**ECONOMIC DEVELOPMENT COMMITTEE**

**DATE: Tuesday, February 21, 2023**
**TIME: 5:30 PM**
**LOCATION:This meeting will take place remotely using Zoom.**

**This meeting will be held remotely pursuant to the Remote Meeting Policy adopted by the Portland City Council and as authorized under 1 M.R.S. 403-B because of the existence of an emergency or urgent issue that requires the Committee to meet by remote methods. Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be available in the Agenda Center following the meeting.**

**For public comment, 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:**

**https://portlandmaine-gov.zoom.us/j/88317133775?pwd=SUwxaXovTU9nMHZrRi9UQmN4YXVQdz09**
**Passcode: 323082**
**Or One tap mobile :**
**US: +13052241968,,88317133775# or +13092053325,,88317133775#**
**Or Telephone:**
**Dial(for higher quality, dial a number based on your current location):**
**US: +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833**
**Webinar ID: 883 1713 3775**
**International numbers available: https://portlandmaine-gov.zoom.us/u/kzYxPt9Mk**

**Public Comment Information: To submit written public comment on an agenda item, email edd@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Housing & Economic Development 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 name of the agenda item (see below).**

1. **Review and accept Minutes of previous meeting held on January 17, 2023.**

   a. See attached draft Minutes.

2. **Workshop - Responsibilities of the Housing and Economic Development Department**

   a. See attached Memo and PowerPoint

3. **Review letter from the Rental Housing Advisory Committee (RHAC)**

   a. See attached Memo from RHAC

4. **Public Hearing - Review and recommendation to the City Council - FY2024 Housing Program Budget**

   a. See attached Memo and Budget

5. **Public Hearing - Review and recommendation to the City Council - HOME-ARP Program Plan**

   a. See attached Memo and Backup

6. **Public Hearing - Review and recommendation to the City Council - Thames Street Purchase and Sale Agreement**

   a. See attached Memo and proposed Purchase and Sale Agreement.

   **Executive Session:** Pursuant to 1 M.R.S.A 405(6)(C) and 5 M.R.S.A. 13119-A the Committee may go into executive session to provide staff guidance and direction on negotiations for this item.

7. **Communication - No vote or public hearing required.**

   a. See attached 2023 Committee Work Plan and Schedule

Next Meeting Date: March 21, 2023

City of Portland Commissions are not required to take public comment under FOAA and our Ordinance is silent regarding the duties of the Commission. The Commission has the discretion to not allow or allow public comment during its meetings, including the authority to limit the duration of comments. Since the Commission makes recommendations to the City Council, public comment is available at that level.

**Minutes**

**Remote Housing and Economic Development Committee**

**January 17, 2023**

**NOTE: This meeting was held via Zoom and can be viewed at this link: [http://www.portlandmaine.gov/1695/Economic-Development-Committee](http://www.portlandmaine.gov/1695/Economic-Development-Committee) These Minutes provide a record of those in attendance, general discussion taking place, and motions made.**

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, January 17, 2023, at 5:30 p.m. via Zoom. Present from the HED Committee were Chair Pious Ali, and member Mark Dion, and Regina Phillips. Present from the City staff were Interim Housing and Economic Development Department Director Mary Davis, Assistant City Manager Anne McGuire, Principal Administrative Officer Lori Paulette, and Housing Program Manager Victoria Volent. Invited guests included Vaishali Mamgain and Rebecca Nisetich of the University of Southern Maine, who facilitated the committee's work plan discussion.

**Item #1: Review and vote on November 15, 2022, draft meeting Minutes of the joint HEDC and Sustainability and Transportation Committee**

On motion made by Councilor Dion, seconded by Councilor Phillips, the Committee voted unanimously (3-0) to accept the Minutes as amended.

**Item #2: 2023 Housing and Economic Development Committee Proposed Work Plan**

Councilor Ali introduce this item noting new idea can be proposed for addition to the Work Plan through out the year. Mary Davis presented a recap of 2022 Committee accomplishments, and a draft 2023 work plan. Vaishali Mamgain noted the work undertaken by the Committee includes multi-year projects. Given the scope of responsibilities, it is important for the Committee to be mindful of capacity during assignment of priority considerations as they review the work they are required to complete and the work they wish to add to the Work Plan. Staff mentioned certain priorities items are included in the schedule to meet HUD deadlines. Currently the Committee is only scheduled to meet once a month, but that can also be changed. Committee members discussed the Work Plan and possible amendments including; the Franklin Street Master Plan; identifying priority transportation nodes and housing development centers; tenant safety; and affordable housing; short-term rentals.

The Committee was led through a discussion by Rebecca Misetich to considered goals applying a racial equity and social justice lens. Topics discussed included; housing sustainability; homelessness; affordable housing; housing for the disabled community; equitable access to housing; ensuring processes are inclusive and that elements of the process have not created barriers to meaningful participation; involving stakeholders who are also members of the communities affected by the strategic investment or resource allocations; and review of the Affordable Housing Development and AHTIF Application.

A motion was made by Councilor Phillips to adjourn the meeting, seconded by Councilor Dion. Councilor Ali asked for a vote on the motion and it passed unanimously (3-0) to adjourn the meeting at approximately 7:32p.m.

Respectively submitted, Victoria Volent

Please see attached Facilitators' notes from this meeting.

**DRAFT – Mamgain-Nisetich edits**
**Housing & Economic Development Committee**
**2023 Work Plan Schedule**
**as of January 13, 2023**

January 17, 2023

1. Facilitated Work Plan Discussion
   Possible additions to the work plan schedule based on Jan 17 session:
   a) Councilor Ali suggested revisiting the Franklin St. Arterial project based on the proposal by Marcus Miller (spelling?). He suggested adding this to the list to be considered at some point (this year or in future years based on advice from staff)
   b) It was acknowledged that the department needs more capacity and there will be a proposal to the Budget and Finance Committee regarding this.
   c) Councilor Dion suggested revisiting the Priority Centers for housing development. This will be in conjunction with the transportation nodes currently under discussion in East Deering, Woodford's Corner, Morrill's Corner. The Council would need input from the Planning Department. Councilor Dion reminded Council that their role is to make policy to incentivize private-public partnership to bring about these changes
   d) Councilor Dion also raised the issue of creating a safe environment for tenants. This depends on the affordability *and* the habitability of the apartments. See point 5 in the Feb 21 agenda below
   e) There was also mention of dredging the harbor (but no mention made of when that might happen)
   f) Councilors were okay with not adding more to the May onward workplan because they and city staff are aware that pressing issues come up and they want to leave some space for that plus the workplan from Feb-April will also yield its own future timeline. So they wanted to be cognizant of that.
   g) Councilor Ali asked Director Mary Davis to look into the accessibility of city buildings not merely to be compliant with the American with Disabilities Act but to provide true access

February 21, 2023

1. Workshop - Responsibilities of the Housing and Economic Development Department
2. (Public Hearing) Review and Recommendation to the City Council Regarding establishing a Tourism Improvement District.
3. (Public Hearing) Review and Recommendation to the City Council – FY23 Housing Program Budget
4. (Public Hearing) Review and Recommendation to the City Council - HOME-ARP Program Plan
5. Invite a housing advocacy group: Rental Housing Advisory Committtee – Chapter 6 in ordinance, reviewing and, safe environtment / safety/habitability of rental units

March 21, 2023

1. (Public Hearing) Review and Recommendation  to the City Council – 2022 Jill C. Duson Housing Trust Fund Annual Plan
2. (Public Hearing) Review and Vote to Approve the Issuance of 2023 Affordable Housing TIF and Affordable Housing Development Fund Application for the Jill C. Duson Housing Trust Fund, HOME Program
3. (Public Hearing) Review and Recommendation to the City Council to continue to Participate in the Cumberland County HOME Consortium
4. (Public Hearing) Review and Recommendation to the City Council - Amendment to the City's Tax Increment Financing Policy
5. Talk about what other priorities/for the use of those resources to include those. Committee reviews aplications and says yes

April 18, 2023

1. (Public Hearing) Review and Recommendation to the City Council - Report to HUD on Analysis of Impediments to Fair Housing
2. Workshop - Portland's Waterfront
3. Tenant safety issue – normal practice of the committee

May 21, 2023

1.

