTHA TAUBE

SUMMARY

An experienced marketing leader with both B2B & B2C experience. I have seen and delivered results at all stages of growth from series A to pre-IPO. I am passionate about identifying market opportunities through data and bringing together teams to drive growth. Adept at developing go-to-market strategies, coordinating cross-functional teams, and implementing programs to support optimization & revenue growth.

EXPERIENCE

BENTOBBOX, Remote (*Acquired by Fiserv Nov. 2021*)

2021-Present

BentoBox is an end-to-end technology platform focused on supporting the restaurant & hospitality industry.

VP OF GROWTH MARKETING & DEMAND GENERATION

- Built and lead a team of eight responsible for performance marketing and demand generation. Our goal is to drive quality leads across channels (SEM, Paid Social, Email, CRO, SEO, Direct Mail, etc.) and segments (SMB, Mid-Market, Partnerships, Expansion) to support revenue growth.
- Identify, develop and execute integrated marketing campaigns and programs that drive customer/partner engagement, activation, and conversion to hit business targets.

VIEW THE SPACE, New York, NY

2019-2021

View the Space (VTS) is the leading SaaS technology platform for Commercial Real Estate.

DIRECTOR OF MARKETING OPERATIONS & STRATEGY (10/2019-Present)

- Led a team of two responsible for supporting marketing across: technology management & implementation, reporting, process development & automation, and data management. Our goal was to enable marketing and our cross-functional partners to operate efficiently and to scale with quality and consistency.
- Delivered global dashboards, weekly reporting, and quarterly forecasting to report on marketing effectiveness and enable continuous growth/improvement.
- Oversaw Marketing's quarterly planning process including targets, strategic development, and campaign planning.

SLICE, New York, NY

2017-2019

Slice is a digital platform connecting 12,000+ local pizzerias to consumers.

DIRECTOR OF B2B MARKETING & OPERATIONS STRATEGY (1/2019-10/2019)

- Led a team of seven (1 marketer and 6 BDRs) responsible for marketing and operations supporting the full B2B lifecycle. This includes go-to-market strategy, product messaging and positioning, pipeline optimization, demand generation and lifecycle marketing campaigns, and customer research.
- Managed cross-functional project teams responsible for go-to-market strategies, tactical planning, and marketing campaigns associated with key growth initiatives or product launches.
- Partnered with executive leadership to create Series C fundraising deck and responded to diligence inquiries.

DIRECTOR OF CUSTOMER ACQUISITION (11/2017-12/2018)

- Developed and led Slice's paid B2C acquisition team; leveraging a diverse set of direct response channels including Paid Social, Display, SEM, SEO/ASO, Out of Home, Radio, Direct Mail, In-Store Collateral and more.
- Generated quarterly marketing budgets and growth forecasts enabling the team to exceed QoQ goals in new customers acquired and repeat order volume while ensuring efficient spend.
- Orchestrated Slice's first brand advertising campaigns in Nashville (Radio) and New York (Out of Home) resulting in a 133% MoM increase in new customers acquired.

SENIOR MANAGER OF CUSTOMER ACQUISITION (1/2017-11/2017)

- Established channel attribution model to measure marketing effectiveness and drive increased efficiency.
- Scaled SEM as a key growth channel for Slice from under \$100/month in spend to over \$200,000 while maintaining or reducing CPAs.

COMMONBOND, New York, NY

2015-2016

Commonbond provides student loans and refinancing to undergraduate and graduate students in the U.S.

ACQUISITION MARKETING MANAGER

- Managed online and offline acquisition efforts resulting in over \$50M in loan volume.
- Directed digital prospecting and retargeting efforts across display, SEM, and Facebook resulting in a 5X increase in conversion.
- Orchestrated first out-of-home campaign resulting in over a 300% increase in applications and 40% increase in awareness/consideration.

MULTIPLE COMPANIES

2013-2015

Held semester-long internships at Birchbox, Spotify, Food52, and Sakara Life

GRADUATE INTERN, New York, NY

- Launched Facebook retargeting and lookalike advertising to deliver increased customer acquisition.
- Introduced customer referral program and promoted the launch across all major customer touch points.
- Evaluated opportunities for audio advertising to deliver increased brand awareness and customer acquisition.
- Trained global sales teams on effectively leveraging data from Spotify's Music Impact Study to support sales.
- Evaluated long-term retail industry, consumer trends and key factors influencing ROI of monthly brand campaigns. Assessed performance indicators required for a retail store and coordinated supporting systems prior to launch.

AMERICAN EXPRESS, New York, NY

2011-2013

SENIOR ACQUISITION MARKETING ANALYST, U.S. CONSUMER SERVICES (2011-2013)

- Launched direct mail acquisition in conjunction with the launch of the new Blue Cash Everyday card.
- Streamlined direct mail campaign execution process and reduced production errors by over 80%.
- Named Subject Matter Expert for Acquisition Marketing and a finalist in the Consumer Services Big Bold Pitch Competition.

ACQUISITION MARKETING ANALYST, U.S. CONSUMER SERVICES (2010-2011)

- Managed execution of monthly direct mail campaigns for two card products, resulting in 30% increase in response rates.

VOLUNTEER EXPERIENCE

- **Roux Institute**, Lead Mentor (July 2022-Present)
- **Portland Buy Local**, Email Systems Consultant (June 2021-September 2021)
- **Built By Girls**, Wave Mentor (February 2020-December 2020)
- **Catchafire**, Marketing Consultant (December 2011-August 2013)
- **DoSomething.Org**, Project Consultant (April 2012-May 2013)
- **iMentor**, Student Mentor (December 2010-February 2013)

EDUCATION

COLUMBIA BUSINESS SCHOOL, New York, NY

May 2015

MBA, *Honors*: Dean's List

BARNARD COLLEGE OF COLUMBIA UNIVERSITY, New York, NY

May 2010

BA, Economics, *Honors*: Dean's List

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Coordinator

DATE: September 20, 2022

SUBJECT: Order 82-22/23 Approving a Central Maine Power Easement Re: EVgo Charging Station at Spring and High Streets - Sponsored by Danielle P. West, Interim City Manager

SPONSOR: Danielle West, Interim City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/3/2022

Final Action 10/3/2022

Can action be taken at a later date: Yes If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: no

PRESENTATION: Troy Moon will be present to answer any questions.

I. SUMMARY

The order authorizes Central Maine Power to install equipment on public property to power EV charging equipment.

II. AGENDA DESCRIPTION

This item grants Central Maine Power access to City-owned property at the corner of Spring Street and High Street to install infrastructure to power DC fast chargers.

The City's One Climate Future plan calls for widespread adoption of electric vehicles in order to mitigate carbon emissions from transportation. Recognizing that residents and businesses will be reluctant to adopt electric vehicles unless they have accessible charging options, the City Council approved Order 160-21/22 on March 7, 2022, authorizing an agreement between the City and EVgo Services LLC (EVgo) for the deployment of four DC fast chargers and up to forty-four (44) level 2 Electric Vehicle (EV) charging stations on publicly-owned property. EVgo is now prepared to begin installation of their DC fast chargers at one of these locations, the City owned parking lot at the corner of Spring Street and High Street. The existing electrical service is not adequate to power the DC fast chargers proposed by EVgo. The technical design team at EVgo has shared the specifications and power requirements of the DCFC equipment with CMP so they can install an electrical service with the necessary capability. This easement grants CMP access to the property and grants them authority to install the necessary equipment. This will advance the City's efforts to make EV charging infrastructure more widely available to the public.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Transportation accounts for approximately 30% of the carbon emissions from within the City of Portland. The One Climate Future plan identifies electrification transportation as a key strategy to mitigate emissions from this sector. The City has entered into an agreement with EVgo to install eight parking stalls with DC fast charging capability as well as up to 44 parking stalls with Level 2 capability. The easement allowing Central Maine

Power to install an upgraded electrical service in the parking lot at the corner of Spring Street and High Street will help the City take an important step toward implementing its EV charging strategy.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Allowing CMP to install this equipment will enable EVgo to install DC fast chargers at this location per the agreement between the City and EVgo.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff recommends passage to enable the installation of the DC fast chargers already authorized by the City Council.

VIII. LIST ATTACHMENTS

1. Granting a CMP Easement for EVgo Charging at Spring and High 10.3.2022
2. CMP Easement Pole.Pad 12H, High Street to include Pole(s).Pad(s) 12H.1, High Street city final 9.26.2022
3. spring_high DCFC location

Prepared by:

Troy Moon, Sustainability Coordinator

Date: 09/20/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

ORDER GRANTING A CENTRAL MAINE POWER EASEMENT
RE: EVGO CHARGING STATION AT SPRING AND HIGH STREETS

ORDERED, that an easement for Central Maine Power at Spring and High Streets for an EVgo charging station, in substantially the form attached hereto, is hereby approved;
and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

City of Portland, a Maine Municipality with a mailing address of 389 Congress St., Portland, ME, 04101 (Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and its successors and assigns (collectively Grantees), with quitclaim covenants, the right and easement, in common with others, to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of wires and cables, together with all necessary fixtures and appurtenances under a portion of the surface of the land of the Grantor(s) in the City/Town of Portland, Cumberland County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 12H, High Street, Portland and extending to include Pole(s)/Pad(s) 12H.1, High Street, Portland. This easement affects land conveyed to the Grantor(s) in a deed from State of Maine, dated January 25, 1980, and recorded in the Cumberland County Registry of Deeds in Book 4560 Page 110. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

Grantee shall promptly remove all waste, tools, and all material and equipment after each permitted entry upon the Grantor's property pursuant to this easement.

The rights herein granted are subject to any leases, easements, rights, restrictions, and/or mortgages of record, insofar as the same are now in force and applicable.

WITNESS the hand(s) and seal(s) of Grantor(s) duly authorized representatives on _____,
Signed, Sealed and Delivered in the presence of

City of Portland

Danielle P. West, Interim City Manager

State of Maine
County of Cumberland, ss

The above-named Danielle P. West, personally appeared before me this ____ day of _____, 2022 and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said City of Portland.

Notary Public/Attorney
Printed Name:
My Commission Expires:

DCFC location - Spring/High
parking lot. Next to existing L2
chargers



MEMORANDUM
City Council Agenda Item

FROM: Victoria Volent, Housing Program Manager

DATE: September 12, 2022

SUBJECT: Order 83-22/23 Designating the 45 Dougherty Affordable Housing Development District and Adopting the Municipal Development Program for the District - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR: Pious Ali, Chair of the Housing and Economic Development Committee
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/3/2022

Final Action 10/17/2022

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: Corporation Counsel has reviewed the Credit Enhancement Agreement, the Declaration of Covenants, and the Development Program.

PRESENTATION: Mary Davis, Housing and Community Development Division Director will be available for questions.

I. SUMMARY

45 Dougherty LP (the Szanton Company) is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the proposed creation of 63 units of family rental housing on the city-owned property known as 43 & 91 Douglass Street.

II. AGENDA DESCRIPTION

During its July 19, 2022 meeting, the Housing & Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation to review and discuss the item. Specifically, the Committee requested that staff negotiate the percentage of value captured that would go back to the developer. The Committee expressed that they were comfortable with staff making a final determination on specifics and were in support of the project as a whole.

45 Dougherty LP (the Szanton Company) is proposing to construct 63 rental units at the property known as 43 & 91 Douglass Street and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project. The project would be called 45 Dougherty.

The project would include 35 one-bedroom, 18 two-bedroom, and 10 three-bedroom apartments. Of the 63 units, 46 would be reserved for households earning at or below 60% AMI (i.e. \$67,000 for a family of four) while the remaining 17 units would be leased at market rate.

45 Dougherty LP (the Szanton Company) is requesting Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 75% of the Tax Increment Revenues in Tax Years 1 through 12, declining by 3.75% annually in Tax Years 13-30 during the term of the District of the increased taxable value, currently estimated at a 30-year annual average of \$77,656, with an estimated total of \$2,329,683 in captured increased assessed value tax revenue returned to the

project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$8,700,000 and estimated annual tax of \$113,013 at the current 22FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$78,224, with an estimated total of \$2,346,732, will be non-captured general fund revenue.

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

During a meeting held on July 19, 2022, the Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation to review and discuss the recommendation.

The project would include 35 one-bedroom, 18 two-bedroom, and 10 three-bedroom apartments. Of the 63 units, 46 would be reserved for households earning at or below 60% AMI (i.e. \$67,000 for a family of four) while the remaining 17 units would be leased at market rate.

45 Dougherty LP is requesting Affordable Housing Tax Increment Financing (AHTIF). If approved, the AHTIF would be provided through a Credit Enhancement Agreement at 75% of the Tax Increment Revenues in Tax Years 1 through 12, declining by 3.75% annually in Tax Years 13-30 during the term of the District of the increased taxable value, currently estimated at a 30-year annual average of \$77,656, with an estimated total of \$2,329,683 in captured increased assessed value tax revenue returned to the project/developer to off-set project operating costs. The proposed project would be taxable with an estimated annual assessment of \$8,700,000 and estimated annual tax of \$113,013 at the current 22FY millage rate. The remaining increased taxable value, currently estimated at a 30-year annual average of \$78,224, with an estimated total of \$2,346,732, will be non-captured general fund revenue.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Establishing an Affordable Housing TIF District to support the development of 63 new units of rental housing.

Increased access to rental housing that is safe and affordable for working and low-income households.

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Public Benefit: In reviewing this AHTIF request, staff notes the public benefit associated with the TIF District of 63 units of rental housing for families; 46 units would be reserved for households earning at or below 60% AMI. Additionally, the AHTIF would create tax sheltering benefits estimated at an average of \$39,009+ per year, or \$1,170,260+ over the life of the district.

VII. RECOMMENDATION

Staff is requesting the City Council (1) approve the establishment of the 45 Dougherty Affordable Housing Development District, (2) approve a Credit Enhancement Agreement with 45 Dougherty LP.

VIII. LIST ATTACHMENTS

1. Order Designating Affordable Housing 45 Dougherty Street
2. 45 Dougherty Maine Workforce Housing Underwriting Loan Memo 9.18.22 (1)
3. Attachment 45 Dougherty

4. Dev Program 45 Dougherty 9-26-22
5. CEA 45 Dougherty

Prepared by:

Victoria Volent, Housing Program Manager

Date: 09/12/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER DESIGNATING THE 45 DOUGHERTY STREET AFFORDABLE
HOUSING DEVELOPMENT DISTRICT AND
TAX INCREMENT FINANCING DISTRICT AND ADOPTING THE
MUNICIPAL DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, The Szanton Company intends to construct certain improvements within the 45 Dougherty Street Affordable Housing Development Tax Increment Financing (“TIF”) District, including 46 rental units of affordable housing; and

WHEREAS, the developer will utilize 75% of the tax revenues generated in the District in tax years 1 through 12, that percentage will decline by 3.75% annually in tax years 13 to 30 to a final year minimum of 7.5%; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 45 Dougherty Street Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the citizens of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general

economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the 45 Dougherty Street Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 45 Dougherty Street Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 45 Dougherty Street Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “45 Dougherty Street Affordable Housing Development District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “45 Dougherty Street Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “45 Dougherty Street Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Housing and Economic Development Director is authorized to submit annual reports on the status of the “45 Dougherty Street Affordable Housing Development District” on behalf of the municipal legislative body.

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: 45 Dougherty St.
 Maine Workforce Housing, LLC (Szanton & Monk)
Date: 9/18/22

Executive Summary

45 Dougherty is a proposed new construction project on the former West School site. The project will include a total of 63 units, 46 units affordable to households at 60% AMI and 17 market rate apartments, in a mix of 1, 2, and 3 bedrooms. The project is being developed by Maine Workforce Housing as part of the redevelopment of the 43 and 91 Douglass Street properties which were awarded to “Douglass Commons LLC” through an RFP process from the City of Portland. The awarded proposal is in conjunction with a proposed 57 unit Limited Equity Cooperative, which would share parking and grounds amenities. The developer requested a 75% TIF for 30 years, with an estimated value of \$3,507,311, however a TIF on those terms does not meet the criteria of “financially necessary.” Instead, Szanton and city staff have agreed on a TIF at the rate of 75% for years 1-12, which then declines 3.75% each year from year 13 until it expires in year 30. A TIF with this structure addresses the definition of “financially necessary” and has an estimated value of \$2,329,683.

Sources and Uses:

Maine Housing 1 st	\$8,996,733	Acquisition:	\$375,000
Maine Housing Deferred Debt	\$5,428,000	Hard Construction:	\$15,223,107
LIHTC Equity	\$4,667,816	Soft & Misc Costs:	\$1,509,949
Deferred Developer Fee:	<u>\$950,000</u>	Financing Costs:	\$539,672
		Prefunded Reserves:	\$752,624
		Developer Fee:	<u>\$1,642,196</u>
Total Sources:	\$20,042,549	Total Uses:	\$20,042,548

The difference between sources and uses is due to rounding.

Letters of interest, intent, or commitment are not available for the sources. This is very early in project development, and the Maine Housing 4% LIHTC application is the critical path for this financing structure. The developer has a track record of success applying for LIHTCs – of the 11 projects for which they have requested LIHTCs, they have received funding for all projects, with 10 out of 11 projects funded in the first application. The value of the equity is projected at \$.87/dollar, which is somewhat more aggressive than the \$.85 considered “typical” at the moment. The developer reports receiving two \$.87 commitments in the past few months, so feel comfortable with that figure. Given economic (and political) uncertainties which impact credit pricing, it is not an unreasonable estimate for a highly uncertain variable.

The developer is committing to defer 58% of their developer fee. The total fee is 9.31% of Total Development Costs excluding reserves and developer fee, within the range of industry standard.

For analysis of “Uses,” see Development Budget.

Development Budget

Construction Costs:

Construction costs are based on an estimate provided by Archetype Architects dated 1/24/22 based on a trades breakdown, with residential construction estimated at \$233.56/sq foot. While the per unit cost \$241,637 is higher than some recent requests, it is fully in line with escalations in construction prices, and given the early stage in project development, may go higher before construction can begin. The site has a complex history: wetland, industrial, dump, school. Environmental Phase I & Phase II have been completed, along with some deeper soil borings. Design needs to insure both structural integrity in complex soil conditions and indoor air quality may further drive up costs as the impact of soil conditions becomes clear. No mention is made of differentiating finishes between affordable and market rate units.

Soft Costs:

Soft costs on a per unit basis are in the typical range for Portland area affordable housing projects. Developer fee is somewhat higher than the typical range compared to non-profit developers active in Portland, but well within industry standards.

Contingency:

Hard cost contingency is budgeted at 5%. This is typical for new construction and generally appropriate when close to closing. However, site conditions are still a significant variable with potential to drive up costs. The construction estimate is based on current prices with a 2% inflator, which is inconsistent with current construction price inflation.

Soft cost contingency is \$65,000. This is very thin for this stage of the development.

Acquisition:

This site as a whole is being acquired for \$475,000 as part of the package negotiated in the RPF process with the City of Portland. Of that total price, \$375,000 is being allocated to the 45 Dougherty rental project, and \$100,000 is being allocated to the Dougherty Limited Equity Cooperative.

Operating Budget & 20 Year Cashflow Projection

Project Income:

There is no market study yet to confirm the appropriateness of the projected rents. The developer states there will be more than sufficient demand for these units based on the lengthy waiting lists for their four other rental properties in Portland. This is almost certainly the case for the affordable units, as demand far outstrips the supply of affordable housing in Portland. In addition to waiting lists for Maine Workforce Housing's affordable units, they maintain separate waiting lists for market rate units, which they report average 25 households for 1 bedroom units and 11 households for 2 bedroom units.

The projected 60% AMI rents are the maximum allowable LIHTC rents (as of 2022). The market rate units are budgeted at \$1,500 for 1 bedroom, \$1,775 for 2 bedroom, and \$2,050 for a 3 bedroom. This is

above Fair Market Rent (factoring in utility allowance) for each unit type, but that is not surprising for market rate newly constructed units. An industry standard 5% vacancy is budgeted for all unit types.

Operating Expense

Total operating expenses per unit are in the mid range of typical for affordable housing. Legal and utilities are budgeted high, but overall expense per unit is within industry standards.

30 Year Cashflow & Debt Service Coverage Ratio (DSCR)

Workforce Housing provided a 30 year cashflow projection with a 30 year, 75% TIF which showed a lean 1.12 DSCR in year one, rising to 1.25 in year 10. This lean start demonstrates the financial necessity of the TIF at 75% for those first 10 years. A fixed 75% TIF resulted in DSCRs rising to above 1.5 over years 11-30, an operating margin which does not meet the definition of “financially necessary.” Instead, Workforce Housing and the city have agreed to a TIF structure with a decline of 3.75% per year, starting in year 13. This generates very comfortable projected DSCRs rising to 1.29 in years 11-20, declining gradually to 1.19 when the TIF reaches a zero balance in year 30. The gradual annual decline of the TIF has the substantial benefit of avoiding a “cliff” in operating support which could destabilize property operations at the expiration of the TIF.

Developer Financials

Maine Workforce Housing LLC and Maine Workforce Housing LLCII have submitted unaudited balance sheet and operating expenses statements plus their annual tax return for 2019, 2020 and 2021. What we see in these statements is these are not entities with significant assets, owning and operating real estate. Instead they are vehicles for managing some development funds and particularly for receiving and distributing developer fees to the principals. The principals may have significant resources they can bring to bear in the event a project experiences difficulties, but these corporate structures do not.

For the year ending 12/31/21 the organizations reported \$14,947 in cash and cash equivalents and accounts payable of \$4,852, for a net cash position of \$10,095. That is not enough working capital for a development of almost \$20 million. In addition to this project, the organization is currently in the development process with four other projects in Maine.

Developer fee income is typically quite volatile for developers operating at this scale, and very sensitive to the timing of deal closings. For the three reported years, the organizations have seen increases in fee income – 2019 \$786,193, 2020 \$959,753 and 2021 \$1,412,412, amply demonstrating that the pandemic has not had a significant negative impact on their developer fee income.

Recommendations

I recommend a 30 year TIF at the rate of 75% for year 1-12, thereafter declining by 3.75% each year with the following conditions:

1. Satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

2. Commitment of all sources on terms and conditions acceptable to City of Portland, including cashflow waterfall, raise rate, and a cashflow projection which shows retirement of developer fee loan;
3. Incorporation of all needed environmental remediation into the project budget;
4. explanation of parking requirements and written agreements documenting how parking requirements will be met;
5. satisfactory market study which supports the projected unit mix and rent rates;
6. evidence of satisfactory working capital and margin in case of cost over runs. This might come in the form of personal guarantees, letter of credit, or prefunding a project specific development account.