June 20, 2023

1.

July 18 2023

1.

August 15, 2023

1.

September 19, 2023

1.

October 17, 2023

1.

November 21, 2023

1.

December 19, 2023

1.

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COMPLETED WORK

City of Portland | Housing and Economic Development Department
Mary P. Davis, Interim Director

# MEMORANDUM

**TO:** Chair and Members of the Housing and Economic Development Committee

**FROM:** Mary Davis, Interim Director

**DATE:** February 17, 2023

**SUBJECT:** Responsibilities/Overview of the Housing and Economic Development Dept.

As the Housing and Economic Development Committee begins its work for 2023, I thought it would be helpful to provide an overview of the work and areas of responsibilities for staff within the Housing and Economic Development Department. As with all City Departments, we perform the operational duties of our Department under the direction of the City Manager, who provides guidance and oversight regarding the implementation of policy set by the City Council.

Attached you will find an overview of the divisions and program areas within the Housing and Economic Development Department. These include:

- Economic Development Office;
- Office of Creative Portland;
- Office of Economic Opportunity; and,
- Housing and Community Development.

We look forward to highlighting the program areas with you and any questions you may have.

# HOUSING AND ECONOMIC DEVELOPMENT DEPARTMENT of the City of Portland, Maine

The Housing and Economic Development Department (HEDD) provides Portland with a ***positive financial return to support increased private sector investment, associated property tax revenue, jobs for area residents, affordable housing, economic opportunities for Portland's diverse population, including its businesses and the creative economy sector***.

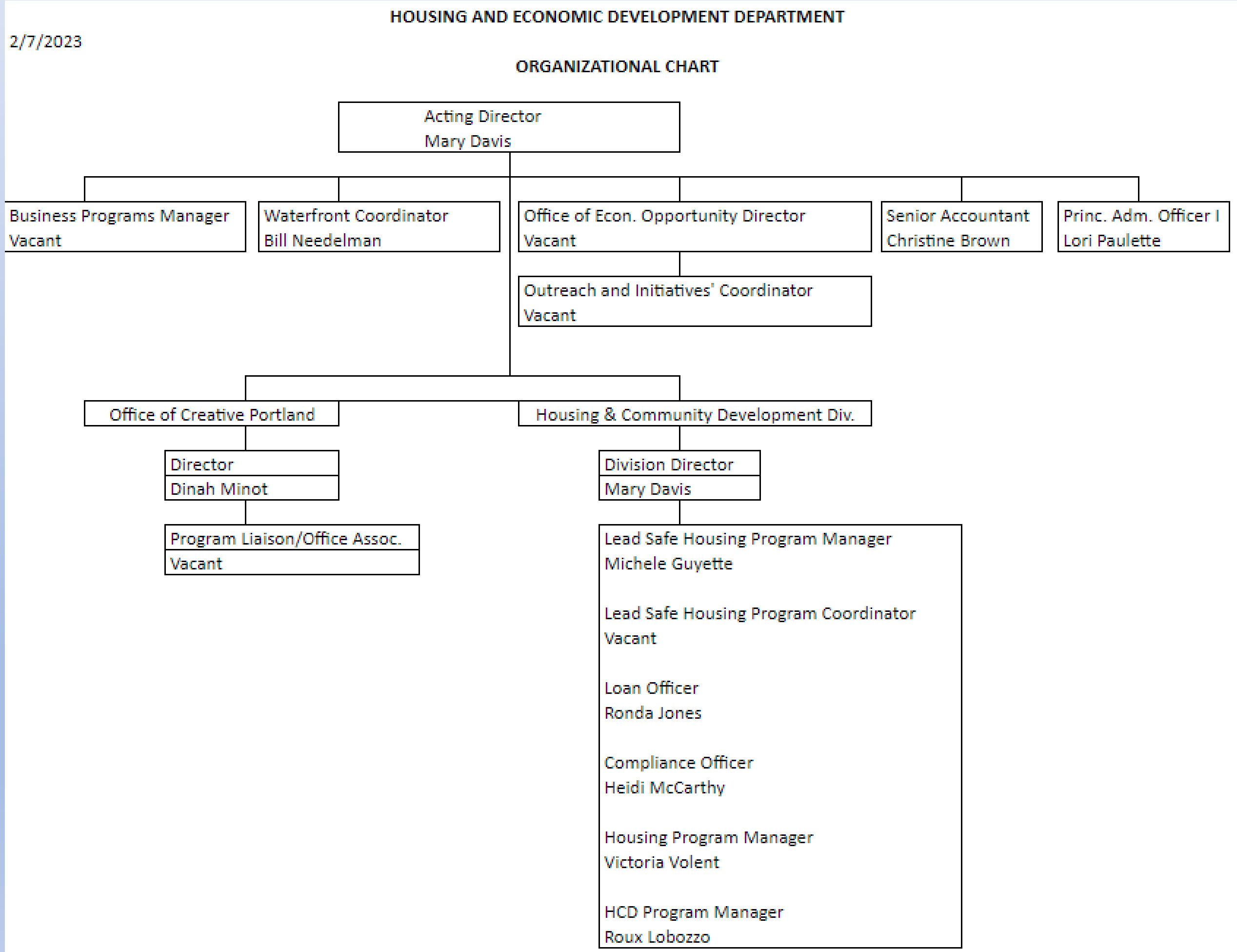
The HEDD takes the lead on Portland's business assistance, retention, expansion, and recruitment programs; affordable housing development; economic opportunities for Portland's diverse populations and creative economy sector; and is the steward of Portland's waterfront.

The HEDD serves as staff to the City Council's Housing and Economic Development Committee.

Housing and Economic Development Department website link.

# Annual Operational Budget

The HEDD includes sixteen (16) full-time staff with an FY2023 annual budget of approximately $1.48 million.  Department staff costs are offset by tax revenue generated from Tax Increment Financing Districts, U.S. Department of Housing and Urban Development Grants (CDBG and HOME), and the Portland Fish Pier Authority.



# Economic Development Office

The Economic Development Office provides comprehensive assistance to businesses at every stage of development and growth, whether just starting up, expanding, or relocating to the City of Portland. Services are designed to streamline doing business in Portland.

Examples below of program areas:

- Brownfields Redevelopment Program/Grants from USSEPA of Over $5.2 Million for the Department for Phase I and Phase II Environmental Site Assessments and remediation and clean-up in the form of grants/loans to businesses and non-profits.

- Business Loan Programs/Since Inception in 1991 through Fiscal Year End 2022 Over $12.5 Million Approved

- Tax Increment Financing/Active Districts: 3 Area-Wide TIF Districts, including a Downtown TOD TIF, TOD TIF At Thompson's Point, 17 Affordable Housing TIF Districts, 3 Commercial TIF Districts

Committees staffed by the Economic Development Office:

- Portland Development Corporation (City's Business Lending and Granting Board)

- City-Owned and Tax-Acquired Property Committee (internal staff Committee)

The City's Economic Development office facilitated the sale of City-owned land on Thames Street through an RFP process which resulted in it being purchased and developed for the WEX Headquarters.

# Office of Creative Portland

Mission is to support the Creative Economy through the arts by providing essential resources, fostering partnerships, promoting Portland's artistic talents and cultural assets. As the official nonprofit arts agency, we support economic development efforts by strengthening and stimulating our workforce, creative industries, and enterprises. Creative Portland website link.