Douglass Commons Rental Housing Project Summary

Douglass Commons Rental Housing will be located at 43 and 91 Douglass Street. The tax chart, block, and lot number for 43 Douglass Street are 078, C, and 002, respectively. The tax chart, block, and lot number for 91 Douglass Street are 078, B, and 007, respectively. These parcels together form the Douglass Commons neighborhood, selected by the Portland City Council in an RFP process for the construction of low and moderate income housing at the site of the former West School. We are in a Purchase and Sale Agreement with the City of Portland to acquire the site. We have rezoned the 3.35-acre site from R-5 to R-5a, to accommodate the density of Douglass Commons. The allowed use for R-5a is moderate-density residential development in off-peninsula locations. Douglass Commons Rental Housing will sit on the eastern half of the site, while Douglass Commons Co-op Housing will be located on the western half.

Portland has an acute need for affordable homes. This project will provide housing that is stable, high-quality, and affordable to 63 households. Of this project's 63 units, 46 will serve households with incomes at or below 60% of the area median. The remaining apartments will be rented at market rate, primarily to households with incomes from 75%-120% of the area median. Comprised of 1-, 2-, and 3-bedroom units, this project will serve households at a variety of sizes. The property will feature an on-site property manager, resident services coordinator, fitness room, and community room. It will be adjacent to the Dougherty Field complex, providing residents unparalleled access to soccer fields, softball fields, baseball fields, a basketball court, playground, skate park, and the Kiwanis Pool. The project will be named 45 Dougherty, a nod to its eventual address of 45 Dougherty Court.

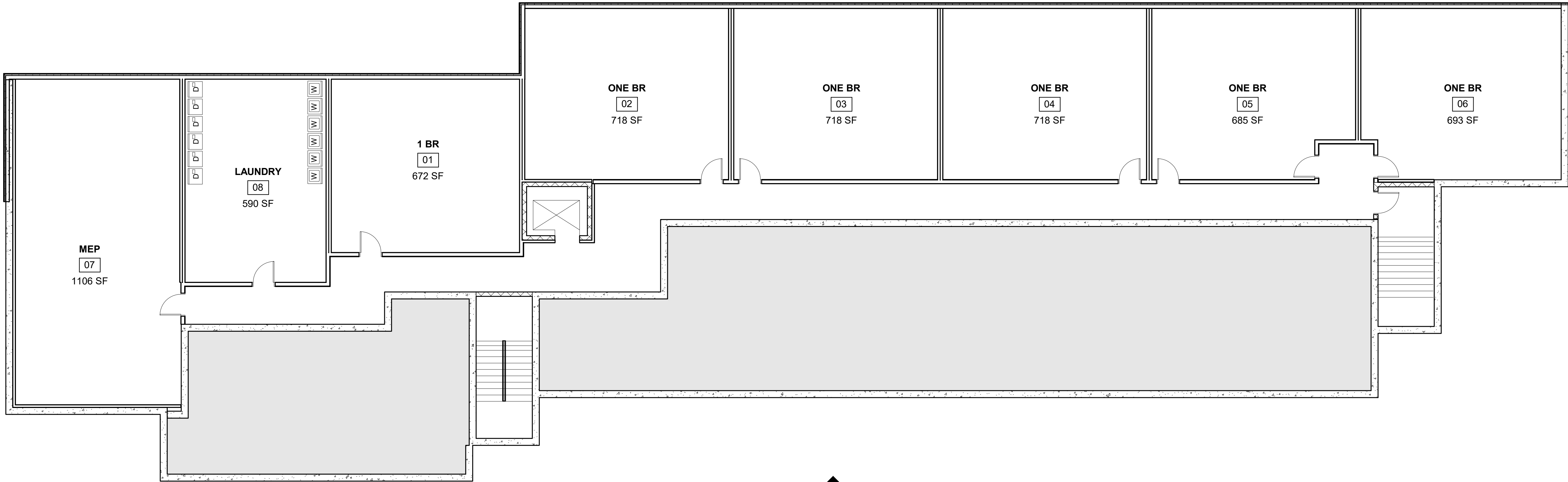
To make this project feasible, we are requesting a 75% credit enhancement agreement over 30 years, as first proposed in our RFP Submission to the Portland City Council in 2020. Without this CEA, Douglas Commons Rental Housing has a development budget shortfall of \$1.27 million. The CEA allows the project to take on an additional \$1.27 million in MaineHousing Rental Loan Program debt, to close the project's gap between sources and uses of funds.

Located in the Libbytown neighborhood, the project will border a residential neighborhood to the west, the Dougherty playing fields to the north, an MDOT parcel to the east that includes the I-295 on- and off-ramps, and Congress Street to the south. The nearby section of Congress Street includes a variety of retail, office, and residential uses.

No relocation plan is applicable; the project will not displace any residents.

The project is consistent with the City of Portland's Comprehensive plan. A principle of future land use as outlined in Portland's Plan 2030 is One Portland, which stresses the importance of providing development spread throughout the City, and providing equitable access to homes, services, and community connection for all Portland residents by proximity, universal design, and affordability. This project supports all the goals of the One Portland vision, by creating a more equitable and diverse mix of homes than the single-family style predominantly found on the streets surrounding the Douglass Street recreational complex. Our proposal allows for a broad range of households to have great access to Douglass Street's recreation opportunities.

After completion, the project will be managed by Saco Falls Management, as is each project developed by The Szanton Company. Saco Falls Management is a full-service management company formed by The Szanton Company in 2013. We are committed to long-term ownership of each of our housing developments. We have never sold a property, and we don't intend to.



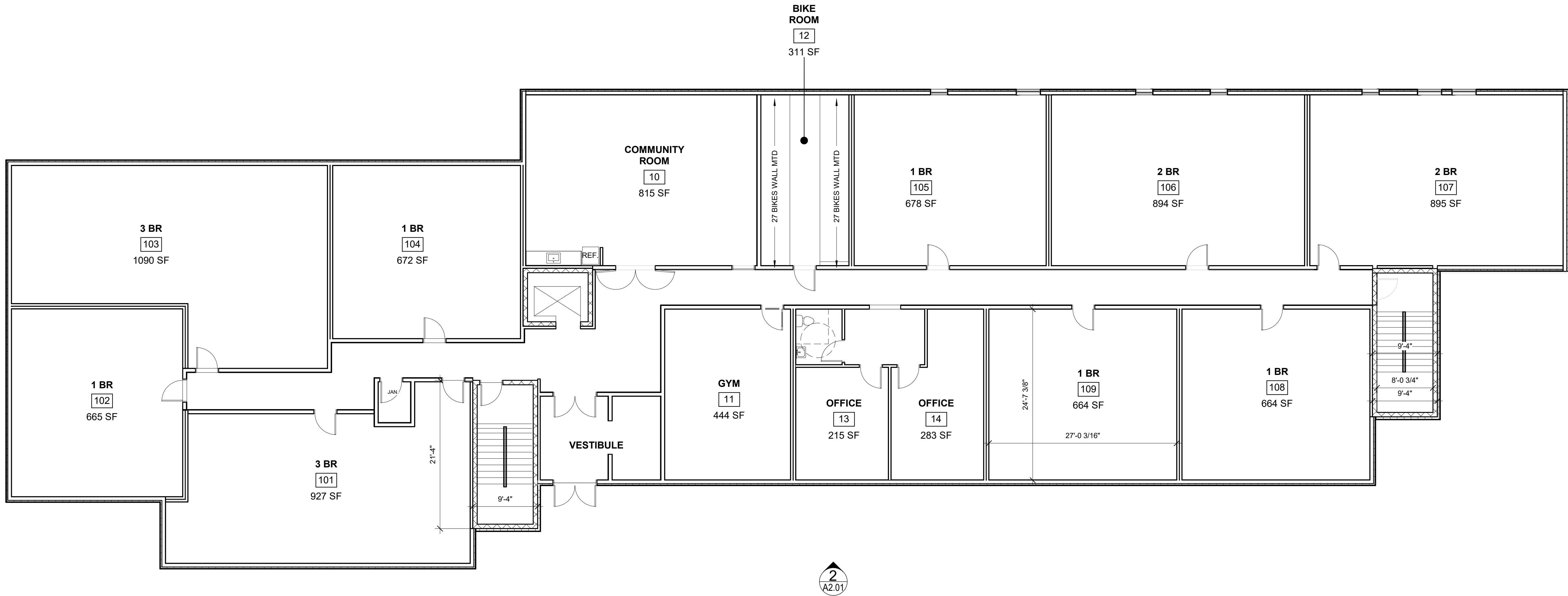
1 | BASEMENT

1/8" = 1'-0"

BASEMENT: 7,806 SF

1ST FLOOR
1 BR = 5
2 BR = 2
1 BR = 2

Date: JAN 21, 2022		Scale: 1/8" = 1'-0"	Revisions:	Project: DOUGLASS STREET APARTMENTS	Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM	Prepared For:	Owner	
						Address City, State		
Consultant:							Address City, State	
A1.00							Basement	



1 | 1ST FLOOR PLAN
1/8" = 1'-0"

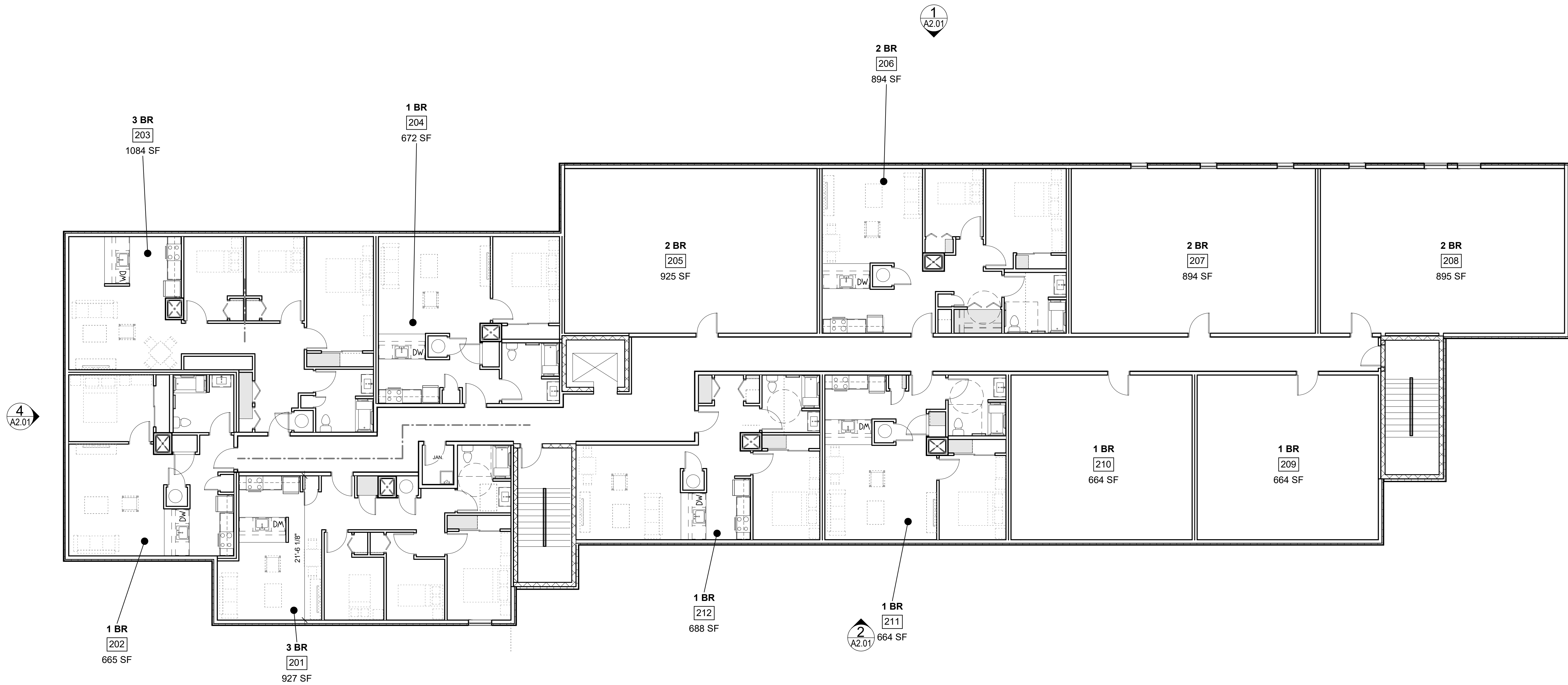
1ST FLOOR: 11,890 SF

1ST FLOOR
1 BR = 5
2 BR = 2
1 BR = 2

TOTAL BUILDING
1 BR = 35
2 BR = 18
1 BR = 10
TOTAL UNITS = 63

BASEMENT: 7,806 SF
1ST FLOOR: 11,890 SF
FLOORS 2, 3, 4: 11,890 SF X 3
5TH FLOOR: 11,890 SF
TOTAL: 67,256 GSF

Owner	
Prepared For:	
Consultant:	
Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM	
Project:	DOUGLASS STREET APARTMENTS Address: City, State
Revisions:	
Date: JAN 21, 2022	Scale: 1/8" = 1'-0"
First Floor	
A1.01	

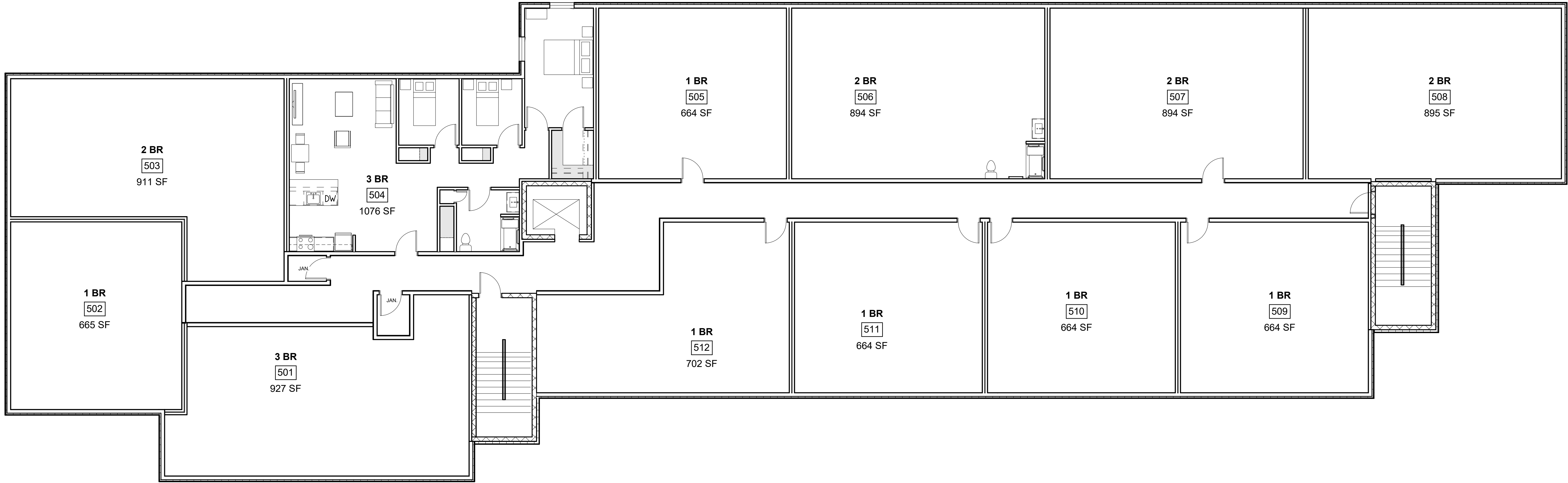


1 | FLOORS 2, 3, 4 TYPICAL FLOOR PLAN
1/8" = 1'-0"

TYPICAL FLOOR (2, 3, & 4): 11,890 SF

TYPICAL FLOOR	
1 BR = 6	
2 BR = 4	
3 BR = 2	

Prepared For:		Owner	
		Address City, State	
Architect:		Consultant:	
Project:		Architect:	
DOUGLASS STREET APARTMENTS		ARCHETYPE architects	
		48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM	
Revisions:		Address City, State	
Date:	Scale:	Typical Floor Plan	
JAN 21, 2022	1/8" = 1'-0"		
		A1.02	



1 | 5TH FLOOR
1/8" = 1'-0"

5TH FLOOR: 11,890 SF

5TH FLOOR
1 BR = 6
2 BR = 4
3 BR = 2

Date: JAN 21, 2022 Scale: 1/8" = 1'-0"		Revisions:	Project: DOUGLASS STREET APARTMENTS Address: City, State	Architect:  48 Union Wharf Portland, Maine 04101 (207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM	Consultant:	Prepared For: Owner Address: City, State
						A1.05 Fifth Floor Plan

1. ALL BROOK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE RESULT TO CITY OF PORTLAND STANDARDS.
2. ALL PRESENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMP TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD STANDARDS. CONTRACTOR TO COORDINATE WITH PORTLAND.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND LANDSCAPE.

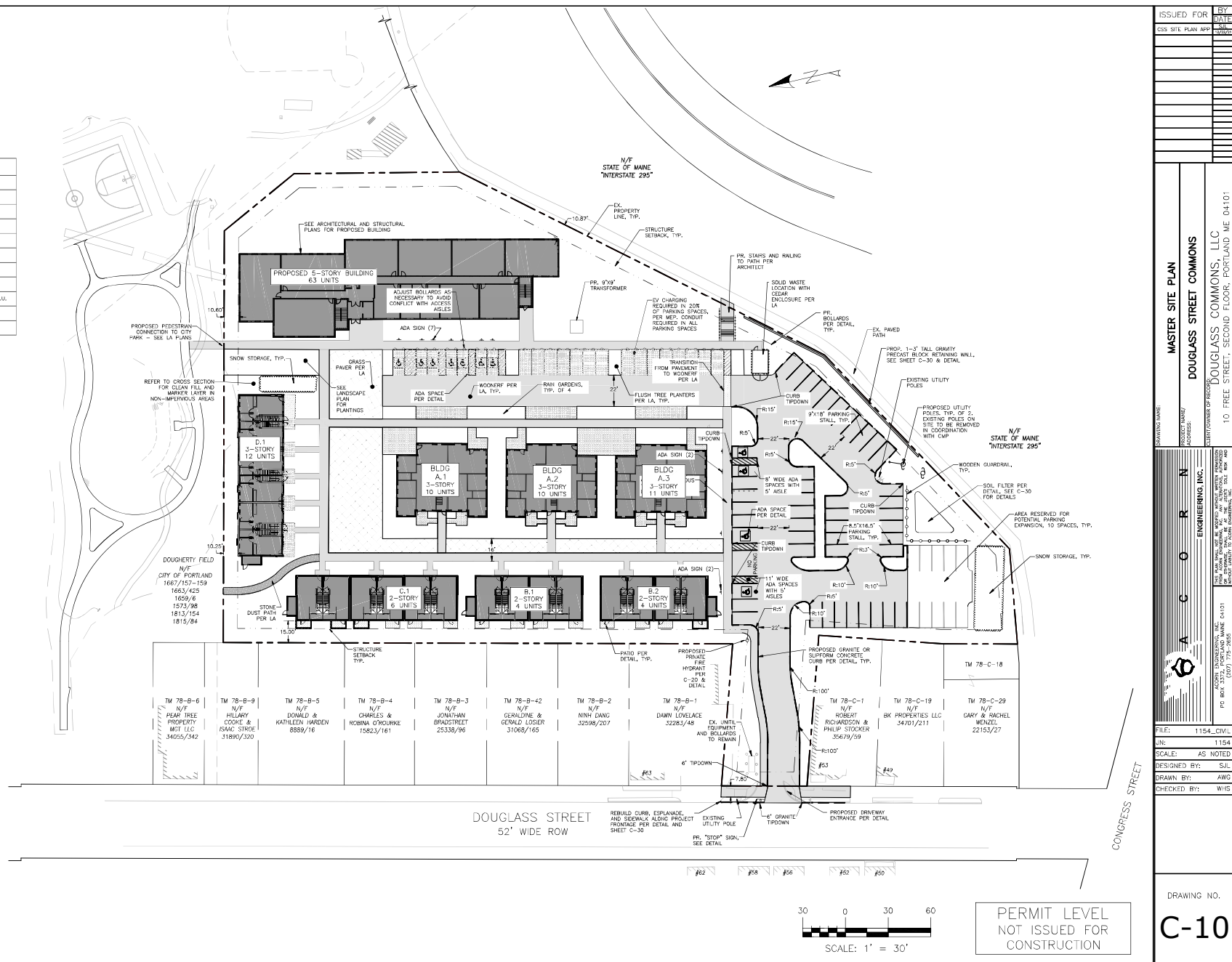
SPACE AND BULK STANDARDS		
RSA ZONE	REQUIRED	3.35 AC
MINIMUM LOT SIZE	2.00 AC	3.35 AC
MINIMUM STREET FRONTAGE	50'	50'
FRONT YARD SETBACK	35' / 10' **	10'
SIDE YARD SETBACK	35' / 10' **	10'
REAR YARD SETBACK	35' / 10' **	10'
MAXIMUM BUILDING HEIGHT	35' / 55' **	55'
MAX. # OF DWELLING UNITS ON PROPERTY	91 / 182 **	120
COMMON RECREATION OPEN SPACE	200 SF / D.U.	346 SF / D.U.
MAX. BUILDING COVERAGE	50%	22%
** RSA PRUD STANDARDS		