Examples below of program areas:

- First Friday Art Walk
- Arts and Culture Summit
- Arts in the Chamber
- Hear Here
- Cultural App Development
- Fiscal Sponsorships & Volunteers
- Cultural Events Calendar
- Arts and Music Festivals
- CP Art Gallery
- Portland Artist Relief Fund
- Public Art – Creative Bus Shelters, Art Banners for Public Health

Batimbo United, ART OUTTA THE PARK, Sea Dogs Field, 2018

Committees staffed by the Office of Creative Portland:

- Creative Portland Board of Directors

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# Office of Economic Opportunity

*Mission* is to convene and leverage public and private partners to assure optimal communication and collaboration so that racially and ethnically diverse communities, including immigrants and refugees, and other underserved populations, have access to jobs and related support services, as well as economic opportunities.

OEO's scope of work is guided by its current Strategic Action Plan for Inclusion, with four core outcome areas:

- Economic Inclusion and Development
- Civic Inclusion
- Cultural and Social Inclusion
- Welcome-Ability

Natural Helpers Graduation Ceremony

OEO is the only office of its kind in Maine. Its core function is as a convener and not as a direct service delivery agent except for two signature initiatives: Portland Professional Connections and the Natural Helpers Leadership Program. Both initiatives have become national models.

OEO also supports internal efforts pertaining to racial equity and Language Access compliance

# Housing and Community Development

Administers Federally-funded programs that work in partnership with others (government, business, non-profits) to develop strong communities by creating decent and safe affordable housing, expanding economic opportunities, and providing programs that serve the most vulnerable in our community. HCD website link.

Programs of Services:

- Community Development Block Grant (approximately $1.9 million annually)
- HOME Program – County-wide consortium; Affordable Housing Development, Tenant Based Rental Assistance (approximately $900,000 annually)
- Local Housing Trust Fund – Affordable Housing Development (current balance approximately $2.3 million)
- Lead Safe Housing Program ($2.5 million grant, 42 month period of performance through 6/30/2023; extension to be requested through June 30, 2024)
- Affordable Housing Tax Increment Financing

Committees Staffed by the HCD Division:

- Rental Housing Advisory Committee
- CDBG Annual Allocation Committee
- CDBG Priority Task Force (meets every 3-5 years)
- Assist with staffing the City Council's Housing and Economic Development Department

# Waterfront Economic Development Office

The Waterfront Coordinator represents the City's HEDD to promote the waterfront as a center of economic activity, to assist other departments with the management of the City waterfront facilities, and to create opportunities for all Portlanders to participate in harbor activities as a part of their everyday lives.

Programs of Service:

- Waterfront Policy, Land Use, and Zoning
- Eastern Waterfront development, including open space, public access, and community boating
- Climate Change
- Communications and Community Relations – liaison with Harbor Commission, State and Federal agencies, including: FEMA Solutions Based Team for Marine Infrastructure, SEAMaine Seafood Marketing Committee, Maine Offshore Wind Supply Chain and Ports Working Group, and Maine Climate Council, Marine, and Coastal Workgroup.

Special Projects:

- Harbor Dredging and Sediment Disposal
- Portland Fish Pier Strategic Planning
- Public Landing at Ocean Gateway

Committees Staffed by the Waterfront Coordinator:

- Portland Fish Pier Authority
- City Manager's Waterfront Working Group
- Island Broadband Planning


Serving commercial vessels at the Portland Fish Pier

# MEMORANDUM

| | |
|---|---|
| **FROM:** | **Rental Housing Advisory Committee** |
| **TO:** | **Housing & Economic Development Committee** and **City Council** |
| **DATE:** | **January 9, 2023** |
| **SUBJECT:** | **RHAC Duties and Charge** |

## I. Summary

As the Rental Housing Advisory Committee ("RHAC") enters its seventh year of existence (though fourth year of operation), and in light of the significant changes to regulation of rental housing in Portland since its inception, the RHAC seeks a restatement/clarification of the charge and duties for the committee, so that we can better serve the City and its citizens. Absent such revised guidance, the committee feels it is unable to take any meaningful action, and would recommend that the City Council disband the RHAC.

## II. History

The RHAC was formed in November of 2016, as part of the Tenant Housing Rights Ordinance (Chapter 6 Article XI, Section 6-225; Council Orders 76-16/17 and 32-18/19). The Ordinance cited addressing housing insecurity and educating tenants among its purposes, and specifically charged the RHAC with two duties:

1. Provide the Housing Committee with recommendations or proposals for improvements, modifications, or changes regarding landlord and tenant policy issues; and
2. Identify educational opportunities, seminars, and materials that would be useful to landlords and tenants.

The RHAC's first meeting was on September 24, 2019, and it very quickly set to work on an issue raised by RHAC members in early meetings: rental housing application fees. After much debate and hard work, on December 16, 2019, the RHAC made a formal recommendation to the then-Housing Committee, recommending that the City adopt an ordinance prohibiting landlords from charging prospective tenants application fees (or any fees prior to move-in, aside from first month's rent and security deposit). *See* RHAC Memo, 12/16/2019. Through a process in which the RHAC's recommendation and work went mostly unconsidered, on August 3, 2020, the City Council ultimately enacted its own, and very different, ordinance restricting rental application fees. *See* 206-19/20. (This would ultimately be superseded by the Act to Protect Tenants in Portland, passed via citizen initiative (Question C) on November 8, 2022, which, in part, prohibits application fees for rental housing. *See* Chapter 6, 6-223.1 and 223.1(c).)

On April 27, 2020, the RHAC sent a recommendation to the Housing Committee and City Council, providing committee members' feedback, questions, and suggestions regarding Councilor Cook's proposed amendments to the City's Stay-at-Home Order (#156-19/20) as they pertained to short-term and long-term rental housing. The memo also included a recommendation that the City enact a temporary prohibition on rent increases, to run concurrent with other pandemic protections. *See* RHAC Memo, 4/27/2020.

At some point, the RHAC discussed hosting or otherwise coordinating a housing-related forum to facilitate the exchange of information and provide education to Portland tenants and landlords, similar to the event previously held at King Middle School in (to the best of our recollection) 2015. City staff informed the RHAC that such activities were outside the scope of the RHAC's charge, and so the RHAC ceased its efforts in that regard.

In November of 2020, Portland voters approved the citizen initiative enacting the Rent Stabilization Ordinance, effective as of January 1, 2021. This Ordinance created the Rent Board, and gave it the authority to "conduct hearings in response to tenant complaints, mediate disputes between tenants and landlords, and consider landlords' requests for rent increases outside the scope of this Ordinance."

This past November, Portland voters approved the Act to Protect Tenants in Portland, which built upon and expanded the authority granted to the Rent Board by the initial Ordinance. These new provisions give the Rent Board the jurisdiction and authority to, among other things, "adopt or amend … such rules and regulations as are necessary to implement" the Ordinance, and to "initiate changes and amendments to the city's Rent Stabilization Ordinance."

## III. Request

Because the RHAC was formed prior to the citizen initiatives creating the Rent Board, and in light of the recent expansion of the Rent Board's authority via the most recent initiative, the RHAC seeks clarification of its purpose and/or role. Understanding that the RHAC is separate from, and independent of, the Rent Board and its activities, and seeking to avoid any duplicative or otherwise redundant work, the RHAC seeks a restatement or reaffirmation of its mission from City Council / H&ED, as well as a defined procedure by which we can be regularly heard by the HEDC, and the City Council as need be.

The RHAC has also considered that, without a viable charge and mechanism(s) by which we can be effective and heard, we would suffer a frustration of purpose, and would ultimately advocate for our disbandment. Each and every member of the RHAC sought appointment because they genuinely care about the issues and the people involved, and if we are unable to serve the City and its citizens effectively through the RHAC, we would appreciate the opportunity to serve our community in other capacities.

## IV. Summary

The RHAC is, and has always been, comprised of members who are not only knowledgeable about Portland's rental housing environment, but are dedicated and committed to working on finding solutions to the many issues therein. We all remain eager to do so, and seek the City's guidance on how we can better do that in light of the significant changes to rental housing regulation since our committee's inception.