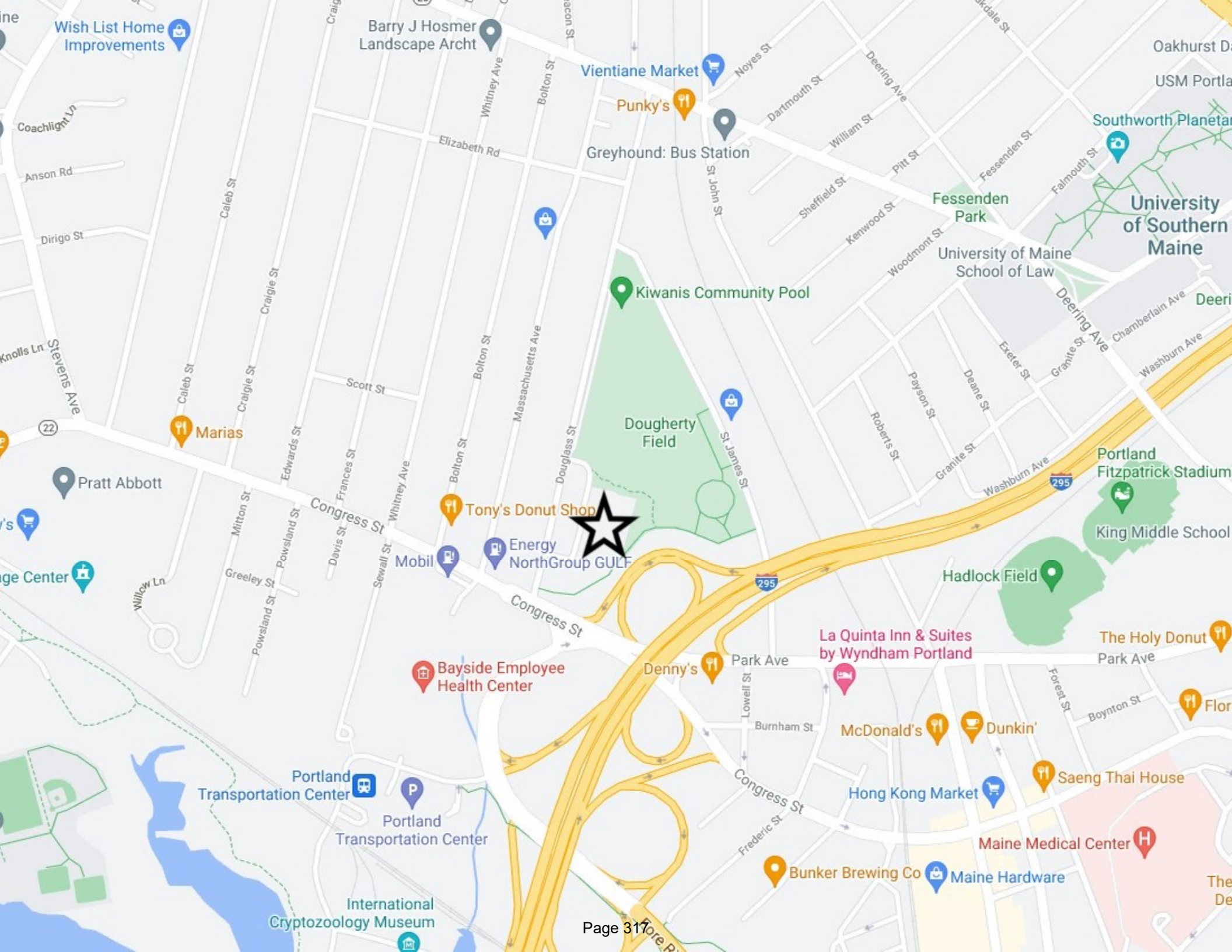
AREA	PARKING SPACES	UNIT COUNT	SPACES/UNIT*
5-STORY	56	63	0.87
2 & 3-STORIES	13	57	0.25
TOTAL	69 *	120	0.61
EV CHARGING	14		

* ALL SPACES 9'X18' UNLESS OTHERWISE NOTED

** 10 ADDITIONAL PARKING SPACES ALLOCATED ON SITE IF NECESSARY

*** OFF-STREET PARKING REQUIREMENTS WAIVED PER SEC. 14-332.2.d





FLOW OF FUNDS									
Sources	CLC	During Construction				PLC	1st Equity Occupancy Milestone	Final Capital Payment	Total
		25%	50%	75%	100%				
Beginning Cash	0	0	0	0	0	0	0	0	0
Capital Contribution	1,357,100		1,357,000			1,661,977	233,391	50,340	4,647,516
Construction Loan	683,249	3,828,908	2,468,170	3,877,997	3,967,389				14,900,000
GP Bridge Loan									0
MH: 0% Deferred Loan-FedHOME	0					5,428,000			5,428,000
0% Deferred Loan-Other						0			0
Interest Bearing Loan						8,996,733			8,996,733
Interest Only for 20 Years									
Conventional First Mortgage									
	0					0			0
	0					0			0
	0					0			0
	0					0			0
	0					0			0
General Partner (or Affiliate) Loan	0					0			0
Deferred Developer Fee						950,000			950,000
TOTAL SOURCES	2,040,349	3,828,908	3,845,170	3,877,997	3,967,389	17,036,710	233,391	50,340	34,942,548
Uses									
Acquisition	375,000								375,000
Construction		3,805,777	3,805,777	3,805,777	3,805,777				15,223,107
Soft Costs	1,039,300	10,000	0	0	0	0			1,049,300
Financing Costs	211,400	13,121	39,393	72,220	111,612	91,916			529,672
Miscellaneous	359,149					86,000			405,149
Dev Fee	0					1,250,458	233,391	50,340	1,642,196
Reserve					50,000	102,623			752,623
TOTAL DEV. COSTS	1,985,349	3,828,908	3,845,170	3,877,997	3,967,389	2,190,997	233,391	50,340	19,967,548
Repay GP Bridge Loan						0			0
Repay Construction Loan						14,845,713			14,900,000
Other Syndication Costs	55,000								55,000
Total Commercial Costs		0	0	0	0				0
SUBTOTAL OTHER ITEMS	55,000	0	0	0	0	14,845,713	0	0	14,955,000
TOTAL USES OF FUNDS	2,040,349	3,828,908	3,845,170	3,877,997	3,967,389	17,036,710	233,391	50,340	34,942,548
Ending Cash	0	0	0	0	0	0	0	0	0

50% Test

Req. Cash	18,932,375
Perm. IE	8,996,733

47.52%

Min TE Amt	10,420,000
% of CL	70%
Bal. of CL	4,480,000

PROJECT FINANCING						
Source	Amount	Rate	Term	Lien	Annual DFS	
					Yr. 1-5	Yr. 6-15
Source 1: 0% Deferred Loan-FedHOME	5,428,000	0.00%	30	First	0	0
Source 2: 0% Deferred Loan-Other	0	0.00%	30	First	0	0
Source 3: Interest Bearing Loan	8,996,733	5.50%	30	First	494,820	494,820
Source 4: Conventional First Mortgage	0	0.00%	0	First	0	0
Source 5	0	0.00%	0	Second	0	0
Source 6	0	0.00%	30	Second	0	0
Source 7	0	0.00%	30	Second	0	0
Source 8: \$0	0	0.00%	30	Third	0	0
Source 9: \$0	0	0.00%	30	Third	0	0
Source 10	0			Third		Grant
Source 11: General Partner (or Affiliate) Loan	0			Unsecured		Cash Flow
Source 12: Deferred Developer Fee	950,000			Unsecured		Cash Flow
Source 13: Net Syndication	4,667,816	\$0.86				
Capitalization Gap	(0)					
Total	20,042,548					

COLLATERAL COVERAGE

	Total	Per Unit
Projected Mortgage	8,996,733	142,805
Appraised Market Value	10,245,962	162,952
Loan to Value Ratio	88%	
Market Rent Differential	252,240	394
Supportable Rent: Unrestricted	12,695,912	201,563
Subsidy per Unit		86,159
Subsidy per Low Income Unit		118,000

PROPOSED RENT SCHEDULE				Maximum Gross LIHTC/HOME Rent	Less Utility Allow.	Maximum Net Tenant Rent	Rent from Applicant	Market Rent	Total Rent
Type	AMI	\$ Unit							
Efficiency	50% LHOME								
	50% HHOME								
	50% LIHTC	0		\$0	\$0	\$0	\$0	\$0	0
	60% LIHTC	0		\$0	\$0	\$0	\$0	\$0	0
	Market	0					\$0	\$0	0
1BR	50% LHOME								
	50% HHOME								
	50% LIHTC	0		\$927	\$26	\$901	\$901	\$1,500	0
	60% LIHTC	23		\$1,125	\$26	\$1,099	\$1,099	\$1,500	300,564
	Market	12					\$1,500	\$1,500	216,000
2BR	50% LHOME								
	50% HHOME								
	50% LIHTC	0		\$1,125	\$47	\$1,078	\$1,078	\$1,775	0
	60% LIHTC	14		\$1,350	\$47	\$1,303	\$1,303	\$1,775	216,904
	Market	4					\$1,775	\$1,775	85,200
3BR	50% LHOME								
	50% HHOME								
	50% LIHTC	0		\$1,298	\$59	\$1,239	\$1,239	\$2,050	0
	60% LIHTC	9		\$1,558	\$59	\$1,499	\$1,499	\$2,050	161,892
	Market	1					\$2,050	\$2,050	24,600
4BR	50% LHOME								
	50% HHOME								
	50% LIHTC	0		\$0	\$0	\$0	\$0	\$0	0
	60% LIHTC	0		\$0	\$0	\$0	\$0	\$0	0
	Market	0					\$0	\$0	0
Other:									0
Subtotal:		63							1,007,160
Income from Laundry:							1,260	15,120	
Other Income:							0	0	
Vacancy Rate							5%	(51,114)	
Other Income: TIF Income							6,891	\$2,688	
Effective Gross Income								1,053,854	

AFFORDABLE AMORTIZING MORTGAGE CALCULATION			
Effective Gross Income		1,053,854	
Annual Operating Expense		484,817	
Stabilized NOI		569,037	
DSO	1.15	74,222	
\$ Avail for D/S		494,815	
Other DS		0	
Balance		494,815	
Affordable Fully Amortizing Mortgage	5.50%	7,262,304	
Affordable Interest Only Mortgage	5.50%	8,996,632	

BREAKEVEN ANALYSIS:		RENT SENSITIVITY	OCCUPANCY
		Total	Annual
Operating Expense		484,817	Gross Revenue 1,022,280
Debt Service		494,820	
Breakeven Rent		1,296	Breakeven Occupancy 96%

OPERATING EXPENSES			
Expense	Annual	Annual Per Unit	Monthly Per Unit
Administrative Expenses:			
Management Fee	98,702	1,567	131
Management Charge	0	0	0
Marketing Expense	0	0	0
Legal Expense	6,300	100	8
Auditing Expense	7,000	111	9
Other Administrative Expense	1,890	30	2
Administrative Expenses	113,892	1,808	151
Operating Expenses:			
Janitorial Payroll	0	0	0
Janitorial Supplier and Equipment	0	0	0
Janitorial Contractual Services	0	0	0
Fuel and Gas	31,500	500	42
Electricity	18,900	300	25
Water and Sewer	18,900	300	25
Garbage and Trash Removal	0	0	0
Vehicle and Equipment Expense	0	0	0
Other Operating Expense	7,200	116	10
Operating Expense	76,600	1,216	101
Maintenance Expenses:			
Grounds Maintenance Payroll	0	0	0
Grounds Tools and Supplies	0	0	0
Grounds Contractual Services	27,600	438	37
Miscellaneous Ground Maintenance	0	0	0
Building Maintenance Payroll	36,225	575	48
Building Tools and Supplies	12,600	200	17
Building Contractual Services	22,050	350	29
Building Systems Maintenance	5,000	79	7
Miscellaneous Building Maintenance	0	0	0
Maintenance Expense	103,475	1,642	137
General Expense:			
Property Tax	100,800	1,600	133
Property and Liability Insurance	25,200	400	33
Tenant Service Expense	29,000	460	38
Other General Expense	7,500	119	10
General Expense	162,500	2,579	215
Replacement Reserve Funding	28,350	450	38
Commercial Expense (if applicable)	0	0	0
Total	484,817	7,696	641

Management Contr Analysis			
Management Fee	98,702		
Management Charge	0		
Other Administrative Expense	1,890	100,592	
Effective Gross Rental Income		956,046	
Contr Percentage for use in Management Agreement: 11%			