**MEMORANDUM**

**FROM:** **Rental Housing Advisory Committee**

**DATE:** **February 5, 2020**

**SUBJECT:** **Rental Application Fees**

## I. SUMMARY

The Rental Housing Advisory Committee recommends that the City enact an ordinance to ban application fees for rental housing units.

## II. BACKGROUND

The Rental Housing Advisory Committee (RHAC) is charged with providing the Housing Committee with recommendations or proposals for improvements, modifications, or changes regarding landlord and tenant policy issues and identifying education opportunities, seminars, and materials that would be useful to landlords and tenants.

At the RHAC's first meeting on September 24, 2019, group members brainstormed issues of concern to landlords and tenants. Several members expressed concern that rental housing application fees are a significant barrier preventing low and moderate income residents from securing housing in Portland. City staff informed the committee that staff in the Housing and Community Development Division had heard concerns about application fee fraud and abuse and had made the Housing Committee aware of that issue. City staff informed the group that the Housing Committee suggested that application fees might be a topic the RHAC could take up.

The RHAC discussed the fact that there is no state law or city ordinance limiting application fees. There is no requirement that a fee charged be linked to the landlord's cost in running a background check. Tenants are generally not in a position to know whether they have actually been considered for an apartment for which they have paid an application fee. Mindful that RHAC's charge includes education, members of the group discussed whether there are education solutions to these issues.

At the October 28, 2019 meeting of the RHAC members of committee articulated several areas of concern: landlords who collect application fees with no intention of renting to the applicant, landlords who collect application fees from multiple applicant and do not conduct background checks, and landlord who do not supply copies of reports to applicants who are not selected as tenants. The group discussed the concern that application fees price low and moderate income tenants out of Portland at multiple meetings.

The RHAC discussed several ways to address application fees. Proposals included a limitation on the amount that could be charged, a requirement that fees collected be refunded to tenants, a requirement that landlords provide copies of background checks to tenants, a prohibition on charging application fees when a tenant provides a landlord with a copy of a recent background check, and a ban on application fees.

Members of the Committee expressed concern that landlords could continue charging application fees by giving those fees another name and the proposed language banning fees is phrased to allow only a security deposit and first month's rent to be charged at the beginning of a tenancy.

On December 16, 2019 the RHAC voted 5-3 to recommend to the Housing Committee that the City prohibit landlords from charging application fees. (the committee currently has 8 members because a tenant member resigned) The RHAC drafted a resolution at the December 16th meeting to accompany the recommendation to explain the committee's rationale and the RHAC approved the resolution 6-2.

## III. ANALYSIS AND BACKGROUND

RHAC understands that the Housing Committee would like to see “more than anecdotal” evidence demonstrating that application fees are a significant problem in the community. RHAC members have researched this issue and we have not found any studies that are responsive to this request.

Pine Tree Legal Assistance (PTLA) was asked whether they track calls about application fees. RHAC member Katherine McGovern explained that PTLA tracks cases based on the legal issue involved and so can provide data on the number of tenants who called about issues like evictions or security deposits but because there are no state or local laws limiting application fees, inability to afford application fees is not categorized or tracked as a legal problem. Ms. McGovern shared throughout the RHAC’s discussion about this issue that PTLA’s clients struggle to find affordable housing in Portland and application fees are a significant problem for PTLA’s clients.

RHAC co-chair Meredith Cook, who has worked as a housing specialist at Through These Doors and is currently employed by Preble Street as the Maine Hunger Initiative Social Change Advocate, told the committee that application fees are such a significant barrier for low-income tenants that Preble Street caseworkers searching for housing with clients do not even apply with landlord who charge application fees.

RHAC member Wendy Harmon conducted a survey of members of the Southern Maine Landlord Association regarding members’ practices regarding application fees. Ms. Harmon submitted the results of the survey to the group and these results are attached. Some members reported not charging application fees and those that charge application fees reported that they charge between $25 and $50 per adult applicant. Landlords who charge application fees reported collecting those fees from somewhere between one and nine applicants per available apartment.

Each RHAC meeting has included time for public comment. At the November 25, 2019 RHAC meeting three members of the public offered their views and testimony about their experiences with application fees. Jenna Dorr described her family’s experience of scrambling to find new housing and spending more than $500 in application fees without know whether background checks were actually being conducted or whether they were truly being considered for apartments. Alyssa Floyd described paying application fees and never knowing why she was not offered an apartment. Jim Devine encouraged the committee to propose rules that are easy to understand and coherent. (Public comment for this meeting is summarized the meeting minutes and in the Bangor Daily News story attached).

## IV. RECOMMENDATION

RHAC recommends that the following provision be added to Chapter 6 of the City’s ordinances:

“At or prior to the commencement of any tenancy, no lessor may require a tenant or prospective tenant to pay any amount in excess of the following:

(i) Rent for the first full month of occupancy; and

(ii) A security deposit as defined in 14 MRS 6032”

## V. LIST ATTACHMENTS

1. Resolution including proposed ordinance language submitted to the Housing Committee
2. “Renters say application fees a barrier to living in Portland’s pricey housing market.” Bangor Daily News article by Nick Schroeder, December 2, 2019
3. “Unregulated application fees make Portland’s housing crisis even more expensive for renters.” Maine Beacon, October 17, 2019

4. Examples of ordinances/statutes from other jurisdictions: Minnesota, Oregon, Minneapolis
5. Survey of Southern Maine Landlord Association members conducted by Wendy Harmon.

Prepared by: Katherine McGovern and approved by the Rental Housing Advisory Committee on a vote of 5-3

Date: February 5, 2020

**Resolution**

**WHEREAS**, application fees are a significant barrier to low and moderate income people in finding housing in the City of Portland; and

**WHEREAS**, tenants are likely to pay multiple fees before finally securing housing, and

**WHEREAS**, there are no laws in Maine regulating application fees.

**THEREFORE BE IT RESOLVED**, the Rental Housing Advisory Committee sees application fees as a significant burden on tenants when securing housing; and

**THEREFORE BE IT FURTHER RESOLVED**, the Rental Housing Advisory Committee recommends to the City Council Housing Committee to address this concern through the recommended policy change in City ordinance, below.

**Application Fee Ban:**

At or prior to the commencement of any tenancy, no lessor may require a tenant or prospective tenant to pay any amount in excess of the following:

(i) Rent for the first full month of occupancy, and
(ii) A security deposit as defined in 14 MRS 6032

# Renters say application fees a barrier to living in Portland's pricey housing market

https://bangordailynews.com/2019/12/02/news/portland/renters-say-application-fees-a-barrier-to-living-in-portlands-pricy-housing-market/

By Nick Schroeder, BDN Staff • December 2, 2019 2:00 am
Updated: December 2, 2019 6:28 am

PORTLAND, Maine — A newly formed rental-housing committee is discussing how and whether to regulate application fees landlords charge tenants.

In a city with a rental-housing market as competitive as Portland, the push to regulate application fees, otherwise known as screening fees, has sparked debate in a new committee comprised of landlords and renters. Social service officials say some landlords have abused the practice of charging tenants for fees for background checks, which can be as high as $75 an application.

"Moving is a very expensive process for low-income people generally and the situation is worse when people have to spend their limited income on these fees," said Katherine McGovern, an attorney with Pine Tree Legal Assistance who sits on the city's Rental Housing Advisory Committee.

The abuse of application fees was the first item on the agenda for the committee on Nov. 25.

Because there aren't limits on application fees at the state or local level, there is no requirement that any fee be tied to expenses a landlord actually incurs when running a background or credit check, McGovern said. Tenants may suspect but not be able to prove that some landlords are pocketing fees without seriously considering tenants for apartments.

"We know from talking with our clients that it has been getting harder and harder to find affordable housing, especially in the greater

Portland area, and low-income tenants can end up spending a lot of money on application fees before finding a unit," McGovern said.

The Rental Housing Advisory Committee wants to crack down on landlords collecting fees with no intention of renting to the applicant and those who don't run background checks; commercial property owners charging multiple screening fees per applicant or for units in the same building; and landlords charging screening fees to immigrants and "new Mainers" for background checks when they have not yet been given Social Security numbers — in other words, they have no credit report to check.

Social services agencies and city officials have so far called instances of the abuses "anecdotal" and not necessarily widespread. Tenants have no recourse besides showing proof of abuse through the legal system, an option which many renters won't pursue because it can be costly and consumer protection laws make such evidence hard to obtain.

Citizens say that onerous fees serve as a barrier in Portland's increasingly pricey rental market. Jenna Dorr said she saw firsthand how rental fees limited her apartment search when she paid more than $500 on them during a two-week period in May.

"We paid all this money and then never heard from all these landlords who did these checks on us," Dorr said during the committee's public comment period last month. "We really have no way to know if these checks have been done."

Dorr said she contacted more than 40 landlords, treating each application process like a job interview. She would pay the nonrefundable application fee, and then send an immediate follow-up, thanking the landlord or lessor for their time and that she looked forward to hearing back from them either way.

Dorr's family eventually found housing. But the process was hard enough that it gave her reason to speak up.

"We felt desperate. We have a 2-year-old daughter. We were also lucky compared to a lot of people, [because we] had considerable savings to cover those fees.

Crow Jonah Norlander, a landlord representative on the Rental Housing Advisory Committee, said that landlords are essentially business owners, and that running a background check on a potential tenant should be considered part of the cost of doing business.

"It's a customer acquisition cost," Norlander said. "If I want someone to live in my home, it's my responsibility to vet them."

That's not a universally shared view among property owners. Rents might be even higher if the cost of application fees is absorbed by the landlords, said Travis Heynan, director of property management for Avesta Housing, and a landlord representative on the committee.

Landlords, however, can also write off most screening fees on their taxes.

Another potential solution proposed by the committee would force landlords to accept a copy of a background check run on a prospective tenant in the previous 30 days, limiting the number of times a tenant's credit would be run.

A survey conducted by the Southern Maine Landlord Association found that 57 percent of apartments in the Portland area come tied to application fees of some kind.

Among the respondents, 59 landlords and property owners said they did not charge rental application fees for the 644 units they owned.

The committee meets again on Dec. 16, and hopes to submit a recommendation to the Portland City Council's Housing Committee soon after.

"I don't understand how a city [of] this size with this kind of competition doesn't have guidelines of this sort," advisory committee member Nora Givens said.

BEACON


October 17, 2019 Cara DeRose

# Unregulated application fees make Portland's housing crisis even more expensive for renters

For renters who earn minimum wage or are just starting out in the workforce, affordable housing options in Maine — which has one of the least affordable rental markets in the country — are increasingly limited. In the Portland area, renters compete with dozens, if not hundreds, of others for apartments that often cost 33 percent or more of their income and require the payment of a security deposit, along with first and last month's rent.

Adding to the stress and expense of finding somewhere to live are fees that some landlords now charge simply to apply to rent an apartment.

No laws in Maine currently regulate how much can be charged for these fees, what they can be used for and from how many applicants they can be accepted for the same property, a system that affordable housing advocates say can create a significant obstacle for low-income renters and a situation ripe for abuse.

"As the rental market has gotten more challenging, as rents have gone up and the number of affordable units has gone down, people have ended up spending more on application fees because they're having to apply to more units before they find a place," explained Katherine

McGovern, directing attorney for legal advocacy organization Pine Tree Legal's Portland office. "It's a real barrier for low- and moderate-income tenants."

While New England neighbors Massachusetts and Vermont have outlawed application fees, most states have no laws addressing these costs.

Application fees vary landlord to landlord and are usually not refundable. Two of Portland's biggest property management companies, Port Property and Schneider Management, charge a non-refundable $35 application fee, close to the $40 McGovern says is the average in Portland.

Portland residents have raised concerns to McGovern about paying these fees, which can quickly add up to hundreds of dollars in the search for a single apartment. McGovern said her clients often feel like they are being cheated by property owners.

"You may be paying fees without any real prospect of getting an apartment," McGovern said.

**Paying without prospect**

There are anecdotal reports that abuses of these fees may already be occurring, with some landlords accepting fees from applicants to whom they have no intention of renting.

Housing advocate Adam Rice told *Beacon* that when he worked for his family's business, the Portland-based property owner Apartment Mart, he observed that the company would often settle on a desired tenant while still collecting fees of up to $40 from other applicants.

"Say you have somebody come in, they look like they're a clean-cut person, well-kept. They're probably going to take care of the apartment. They apply for it," he said. "And then [Apartment Mart] could have that apartment booked all day long, every hour, and every person comes in and applies for that. And [Apartment Mart] knows only one person is going to get it."

This practice, Rice noted, contributes to the "false hope" that potential renters competing for a dwindling stock of affordable units feel when applying for an apartment.

"It's weird that you wouldn't say, 'Hey, somebody's already viewed this. I'm going to give it until the end of the day to see if their application passes,'" Rice said. "You could at least not be giving everyone false hope when you already know maybe five or six of these people aren't going to get it regardless."

**Already beyond affordability**

A recent housing report drafted by Portland's Division of Housing and Community Development highlights the economic situation facing low-wage workers in the city. The report, presented at an Oct. 9 meeting of the city council's Housing Committee, warns about the lack of rental options for the city's low-wage residents and the financial burden this places on many Portlanders.

As much as 47 percent of Portland's renter households reported paying more than 30 percent of their income towards rent and utilities, which is considered unaffordable according to the rubric used in the report. A survey of city residents found that the median rent for a two-bedroom unit in 2018 was $1,380. In order for this to be affordable, a renter must make $26.67 an hour or $55,480 per year. The median income for an individual renter is $33,654 per year.

*(Photo: Kurt Bauschardt | Creative Commons via flickr)*

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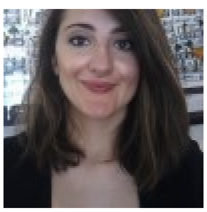
Category housing municipal

# ABOUT AUTHOR



**Cara DeRose** 211 posts

Cara DeRose is a staff writer for Beacon. A graduate of the University of Southern Maine, she served as writer and copy editor for the USM Free Press and interned at the Portland Press Herald.

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# 2019 Minnesota Statutes

Authenticate PDF

**504B.173 APPLICANT SCREENING FEE.**

Subdivision 1. **Limitations.** A landlord may not:

(1) charge an applicant a screening fee when the landlord knows or should have known that no rental unit is available at that time or will be available within a reasonable future time;

(2) collect or hold an applicant screening fee without giving the applicant a written receipt for the fee, which may be incorporated into the application form, upon request of the applicant; or

(3) use, cash, or deposit an applicant screening fee until all prior applicants have either been screened and rejected, or offered the unit and declined to enter into a rental agreement.

Subd. 2. **Return of applicant screening fee.** (a) The landlord must return the applicant screening fee if:

(1) the applicant is rejected for any reason not listed in the disclosure required under subdivision 3; or

(2) a prior applicant is offered the unit and agrees to enter into a rental agreement.

(b) If the landlord does not perform a personal reference check or does not obtain a consumer credit report or tenant screening report, the landlord must return any amount of the applicant screening fee that is not used for those purposes.

(c) The applicant screening fee may be returned by mail, may be destroyed upon the applicant's request if paid by check, or may be made available for the applicant to retrieve.

Subd. 3. **Disclosures to applicant.** If a landlord accepts an applicant screening fee from a prospective tenant, the landlord must:

(1) disclose in writing prior to accepting the applicant screening fee:

(i) the name, address, and telephone number of the tenant screening service the landlord will use, unless the landlord does not use a tenant screening service; and

(ii) the criteria on which the decision to rent to the prospective tenant will be based; and

(2) notify the applicant within 14 days of rejecting a rental application, identifying the criteria the applicant failed to meet.