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT												
9 Months												
	4/1/22	12/31/2022	12/31/2023	12/31/2024	12/31/2025	12/31/2026	12/31/2027	12/31/2028	12/31/2029	12/31/2030	12/31/2031	12/31/2032
Effective Gross Income		790,390	1,074,931	1,096,430	1,110,358	1,140,725	1,169,244	1,198,475	1,228,427	1,259,147	1,290,626	1,322,892
Less Operating Expense		363,613	499,262	514,342	529,773	545,666	562,036	578,897	596,264	614,152	632,576	651,554
Net Operating Income		426,778	575,670	582,087	580,585	595,060	607,208	619,578	632,173	644,996	658,050	671,338
Less RLP Pay		371,115	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820
Less Other Pay		0	0	0	0	0	0	0	0	0	0	0
Cash Flow		55,663	80,749	87,267	93,765	100,239	112,388	124,758	137,352	150,175	163,230	176,518
Cash Flow per Unit		1,178	1,282	1,385	1,488	1,591	1,784	1,980	2,180	2,384	2,591	2,802
Debt Coverage Ratio(RLP)		1.15	1.16	1.18	1.19	1.20	1.23	1.25	1.28	1.30	1.33	1.36
Principal Balance(RLP)	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733
Principal Balance(Other)	0	0	0	0	0	0	0	0	0	0	0	0
Operating Reserve Balance	489,819	497,166	504,623	512,193	519,876	527,674	535,589	543,623	551,777	560,054	568,455	576,981

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued												
Yr 15												
	12/31/2033	12/31/2034	12/31/2035	12/31/2036	12/31/2037	12/31/2038	12/31/2039	12/31/2040	12/31/2041	12/31/2042	12/31/2043	12/31/2043
Effective Gross Income	1,355,964	1,389,863	1,424,610	1,460,225	1,496,731	1,541,633	1,587,882	1,635,518	1,684,584	1,735,121	1,787,175	1,787,175
Less Operating Expense	671,100	691,233	711,970	733,329	755,329	777,989	801,329	825,368	850,130	875,633	901,902	901,902
Net Operating Income	684,864	698,630	712,640	726,896	741,402	763,644	786,553	810,150	834,454	859,488	885,272	885,272
Less RLP Pay	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820
Less Other Pay	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	190,044	203,810	217,819	232,076	246,581	266,823	291,733	315,329	339,634	364,667	390,452	390,452
Cash Flow per Unit	3,017	3,235	3,457	3,684	3,914	4,287	4,631	5,005	5,391	5,788	6,198	6,198
Debt Coverage Ratio(RLP)	1.38	1.41	1.44	1.47	1.50	1.54	1.59	1.64	1.69	1.74	1.79	1.79
Principal Balance(RLP)	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	14,424,733	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000
Principal Balance(Other)	0	0	0	0	0	0	0	0	0	0	0	0
Operating Reserve Balance	576,981	585,626	594,421	603,227	612,287	621,573	630,896	640,360	649,965	659,715	669,610	679,655

PROFORMA OPERATING INCOME AND EXPENSE STATEMENT, continued												
Yr 16												
	12/31/2044	12/31/2045	12/31/2046	12/31/2047	12/31/2048	12/31/2049	12/31/2050	12/31/2051	12/31/2052	12/31/2053	12/31/2054	12/31/2055
Effective Gross Income	1,840,790	1,896,014	1,952,894	2,011,481	2,071,825	2,133,980	2,197,999	2,263,929	2,331,829	2,401,759	2,473,779	2,547,949
Less Operating Expense	928,960	956,828	985,533	1,015,099	1,045,552	1,076,919	1,109,226	1,142,503	1,176,803	1,212,183	1,248,683	1,286,363
Net Operating Income	911,830	939,185	967,361	996,382	1,026,273	1,057,061	1,088,773	1,121,426	1,155,126	1,189,576	1,225,096	1,261,586
Less RLP Pay	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820	494,820
Less Other Pay	0	0	0	0	0	0	0	0	0	0	0	0
Cash Flow	417,010	444,365	472,541	501,561	531,453	562,241	593,953	626,606	660,306	695,006	730,706	767,406
Cash Flow per Unit	6,619	7,053	7,501	7,961	8,436	8,924	9,428	9,946	10,480	11,030	11,590	12,160
Debt Coverage Ratio(RLP)	1.84	1.90	1.95	2.01	2.07	2.14	2.20	2.27	2.33	2.40	2.47	2.54
Principal Balance(RLP)	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000	5,428,000
Principal Balance(Other)	0	0	0	0	0	0	0	0	0	0	0	0
Operating Reserve Balance	679,655	689,849	700,197	710,700	721,361	732,181	743,164	754,311	765,626	777,110	788,771	800,606

Total Cash Flow
Projected over 12 Years
1,675,958

17 YEAR PROFORMA CASH FLOW STATEMENT

		Months of Operation in 2024: 6																		
	Assumed Inflation	Operating																		
INCOME	Rate	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
Gross Rental Income	2.00%	553,392	1,128,920	1,151,498	1,174,528	1,198,019	1,221,979	1,246,419	1,271,347	1,296,774	1,322,709	1,349,164	1,376,147	1,403,670	1,431,743	1,460,378	1,489,586	1,519,377	1,549,765	
Lease-Up Deficit Reserve		50,000																		
Vacancy/Collection Loss at	-5%	-27,670	-56,446	-57,575	-58,726	-59,901	-61,099	-62,321	-63,567	-64,839	-66,135	-67,458	-68,807	-70,183	-71,587	-73,019	-74,479	-75,969	-77,488	
Proceeds from TIF	3.00%	82,688	85,168	87,723	90,355	93,066	95,857	98,733	101,695	104,746	107,888	111,125	114,459	117,893	121,429	125,072	128,824	132,689	136,670	
Effective Gross Income		658,410	1,157,642	1,181,646	1,206,156	1,231,183	1,256,737	1,282,831	1,309,475	1,336,681	1,364,462	1,392,830	1,421,798	1,451,379	1,481,585	1,512,431	1,543,931	1,576,098	1,608,946	
OPERATING EXPENSES																				
Management Fee		25,726	89,015	90,796	92,612	94,464	96,353	98,280	100,246	102,251	104,296	106,382	108,509	110,679	112,893	115,151	117,454	119,803	122,199	
Marketing	3.0%	50,000	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Legal	3.0%	3,150	6,489	6,684	6,884	7,091	7,303	7,523	7,748	7,981	8,220	8,467	8,721	8,982	9,252	9,529	9,815	10,110	10,413	
Management Software Fees	3.0%	945	1,947	2,005	2,065	2,127	2,191	2,257	2,324	2,394	2,466	2,540	2,616	2,695	2,776	2,859	2,945	3,033	3,124	
Accounting/Audit	3.0%	6,600	7,210	7,426	7,649	7,879	8,115	8,358	8,609	8,867	9,133	9,407	9,690	9,980	10,280	10,588	10,906	11,233	11,570	
Resident Svcs. Coordination	3.0%	14,500	29,870	30,766	31,689	32,640	33,619	34,628	35,666	36,736	37,838	38,974	40,143	41,347	42,587	43,865	45,181	46,536	47,933	
Fuel	3.0%	15,750	32,445	33,418	34,421	35,454	36,517	37,613	38,741	39,903	41,100	42,333	43,603	44,911	46,259	47,647	49,076	50,548	52,065	
Common Area Electricity	3.0%	9,450	19,467	20,051	20,653	21,272	21,910	22,568	23,245	23,942	24,660	25,400	26,162	26,947	27,755	28,588	29,446	30,329	31,239	
Water and Sewer	3.0%	9,450	19,467	20,051	20,653	21,272	21,910	22,568	23,245	23,942	24,660	25,400	26,162	26,947	27,755	28,588	29,446	30,329	31,239	
Internet/Wi-fi Service	3.0%	3,250	6,695	6,896	7,103	7,316	7,535	7,761	7,994	8,234	8,481	8,735	8,998	9,267	9,545	9,832	10,127	10,431	10,744	
Elevator Maintenance	3.0%	2,500	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	
Contract Maintenance	3.0%	11,025	22,712	23,393	24,095	24,817	25,562	26,329	27,119	27,932	28,770	29,633	30,522	31,438	32,381	33,353	34,353	35,384	36,445	
Common Area Cleaning	3.0%	5,513	11,356	11,696	12,047	12,409	12,781	13,164	13,559	13,966	14,385	14,817	15,261	15,719	16,191	16,676	17,177	17,692	18,223	
Trash Removal	3.0%	6,300	12,978	13,367	13,768	14,181	14,607	15,045	15,496	15,961	16,440	16,933	17,441	17,965	18,504	19,059	19,630	20,219	20,826	
Snow Removal	3.0%	7,500	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572	20,159	20,764	21,386	22,028	22,689	23,370	24,071	24,793	
Work Orders	3.0%	6,300	25,956	26,735	27,537	28,363	29,214	30,090	30,993	31,923	32,880	33,867	34,883	35,929	37,007	38,117	39,261	40,439	41,652	
Parking Lease	3.0%	-	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Maintenance Supplies	3.0%	6,300	12,978	13,367	13,768	14,181	14,607	15,045	15,496	15,961	16,440	16,933	17,441	17,965	18,504	19,059	19,630	20,219	20,826	
Property Taxes	3.0%	110,250	103,824	106,939	110,147	113,451	116,855	120,360	123,971	127,690	131,521	135,467	139,531	143,717	148,028	152,469	157,043	161,754	166,607	
Insurance, Property & Liability	3.0%	12,600	25,956	26,735	27,537	28,363	29,214	30,090	30,993	31,923	32,880	33,867	34,883	35,929	37,007	38,117	39,261	40,439	41,652	
Replacement Reserve	3.0%	14,175	29,201	30,077	30,979	31,908	32,865	33,851	34,867	35,913	36,990	38,100	39,243	40,420	41,633	42,882	44,168	45,493	46,858	
Total Ann. Operating Exp's		321,284	478,165	491,620	505,460	519,698	534,344	549,411	564,910	580,855	597,259	614,133	631,493	649,353	667,727	686,630	706,077	726,085	746,670	
NET OPERATING INCOME		337,126	679,477	690,027	700,696	711,485	722,393	733,420	744,564	755,826	767,204	778,697	790,305	802,026	813,858	825,801	837,853	850,012	862,277	
MaineHousing Mortgage - Interest Only		185,811	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	557,432	
Net Annual Cash Flow		151,316	122,045	132,595	143,265	154,054	164,962	175,988	187,133	198,394	209,772	221,266	232,873	244,594	256,427	268,370	280,422	292,581	304,845	
REPLACEMENT RESERVE																				
Beginning Balance		157,828	172,003	202,064	233,151	265,295	268,530	302,738	338,103	374,660	362,447	401,249	441,356	482,805	435,640	479,451	524,730	570,647	498,043	
Contribution		14,175	29,201	30,077	30,979	31,908	32,865	33,851	34,867	35,913	36,990	38,100	39,243	40,420	41,633	42,882	44,168	45,493	46,858	
Investment Income	1%		860	1,010	1,166	1,326	1,343	1,514	1,691	1,873	1,812	2,006	2,207	2,414	2,178	2,397	1,749	1,902	1,660	
Disbursements		0	0	0	0	30,000	0	0	0	50,000	0	0	0	90,000	0	0	0	120,000		
Ending Balance		172,003	202,064	233,151	265,295	268,530	302,738	338,103	374,660	362,447	401,249	441,356	482,805	435,640	479,451	524,730	570,647	498,043	546,561	
OPERATING RESERVE																				
Beginning Balance		525,265	526,140	528,771	531,415	534,072	536,742	539,426	542,123	544,834	547,558	550,296	553,047	555,812	558,592	561,384	564,191	858,653	1,166,361	
Contribution (Withdrawal)		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	2	
Investment Income	1%	875	2,631	2,644	2,657	2,670	2,684	2,697	2,711	2,724	2,738	2,751	2,765	2,779	2,793	2,807	1,881	2,862	3,888	
Ending Balance		526,140	528,771	531,415	534,072	536,742	539,426	542,123	544,834	547,558	550,296	553,047	555,812	558,592	561,384	564,191	566,072	861,516	1,170,251	

¹ Assumes interest rate of 0%



ISSUED FOR		BY
PROPERTY DIVISION TO CLIENT		DATE
		1/28/23
PROJECT NAME/ ADDRESS		
DRAWING NAME: EXHIBIT OF PROPERTY DIVISION - MCDP COOP & THE SZANTON COMPANY		
PROJECT NAME/ ADDRESS: DOUGLASS STREET COMMONS		
CLIENT/OWNER OF RECORD: DOUGLASS COMMONS, LLC		
10 FREE STREET, SECOND FLOOR, PORTLAND ME 04101		
ACORN ENGINEERING, INC. ENGINEERING, INC.		
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OF ACORN ENGINEERING, INC. OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.		
PO BOX 3372, PORTLAND MAINE 04101 (207) 753-2555		
FILE:	1154_CIVIL	
JN:	1154	
SCALE:	AS NOTED	
DESIGNED BY:	SJL	
DRAWN BY:	AWG	
CHECKED BY:	SJL/WHs	
DRAWING NO.		
EX		

City of Portland - TIF Model
 45 Dougherty
[9/7/2022](#)
 OAV as of 3/31/2022: \$0
 Annual Mil Rate Increase: 2%

45 Dougherty: City of Portland - TIF Projection Table									
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues
1	2022	\$8,700,000	75.00%	\$6,525,000	13.25	\$86,455	\$86,455	\$0	\$28,818
2	2023	\$8,700,000	75.00%	\$6,525,000	13.51	\$88,184	\$88,184	\$0	\$29,395
3	2024	\$8,700,000	75.00%	\$6,525,000	13.79	\$89,948	\$89,948	\$0	\$29,983
4	2025	\$8,700,000	75.00%	\$6,525,000	14.06	\$91,747	\$91,747	\$0	\$30,582
5	2026	\$8,700,000	75.00%	\$6,525,000	14.34	\$93,582	\$93,582	\$0	\$31,194
6	2027	\$8,700,000	75.00%	\$6,525,000	14.63	\$95,453	\$95,453	\$0	\$31,818
7	2028	\$8,700,000	75.00%	\$6,525,000	14.92	\$97,362	\$97,362	\$0	\$32,454
8	2029	\$8,700,000	75.00%	\$6,525,000	15.22	\$99,310	\$99,310	\$0	\$33,103
9	2030	\$8,700,000	75.00%	\$6,525,000	15.52	\$101,296	\$101,296	\$0	\$33,765
10	2031	\$8,700,000	75.00%	\$6,525,000	15.83	\$103,322	\$103,322	\$0	\$34,441
11	2032	\$8,700,000	75.00%	\$6,525,000	16.15	\$105,388	\$105,388	\$0	\$35,129
12	2033	\$8,700,000	75.00%	\$6,525,000	16.47	\$107,496	\$107,496	\$0	\$35,832
13	2034	\$8,700,000	71.25%	\$6,198,750	16.80	\$104,163	\$104,163	\$0	\$42,031
14	2035	\$8,700,000	67.50%	\$5,872,500	17.14	\$100,655	\$100,655	\$0	\$48,463
15	2036	\$8,700,000	63.75%	\$5,546,250	17.48	\$96,964	\$96,964	\$0	\$55,136
16	2037	\$8,700,000	60.00%	\$5,220,000	17.83	\$93,086	\$93,086	\$0	\$62,057
17	2038	\$8,700,000	56.25%	\$4,893,750	18.19	\$89,013	\$89,013	\$0	\$69,232
18	2039	\$8,700,000	52.50%	\$4,567,500	18.55	\$84,740	\$84,740	\$0	\$76,670
19	2040	\$8,700,000	48.75%	\$4,241,250	18.92	\$80,261	\$80,261	\$0	\$84,377
20	2041	\$8,700,000	45.00%	\$3,915,000	19.30	\$75,569	\$75,569	\$0	\$92,362
21	2042	\$8,700,000	41.25%	\$3,588,750	19.69	\$70,657	\$70,657	\$0	\$100,633
22	2043	\$8,700,000	37.50%	\$3,262,500	20.08	\$65,518	\$65,518	\$0	\$109,197
23	2044	\$8,700,000	33.75%	\$2,936,250	20.48	\$60,146	\$60,146	\$0	\$118,064
24	2045	\$8,700,000	30.00%	\$2,610,000	20.89	\$54,532	\$54,532	\$0	\$127,242
25	2046	\$8,700,000	26.25%	\$2,283,750	21.31	\$48,670	\$48,670	\$0	\$136,740
26	2047	\$8,700,000	22.50%	\$1,957,500	21.74	\$42,552	\$42,552	\$0	\$146,566
27	2048	\$8,700,000	18.75%	\$1,631,250	22.17	\$36,169	\$36,169	\$0	\$156,732
28	2049	\$8,700,000	15.00%	\$1,305,000	22.62	\$29,514	\$29,514	\$0	\$167,245
29	2050	\$8,700,000	11.25%	\$978,750	23.07	\$22,578	\$22,578	\$0	\$178,116
30	2051	\$8,700,000	7.50%	\$652,500	23.53	\$15,353	\$15,353	\$0	\$189,354
30 Year TIF Total		\$261,000,000		\$139,961,250		\$2,329,683	\$2,329,683	\$0	\$2,346,732
30 Year TIF Average				\$4,665,375		\$77,656	\$77,656	\$0	\$78,224

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model for 45 Dougherty							
75% Shelter Yrs 1 thru 10; Declining Annually by 3.75% Yrs 11 thru 30							
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2022	\$8,700,000	\$6,525,000	\$0	\$9,393	\$3,208	\$12,601
2	2023	\$8,700,000	\$6,525,000	\$0	\$9,393	\$3,208	\$12,601
3	2024	\$8,700,000	\$6,525,000	\$0	\$9,393	\$3,208	\$12,601
4	2025	\$8,700,000	\$6,525,000	\$17,183	\$9,393	\$3,208	\$29,783
5	2026	\$8,700,000	\$6,525,000	\$34,365	\$9,393	\$3,208	\$46,966
6	2027	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
7	2028	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
8	2029	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
9	2030	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
10	2031	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
11	2032	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
12	2033	\$8,700,000	\$6,525,000	\$51,548	\$9,393	\$3,208	\$64,148
13	2034	\$8,700,000	\$6,198,750	\$48,970	\$8,923	\$3,047	\$60,941
14	2035	\$8,700,000	\$5,872,500	\$46,393	\$8,454	\$2,887	\$57,733
15	2036	\$8,700,000	\$5,546,250	\$43,815	\$7,984	\$2,726	\$54,526
16	2037	\$8,700,000	\$5,220,000	\$41,238	\$7,515	\$2,566	\$51,319
17	2038	\$8,700,000	\$4,893,750	\$38,661	\$7,045	\$2,406	\$48,111
18	2039	\$8,700,000	\$4,567,500	\$36,083	\$6,575	\$2,245	\$44,904
19	2040	\$8,700,000	\$4,241,250	\$33,506	\$6,575	\$2,085	\$42,166
20	2041	\$8,700,000	\$3,915,000	\$30,929	\$5,636	\$1,925	\$38,489
21	2042	\$8,700,000	\$3,588,750	\$28,351	\$5,166	\$1,764	\$35,282
22	2043	\$8,700,000	\$3,262,500	\$25,774	\$4,697	\$1,604	\$32,074
23	2044	\$8,700,000	\$2,936,250	\$23,196	\$4,227	\$1,444	\$28,867
24	2045	\$8,700,000	\$2,610,000	\$20,619	\$3,757	\$1,283	\$25,659
25	2046	\$8,700,000	\$2,283,750	\$18,042	\$3,288	\$1,123	\$22,452
26	2047	\$8,700,000	\$1,957,500	\$15,464	\$2,818	\$962	\$19,245
27	2048	\$8,700,000	\$1,631,250	\$12,887	\$2,348	\$802	\$16,037
28	2049	\$8,700,000	\$1,305,000	\$10,310	\$1,879	\$642	\$12,830
29	2050	\$8,700,000	\$978,750	\$7,732	\$1,409	\$481	\$9,622
30	2051	\$8,700,000	\$652,500	\$5,155	\$939	\$321	\$6,415
30 Year TIF Total		\$261,000,000	\$139,961,250	\$899,504	\$201,952	\$68,804	\$1,170,260
30 Year TIF Average		\$8,700,000	\$4,665,375	\$29,983	\$6,732	\$2,293	\$39,009

CITY OF PORTLAND
45 DOUGHERTY AFFORDABLE HOUSING DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM

Date: , 2022

TABLE OF CONTENTS

45 Dougherty **Affordable Housing Development District Development Program**

Article I. Introduction and Summary of Benefits

Article II. Development Program Narrative and Designation of the District

- Section 2.01 Statement of Means and Objectives
- Section 2.02 Brief Discussion of Financial Plan
- Section 2.03 Project Cost Descriptions
- Section 2.04 Relocation Plan
- Section 2.05 Environmental Controls
- Section 2.06 District Operation
- Section 2.07 Assurance of Compliance
- Section 2.08 Program Duration
- Section 2.09 Approval Considerations and Characteristics of the District
- Section 2.10 Designation of the District

Article III. Financial Plan

- Section 3.01 Cost Estimates for the Development Program
- Section 3.02 Amount of Indebtedness to be Incurred
- Section 3.03 Sources of Anticipated Revenues
- Section 3.04 Estimated Increased Assessed Value; Portion Applied to Development Program
- Section 3.05 Description of Terms and Conditions of Agreements
- Section 3.06 Calculation of Tax Shifts

Article IV. Municipal Approvals

- Section 4.01 Public Hearing
- Section 4.02 Authorizing Votes

Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

45 Dougherty
Affordable Housing Development District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 45 Dougherty Court in Portland. The area includes approximately 1.675 acres. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. During the first 12 Tax Years (as that term is defined below) of the Development Program, Seventy-Five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Development District. Commencing with the thirteenth Tax Year, and continuing for each Tax Year thereafter through the term of the Development Program, the captured assessed value of the District will decline by 3.75% per Tax Year. For example, during the thirteenth Tax Year, Seventy-One and Twenty-Five One Hundredths percent (71.25%) of the captured assessed value of the District will be sheltered; and during the fourteenth Tax Year, Sixty-seven and Five Tenths percent (67.5%) of the captured assessed value of the District will be sheltered. During the thirtieth and final Tax Year of the Development Program, Seven and Five Tenths Percent (7.5%) of the captured assessed value of the District will be sheltered. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the 45 Dougherty Affordable Housing Development District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development

Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by 45 Dougherty LP, its successors and assigns (the “Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement Agreement attached hereto as Exhibit E (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to the Credit Enhancement Agreement. These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developer will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developer will be financed by Developer through equity of and loans to the Developer, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. The Capital Project at 45 Dougherty Court involves the construction of a building on approximately 1.675 acres, into an affordable housing neighborhood. The objective of the project is that 73% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of one five-story building to be built which would contain a total of 63 (sixty-three) units of rental housing with 46 (forty-six) of those units affordable to households at or below 60% of the area median income and 17 (seventeen) of those units at market rate. The zoning for the project assures that this number of units and this affordability objective will be met.