Subd. 4. **Remedies.** (a) In addition to any other remedies, a landlord who violates this section is liable to the applicant for the applicant screening fee plus a civil penalty of up to $100, civil court filing costs, and reasonable attorney fees incurred to enforce this remedy.

(b) A prospective tenant who provides materially false information on the application or omits material information requested is liable to the landlord for damages, plus a civil penalty of up to $500, civil court filing costs, and reasonable attorney fees.

**History:** *1999 c 150 s 1; 1999 c 199 art 1 s 174; 2010 c 315 s 4*

# 2017 ORS 90.295[1]
# Applicant screening charge

- **limitations**
- **notice upon denial of tenancy**
- **refund**
- **remedy**

**(1)** A landlord may require payment of an applicant screening charge solely to cover the costs of obtaining information about an applicant as the landlord processes the application for a rental agreement. This activity is known as screening, and includes but is not limited to checking references and obtaining a consumer credit report or tenant screening report. The landlord must provide the applicant with a receipt for any applicant screening charge.

**(2)** The amount of any applicant screening charge shall not be greater than the landlord's average actual cost of screening applicants. Actual costs may include the cost of using a tenant screening company or a consumer credit reporting agency, and may include the reasonable value of any time spent by the landlord or the landlord's agents in otherwise obtaining information on applicants. In any case, the applicant screening charge may not be greater than the customary amount charged by tenant screening companies or consumer credit reporting agencies for a comparable level of screening.

**(3)** A landlord may not require payment of an applicant screening charge unless prior to accepting the payment the landlord:

**(a)** Adopts written screening or admission criteria;

**(b)** Gives written notice to the applicant of:

**(A)** The amount of the applicant screening charge;

**(B)** The landlord's screening or admission criteria;

**(C)** The process that the landlord typically will follow in screening the applicant, including whether the landlord uses a tenant screening company, credit reports, public records or criminal records or contacts employers, landlords or other references; **and**

**(D)** The applicant's rights to dispute the accuracy of any information provided to the landlord by a screening company or credit reporting agency;

**(c)** Gives actual notice to the applicant of an estimate, made to the best of the landlord's ability at that time, of the approximate number of rental units of the type, and in the area, sought by the applicant that are, or within a reasonable future time will be, available to rent from that landlord. The estimate shall include the approximate number of applications previously accepted and remaining under consideration for those units. A good faith error by a landlord in making an estimate under this paragraph does not provide grounds for a claim under subsection (8) of this section;

**(d)** Gives written notice to the applicant of the amount of rent the landlord will charge and the deposits the landlord will require, subject to change in the rent or deposits by agreement of the landlord and the tenant before entering into a rental agreement; **and**

**(e)** Gives written notice to the applicant whether the landlord requires tenants to obtain and maintain renter's liability insurance and, if so, the amount of insurance required.

**(4)** Regardless of whether a landlord requires payment of an applicant screening charge, if a landlord denies an application for a rental agreement by an applicant and that denial is based in whole or in part on a tenant screening company or consumer credit reporting agency report on that applicant, the landlord shall give the applicant actual notice of that fact at the same time that the landlord notifies the applicant of the denial. Unless written notice of the name and address of the screening company or credit reporting agency has previously been given, the landlord shall promptly give written notice to the applicant of the name and address of the company or agency that provided the report upon which the denial is based.

**(5)** Except as provided in subsection (4) of this section, a landlord need not disclose the results of an applicant screening or report to an applicant, with respect to information that is not required to be disclosed under the federal Fair Credit Reporting Act. A landlord may give to an applicant a copy of that applicant's consumer report, as defined in the Fair Credit Reporting Act.

**(6)** Unless the applicant agrees otherwise in writing, a landlord may not require payment of an applicant screening charge when the landlord knows or should know that no rental units are available at that time or will be available within a reasonable future time.

**(7)** If a landlord requires payment of an applicant screening charge but fills the vacant rental unit before screening the applicant or does not conduct a screening of the applicant for any reason, the landlord must refund the applicant screening charge to the applicant within a reasonable time.

**(8)** The applicant may recover from the landlord twice the amount of any applicant screening charge paid, plus $150, if:

**(a)** The landlord fails to comply with this section and does not within a reasonable time accept the applicant's application for a rental agreement; **or**

**(b)** The landlord does not conduct a screening of the applicant for any reason and fails to refund an applicant screening charge to the applicant within a reasonable time. [1993 c.369 §26; 1995 c.559 §10; 1997 c.577 §11; 1999 c.603 §14; 2011 c.42 §2; 2013 c.294 §6]

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[1] Legislative Counsel Committee, *CHAPTER 90—Residential Landlord and Tenant*, https://www.-oregonlegislature.gov/bills_laws/ors/ors090.html (2017) (last accessed Mar. 30, 2018).

Minneapolis Ordinance 244.1910

judgment has been duly stayed by such a court. This subsection shall become effective January 1, 2008.

(12) There is no active arrest warrant for a Minneapolis Housing Maintenance Code or Zoning Code violation pertaining to any property in which the licensee, applicant or property manager has a legal or equitable ownership interest or is involved in management or maintenance.

(13) a. Any person(s) who has had an interest in two (2) or more licenses revoked pursuant to this article or canceled pursuant to section 244.1925 or a combination of revocations or cancellations shall be ineligible to hold or have an interest in a rental dwelling license or provisional license for a period of five (5) years.

b. Any person(s) who has had an interest in a license revoked pursuant to this article or canceled pursuant to section 244.1925, shall be ineligible from obtaining any new rental dwelling licenses for a period of three (3) years.

(14) No new rental dwelling license shall be issued for the property during the pendency of adverse license action initiated pursuant to section 244.1940.

(15) The licensee or applicant must have a current, complete, and accurate rental dwelling application on file with the director of inspections in accord with the provisions of section 244.1840.

(16) a. Before taking a rental application fee, a rental property owner must disclose to the applicant, in writing, the criteria on which the application will be judged.

b. Application forms must allow the applicant to choose a method for return of the application fee as either 1) mailing it to an applicant's chosen address as stated on the application form, 2) destroying it 3) holding for retrieval by the tenant upon one (1) business-day's notice.

c. If the applicant was charged an application fee and the rental property owner rejects the applicant, then the owner must, within fourteen (14) days, notify the tenant in writing of the reasons for rejection, including any criteria that the applicant failed to meet, and the name, address, and phone number of any tenant screening agency or other credit reporting agency used in considering the application.

d. The landlord must refund the application fee if a tenant is rejected for any reason not listed in the written criteria.

e. Nothing in this section shall prohibit a rental property owner from collecting and holding an application fee so long as the rental property owner provides a written receipt for the fee and the fee is not cashed, deposited, or negotiated in any way until all prior rental applicants either have been screened and rejected for the unit, or have been offered the unit and have declined to take it. If a prior rental applicant is offered the unit and accepts it, the rental property owner shall return all application fees in the manner selected by the applicant, pursuant to section (b).

f. Violation of this subsection, 244.1910(16), may result in an administrative citation, or may contribute to the denial or revocation of a rental license.

g. This subdivision shall become effective December 1, 2004.

(17) An owner shall not have any violations of Minnesota Rule Chapter 1300.0120 subpart 1, related to required permits, at any rental dwelling which they own or have an ownership interest. A violation of Minnesota Rule Chapter 1300.0120 subpart 1 shall result in a director's determination of noncompliance notice being sent, pursuant to 244.1930 to the owner regarding the rental dwelling where the violation occurred. A second violation, at any rental dwelling in which the owner has an ownership interest, of Minnesota Rule Chapter 1300.0120 subpart 1, related to required permits, shall result in the issuance of a director's notice of denial, non-renewal, or suspension of the license or provisional license, pursuant to 244.1940 of the Code, for the rental dwelling where the second violation occurred.