The 45 Dougherty project is projected to have a total local increased assessed valuation at build out of approximately \$8,700,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$77,656 in tax increment revenues to the Developer at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$77,656 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 45 Dougherty Court. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The property is currently used as a parking lot.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority, its successor or assigns, will as property manager operate the improvements constructed and owned by Developer and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. The duration of the District will be thirty (30) years after the tax year in which this Development Program is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a "Tax Year." The first Tax Year of the Development Program begins April 1, 2022, and the last Tax Year of the Development Program begins April 1, 2051.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 12,386 acres; the total area of the proposed AHTIF Districts will be approximately 01.675 acres and thus such area represents less than 2% (or 0.0135233%) of the total acreage of the City. The total area of the proposed AHTIF Districts (1.675) and the total area of all development districts in the City (825.971) totals 827.6469 acres which is approximately 6.682% (827.6469/12,386) of total municipal acreage of the City. The 827.6469 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (417.0408 acres)—which, when subtracted from the 827.6469 acres is 380.6061 acres, which is 3.073% (380.6061/12,386) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 15.469 acres or 0.125% of the total acreage of the City (15.469/12,386) and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the proposed Affordable Housing TIF District (\$0.00) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$3,825,910. The taxable property value as of the April 1st before MaineHousing approval (4/1/2021) equals \$12,095,550. As the aggregate OAV as a percent of taxable value is 0.0316%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreement provides a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 73% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more small-scale nonresidential uses of service to the residents of the development. The Developer and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the 45 Dougherty Affordable Housing Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developer, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of the end of the City's Fiscal Year 2022, which was March 31, 2021. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the

requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in Tax Years 1 through 12 of the Development Program is 75% (Seventy-Five percent), declining by 3.75% per Tax Year thereafter as more fully described in Article I, Section 4 above. Such Captured Tax Increment Revenues will be returned to the Developer each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Project Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but the Developer's Share will be the entire amount of the 75% (seventy-five percent) of captured revenue in Tax Years through 12 of the Development Program, declining by 3.75% per Tax Year thereafter as more fully described in Article I, Section 4 above. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under Credit Enhancement Agreement to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the

estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreement includes a provision for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 75% (seventy-five percent) of Increased Assessed Value in Tax Years 1 through 12 of the Development Program, which amount will decline by 3.75% per Tax Year thereafter, as more fully described in Article I, Section 4 above. Accordingly, 75% (seventy-five percent) of the Tax Increment Revenues in Tax Years 1 through 12, declining by 3.75% annually in Tax Years 13-30 during the term of the District, shall be paid to the Developer pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement Agreement 75% (seventy-five percent) of such payments during Tax Years 1 through 12 of the Development Program, which amount will decline by 3.75% per Tax Year thereafter. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

Section 3.05: Description of Terms and Conditions of Agreements. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement Agreement to be entered into by the City and the Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement Agreement sets forth the obligations of the City to pay to Developer each year during the term of that Agreement Tax Increment Revenues (Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The 45 Dougherty project will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$13.25/\$1,000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project,

its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is “sheltered” in a TIF and, therefore, does not get counted in the City’s state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City’s control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on October _____, 2022, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on October 3, 2022. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on _____, 2022 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Danielle P. West, Interim City Manager,
City of Portland, ME

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

45 DOUGHERTY LP

DATED: _____, 2022

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

- Section 1.1. Definitions.
- Section 1.2. Interpretation and Construction.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

- Section 2.1. Creation of Development Program Fund.
- Section 2.2. Liens.
- Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.
- Section 2.4. Use of Monies in Development Program Fund.
- Section 2.5. Monies Held for Benefit of Developer.

ARTICLE III PAYMENT OBLIGATIONS.

- Section 3.1. Developer Payments.
- Section 3.2. Failure to Make Payment.
- Section 3.3. Manner of Payments.
- Section 3.4. Obligations Unconditional.
- Section 3.5. Limited Obligation.

ARTICLE IV PLEDGE AND SECURITY INTEREST

- Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.
- Section 4.2. Perfection of Interest.
- Section 4.3. Further Instruments.
- Section 4.4. No Disposition of Project Cost Account.
- Section 4.5. Access to Books and Records.

ARTICLE V DEFAULTS AND REMEDIES

- Section 5.1. Events of Default.
- Section 5.2. Remedies on Default.
- Section 5.3. Remedies Cumulative.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

- Section 6.1. Effective Date and Term.
- Section 6.2. Cancellation and Expiration of Term.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

Section 7.2. Transfer.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Successors.

Section 8.2. Parties-in-Interest.

Section 8.3. Severability.

Section 8.4. No Personal Liability of Officials of the City.

Section 8.5. Counterparts.

Section 8.6. Governing Law.

Section 8.7. Notices.

Section 8.8. Amendments.

Section 8.9. Records.

Section 8.10. Reserved.

Section 8.11. Integration.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

Section 8.14. Tax Laws and Valuation Agreement.

EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2022, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and 45 Dougherty LP, a Maine Limited Partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *45 Dougherty Affordable Housing Development and Tax Increment Financing District* (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on _____, 2022, Order XX- 21/22 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____ [Date of District Approval by MaineHousing] and anticipates the approval of the amended District and the Development Program by MSHA; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0.00), which is the taxable assessed real property value of the District as of March 31, 2022 (April 1, 2021).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned sixty-three (63) unit low-income housing project to be named 45 Dougherty located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually

paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the 45 Dougherty Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in

30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) During the first twelve Tax Years during the term of this Agreement, which commences with the Tax Year beginning April 1, 2022, the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. Commencing with the thirteenth Tax Year and continuing each Tax Year thereafter during the term of this Agreement, the Increased Assessed Value as Captured Assessed Value will decrease by 3.75% per Tax Year, as more fully described in the table on Exhibit 2, which is incorporated herein by reference and made a part of this Agreement. The remaining percentage of the Increased Assessed Value during each Tax Year is the Non-Captured Increased Assessed Value for that Tax Year, as set forth on Exhibit 2. For example, during the twelfth Tax Year of the term of this Agreement, the City shall retain in the District 75% of the Increased Assessed Value as Captured Assessed Value, and 25% of the Increased Assessed Value shall be Non-Captured Assessed Value; and during the thirteenth Tax Year, the City shall retain 71.25% of the Increased Assessed Value as Captured Assessed Value, and 28.75% of the Increased Assessed Value shall be Non-Captured Assessed Value.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

(b) For the first twelve Tax Years during the term of this Agreement, the City shall deposit into the Project Cost Account of the Development Program Fund contemporaneously with each payment of Property Taxes an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. Commencing with the thirteenth Tax Year, and continuing for each Tax Year thereafter through the term of this Agreement, the amount of such deposits shall decrease by 3.75% per Tax Year. The remaining percentage of the property tax payment constituting Tax Increment Revenues, which is attributable to Non-Captured Increased Assessed Value, shall be deposited into the City's general fund. The rates for such deposits are the same as those set forth in Exhibit 2. For example, for a payment of Property Taxes during the first twelve Tax Years of the Development Program, the City shall deposit 75% of each payment into the Project Cost Account of the Development Program Fund and 25% of each payment into the City's general fund; and for a payment of Property Taxes for the thirteenth Tax Year of the Development Program, the City shall deposit 71.25% of that payment into the Project Cost Account of the Development Program Fund and 28.75% of that payment into the City's general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes

exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes

assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) On a bi-weekly basis during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Incremental Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary.

Notwithstanding any change in the identity of Developer 's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer 's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the

Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.

- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.
- (h) Any discontinuance of the District property as "affordable housing," pursuant to the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI

EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program, which is April 1, 2022, and shall expire March 31, 2052¹ or sooner upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by _____.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does

hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

- (a) No covenant, stipulation, obligation or agreement of the City contained herein

shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

45 Dougherty, LP
c/o The Szanton Company
10 Free Street
Third Floor
Portland, Maine 04101

With a copy to:

Drummond Woodsum & MacMahon
Attn: Edward J. Kelleher
84 Marginal Way, Suite 600
Portland, Maine 04101

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its Interim City Manager, Duly Authorized by the
City Council at its meeting on _____, 2022

WITNESS:

45 DOUGHERTY LP
BY: Libbytown Housing, LLC
Its: General Partner

By: _____
Name: Nathan Szanton
Its: Manager

EXHIBIT 1

Copy of District Map

EXHIBIT 2

Captured Assessed Value			Non-Captured Increased Assessed Value		
YEAR	PERCENTAGE		YEAR	PERCENTAGE	
Years 1-12	75.00%		Years 1-12	25.00%	
Year 13	71.25%		Year 13	28.75%	
Year 14	67.50%		Year 14	32.50%	
Year 15	63.75%		Year 15	36.25%	
Year 16	60.00%		Year 16	40.00%	
Year 17	56.25%		Year 17	43.75%	
Year 18	52.50%		Year 18	47.50%	
Year 19	48.75%		Year 19	51.25%	
Year 20	45.00%		Year 20	55.00%	
Year 21	41.25%		Year 21	58.75%	
Year 22	37.50%		Year 22	62.50%	
Year 23	33.75%		Year 23	66.25%	
Year 24	30.00%		Year 24	70.00%	
Year 25	26.25%		Year 25	73.75%	
Year 26	22.50%		Year 26	77.50%	
Year 27	18.75%		Year 27	81.25%	
Year 28	15.00%		Year 28	85.00%	
Year 29	11.25%		Year 29	88.75%	
Year 30	7.50%		Year 30	92.50%	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 12, 2022

SUBJECT: Order 84-22/23 Approving the 45 Dougherty Street Affordable Housing Credit Enhancement Agreement with 45 Dougherty LP - Sponsored by the Housing & Economic Development Committee, Councilor Pious Ali, Chair

SPONSOR:

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 10/3/2022

Final Action 10/17/2022

Can action be taken at a later date: No

Does this item involve a new contract with the City: Corporation Counsel has reviewed the Credit Enhancement Agreement.

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

At its July 19, 2022 meeting, the Housing & Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation to review and discuss the item.

This order is a companion to the above order.

This item must be read on two separate days. This is its first reading.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

The Housing and Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for review and discussion

VIII. LIST ATTACHMENTS

1. 45 Dougherty Street Affordable Housing Credit Enhancement 9.1.2022

Prepared by:

Date: 09/12/2022

KATE SNYDER (MAYOR)
ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
TAE Y. CHONG (3)
ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
ROBERTO RODRÍGUEZ (A/L)

**ORDER APPROVING THE 45 DOUGHERTY STREET
AFFORDABLE HOUSING CREDIT ENHANCEMENT AGREEMENT
WITH 45 DOUGHERTY LP**

ORDERED, that the credit enhancement agreement between the City of Portland and 45 Dougherty, LP related to the 45 Dougherty Street Affordable Housing Tax Increment Financing District is hereby approved and the City Manager is authorized to sign the agreement in substantially the same form as attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.