(18) The owner, where the owner pays the water bill for a rental dwelling, shall not allow the water to be shut off for non-payment. If water to a rental dwelling has been turned off, for lack of payment by the owner it shall be sufficient grounds to deny, revoke, suspend or refuse to renew a license or provisional license.

(19) The provisions of this section are not exclusive. Adverse license action may be based upon good cause as authorized by Chapter 4, Section 16 of the Charter. This section shall not preclude the enforcement of any other provisions of this Code or state and federal laws and regulations.

| How many rental units do you own? | Do you currently charge an application fee? | If so, what amount do you charge? | On average, how many background and credit checks do you collect fees for before you find an appropriate tenant? |
|---|---|---|---|
| 0 | No | N/A | 0 |
| 1 | No | N/A | 1 |
| 1 | No | N/A | None will use airbnb for week long rentals on lake |
| 1 | No | N/A | 0 |
| 1 | No | N/A | 1 |
| 1 | No | N/A | 0 |
| 1 | No | N/A | 2 |
| 2 | No | N/A | 0 |
| 2 | No | N/A | I Air BNB my units |
| 2 | No | N/A | 0 |
| 2 | No | N/A | 0 |
| 2 | No | N/A | 0 |
| 2 | No | N/A | 4 |
| 2 | No | N/A | 3 |
| 2 | No | N/A | 0 |
| 2 | No | N/A | 1 |
| 2 | No | N/A | |

| How many rental units do you own? | Do you currently charge an application fee? | If so, what amount do you charge? | On average, how many background and credit checks do you collect fees for before you find an appropriate tenant? |
|---|---|---|---|
| 2 | No | N/A | |
| 3 | No | N/A | 0 |
| 3 | No | N/A | 0 |
| 3 | No | N/A | 0 |
| 3 | No | N/A | |
| 3 | No | N/A | 1 |
| 3 | No | N/A | 2 |
| 3 | No | N/A | 0 |
| 3 | No | N/A | |
| 4 | No | N/A | |
| 4 | No | N/A | |
| 5 | No | N/A | 0 |
| 5 | No | N/A | 0 |
| 5 | No | N/A | 2-3 |
| 5 | No | N/A | 0 |
| 5 | No | N/A | 0 |
| 5 | No | N/A | |

| How many rental units do you own? | Do you currently charge an application fee? | If so, what amount do you charge? | On average, how many background and credit checks do you collect fees for before you find an appropriate tenant? |
|---|---|---|---|
| 6 | No | N/A | 0 |
| 6 | No | N/A | 0 |
| 6 | No | N/A | |
| 7 | No | N/A | |
| 8 | No | N/A | 0 |
| 8 | No | N/A | 1 |
| 8 | No | N/A | 0 |
| 8 | No | N/A | 0 |
| 8 | No | N/A | 0 |
| 9 | No | N/A | 0 |
| 10 | No | N/A | 0 |
| 10 | No | N/A | 0 |
| 10 | No | N/A | 0 |
| 11 | No | N/A | 2-3, we usually wait until we find a candidate that is likely to meet our standards, before we do reference checks. |
| 13 | No | N/A | 0 |
| 14 | No | N/A | 0 |
| 14 | No | N/A | 0 |

| How many rental units do you own? | Do you currently charge an application fee? | If so, what amount do you charge? | On average, how many background and credit checks do you collect fees for before you find an appropriate tenant? |
|---|---|---|---|
| 15 | No | N/A | 3 |
| 16 | No | N/A | 0 |
| 21 | No | N/A | |
| 25 | No | N/A | |
| 30 | No | N/A | 0 |
| 31 | No | N/A | 1 |
| 60 | No | N/A | 0 |
| 70 | No | N/A | 0 |
| 130 | No | N/A | 3 |
| 1 | No | We have used a tenant finder and have paid a fee! | When we have used a tenant finder service—it usually takes 2 to 3 credit credit and background checks time find someone |
| 1 | Yes | Cost of TenantNet | 8 |
| 2 | Yes | $25 - $35 | 1 |
| 3 | Yes | $50 | 2 |
| 3 | Yes | $50 | 1-2 |
| 3 | Yes | $29 | 1 to 5 - but I reimburse the fees to the tenant who ultimately signs a lease. |
| 4 | Yes | $39.99 for one applicant. $49.98 for two. | 1-2 |
| 4 | Yes | $40 | 1 |

| How many rental units do you own? | Do you currently charge an application fee? | If so, what amount do you charge? | On average, how many background and credit checks do you collect fees for before you find an appropriate tenant? |
|---|---|---|---|
| 4 | Yes | $35 | 2 |
| 5 | Yes | $25 | 9 |
| 5 | Yes | $30 | 1 |
| 5 | Yes | $35 | 3 |
| 5 | Yes | Whatever RentPrep charges | So far, 1 |
| 5 | Yes | $30 | 2 |
| 6 | Yes | $25 per adult applicant | Usually just one. If applicant is approved, the app. fee is credited to their sec. dep. If rejected, it is refunded, unless lies on the app. I use judgement experience to |
| 6 | Yes | $45 | 8 |
| 6 | Yes | $40 | 2 max - I have a conversation before collecting $ |
| 6 | Yes | $35 | |
| 7 | Yes | $25 | 2 |
| 7 | Yes | $30 | 5 |

| How many rental units do you own? | Do you currently charge an application fee? | If so, what amount do you charge? | On average, how many background and credit checks do you collect fees for before you find an appropriate tenant? |
|---|---|---|---|
| 8 | Yes | $35 | 3 |
| 9 | Yes | $30 | 2 |
| 10 | Yes | Tenant net/$25 | 1-2 |
| 10 | Yes | $30 | 1 |
| 12 | Yes | $30 | 2 |
| 14 | Yes | $35 | 1 |
| 16 | Yes | $25 | One or two |
| 18 | Yes | $30 | 4 |
| 36 | Yes | $35 | 2 max |
| 47 | Yes | $35 | 3-4 |
| 50 | Yes | $25 | 1 |
| 50 | Yes | $40 | Only the ones we want to rent to - so NO extra |
| 62 | Yes | $38 | 6 |
| 74 | Yes | $30 | 4 |
| 83 | Yes | $35 | 1-3 |
| 100 | Yes | $30 | 1-2 |
| 180 | Yes | $40 | 4 |

# MEMORANDUM

**FROM:** **Rental Housing Advisory Committee**

**TO:** **Housing Committee** and **City Council**

**DATE:** **April 27, 2020**

**SUBJECT:** **Short-Term Rental Housing Proposals by Councilor Cook:**

- Amendment 1 to Order 156-19/20; and
- Amendment 2 to Order 156-19/20.

**Prohibition on Rent Increases During "Stay-At-Home" Period + 30 Days**

## I. SUMMARY

Councilor Cook has proposed two Amendments to the City's "Stay-At-Home Order," #156-19/20, summarized as follows:

Amendment 1:
Short-term rental ("STR") owners who convert their STR to a long-term rental ("LTR") unit, register it as such, and "provide evidence to the Housing Safety Office that the person has entered into a lease agreement for the unit of at least one year's duration" are entitled to: (1) a full refund of all STR fees paid for 2020; and (2) a waiver of all LTR registration fees for 2020.

Amendment 2:
STR owners who convert an STR to an LTR and "provide evidence to the Housing and Community Development Division that the person has entered into an agreement to lease the unit to an individual(s) for a minimum of 1 year, and that individual will be receiving either Section 8 funds or General Assistance funds for the unit" will be entitled to a one-time payment of $1,000.00, which "shall be paid out of the Housing Trust Fund."

The Rental Housing Advisory Committee ("RHAC") met remotely on April 23, 2020, and, per its directive to "provide recommendations or proposals for improvements, modifications, or changes regarding landlord and tenant policy issues," discussed Councilor Cook's proposals. Although there was no consensus within the RHAC as to recommending adopting or rejecting either of the proposals as written, there were a number of questions and concerns, as well as suggestions for revisions that were shared among committee members, and we felt merit raising to the Housing Committee, and to the full City Council, to take into consideration as it evaluates these proposals.

The RHAC also considered a proposal to enact a moratorium on rent increases for rental properties in Portland during the duration of the City's Stay-At-Home Order, and for a period of thirty (30) days after.

## II. Amendment 1

To the extent committee members expressed a preference for one of Councilor Cook's proposals over another, Amendment 1 was a distant second choice.

Among committee members' concerns was that the amount of the incentive, a refund of 2020 STR registration fees, either $100 or $200 per STR, plus a waiver of the $35 LTR fee, would be insufficient to generate a significant number of conversions. A few committee members also raised the fact that some rental units are registered as *both* an STR and an LTR, and therefore a refund of fees would be unnecessary to bring about a conversion of those units. Committee members generally felt that this proposal fell short by not including incentives to lease to tenants in rental assistance programs.

## III. Amendment 2

The second of the proposals garnered a great deal more discussion, and, based on feedback and comments from committee members, was the preferred option of the two. There were a number of questions, concerns, and suggestions shared by many committee members, summarized as follows:

1. *Inclusion of Other Rental Assistance Programs*

   - Committee members would like to see the $1,000 incentive program expanded to include leasing to renters in other rental assistance programs, not just GA and Section 8, to include, for example, Shelter + Care, Stability Through Engagement, HUD, VASH, Bridging Rental Assistance Program, HOPWA, etc. (This list is not intended to be exhaustive; these are only some examples of such programs.)

2. *Inclusion of Long Term Rentals in Incentive Program*

   - Several committee members suggested including LTR units in the $1,000 incentive program, to encourage more owners of current LTRs to rent to tenants in rental assistance programs.
   - One committee member raised concerns with including LTRs in the program; specifically that a number of LTR owners already rent to tenants in rental assistance programs, and substantial participation by LTR owners could cause a depletion of the Housing Trust Fund without significantly adding to the number of units available to renters in rental assistance programs.
   - One committee member suggested that, to the extent the City is considering providing financial assistance to landlords, it should consider providing assistance to LTR owners that are working with their tenants who are having difficulties paying rent due to the pandemic.[1]

[1] - The RHAC is aware that this is outside the scope of Councilor Cook's proposed Amendments, however, given the circumstances created by the COVID-10 pandemic, and the importance of moving quickly, the RHAC encourages the Housing Committee and City Council to investigate any available options to assist renters during these times. To the extent the Housing Committee or City Council seek further advice or guidance on any such proposals, the RHAC is available to do so.

3. *Status of STR Registration During and After LTR Term*

Committee members had a number of questions and concerns about how the STR registration is treated during the time the unit is being rented out as an LTR, and even more about what happens when the LTR is over, and the owner seeks to return the unit to STR status.

- For an STR converted under the program, would that STR registration remain in place, or would the STR be cancelled, and the owner required to get in line and re-register the STR at the end of the LTR term?
- With approximately 800 STRs, and City Code only allowing 400, are STR owners who participate in this program essentially forfeiting their STR registration(s) forever?
- Would prospective STR registrants, who are currently on the waiting list, be eligible to register their STRs during this time, if sufficient STRs convert?
- Assuming the incentive program is successful, and numerous STRs convert to LTRs for one year, what happens at the end of that one year, when these LTRs go back to STRs? There were concerns that, a year from now, there could be a ripple effect with lot of people on assistance looking for housing at the same time, concurrent with an immediate reduction in available units as these converted back to STRs.

4. *Length of STR Registration Suspension*

- Some committee members suggested that, in order for STR owners to qualify for the $1,000 incentive payment, they would need to relinquish the right to register the unit as an STR for a period of two years, being next eligible to re-register as such in 2022.
- Other committee members suggested that there be a type of transition period after the one-year LTR conversion, so that LTR tenants aren't immediately removed at the end of the one-year period and the unit converted back to an STR.

5. *Enforcement*

- Committee members expressed concerns about enforcement of the incentive program, noting that, as written, an STR owner need only present a one-year lease in order to receive the payment, and that they could evict a tenant – legally or otherwise – and still receive the full $1,000 payment without actually renting the unit for a full year to tenants on assistance.
- The legal representatives on the committee reported dealing with leases that contain "no cause eviction" clauses that would be problematic, to say the least, to enforcement of the one-year lease requirement as currently written. Since City staff can't review every lease submitted for these kinds of issues, the committee's legal representatives would like to see more stringent requirements and/or protections for tenants to prevent abuse of the incentive program.
- One committee member suggested that the $1,000 incentive be limited to one per STR owner, not one per STR unit, as it is currently proposed.

6. *Application to Islands*

   - There were questions raised as to whether this would apply to rental properties on the islands, since they have been exempted from previous regulations and ordinances regarding STRs.
   - Committee members felt that, given the seasonal nature of island properties, and the fact that many cannot be converted to all-season (*a.k.a.* LTR) use, they should not be included in, or covered by these programs.

7. *Use of Housing Trust Fund*

   - Some committee members expressed concerns regarding the propriety of using Housing Trust Fund monies to pay STR owners, and whether or not it was appropriate for the City to make payments from the Fund to out-of-state STR owners.
   - There were also concerns raised with the amount of the Housing Trust Fund that could potentially be spent on the incentive program ($800,000) in light of the Fund's balance and pending requests from it for other programs.

## IV. TEMPORARY PROHIBITION ON RENT INCREASES

In addition to Councilor Cook's proposals, the committee also discussed the possibility of recommending a temporary prohibition on rent increases, to remain in place as long as the Stay-At-Home Order is in effect, plus at least thirty days afterwards. Time and logistics prevented the committee from fully fleshing out a written proposal and recommendation on this, and, recognizing that any specific language would need to be vetted by Corporation Counsel, the committee simply recommends herein that the Housing Committee and/or City Council consider the issue.

To date, the measures enacted by federal and state government have addressed evictions and notices, but not rent increases during this time. Committee members believe that such a provision, with a clause extending the protection for at least thirty days past the effective date of the Stay-At-Home Order, would protect tenants from rent increases during a time when their incomes are severely reduced, and from rent increases immediately after the pandemic is over.

## V. SUMMARY

At this stage, the RHAC does not have a specific recommendation regarding the adoption or rejection of Councilor Cook's proposals. There was more support shown for the second of the two proposals, but with the number of questions and concerns raised, the RHAC recommends that the Housing Committee and City Council take those into consideration, and seek to answer those as thoroughly as it can, as it debates these proposals.

The RHAC also recommends that the City Council consider its proposal to enact a temporary prohibition on rent increases as outlined herein.

Members of the RHAC will be available to answer any questions the Housing Committee or City Council may have at its April 27, 2020 meeting, and those that follow, addressing these proposals.

**MEMORANDUM**

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| TO: | Councilor Ali, Chair |
| | Members of the Housing and Economic Development Committee |
| FROM: | Mary Davis, Interim Director |
| | Housing and Economic Development Department |
| DATE: | February 16, 2023 |
| SUBJECT: | **2023-2024 Housing Program Budget** |

**SUMMARY OF ISSUE**

Review and recommendation to the City Council of the 2023-2024 Housing Program Budget.

**REASON FOR SUBMISSION**

The Housing and Economic Development Committee recommends the Housing Program Budget to the City Council for final approval.

**HOME Program:** The Home Investments Partnerships Program (HOME) was established by Congress in 1992. Since 1992, the City of Portland and the Cumberland County HOME Consortium have received almost $24 million dollars in HOME funding. In 2009 the City became the lead entity in the Cumberland County HOME Consortium (CCHC). The Consortium is a partnership of the communities in Cumberland County that administers HOME Program funds in Cumberland County. The creation of the consortium expanded the financial resources for affordable housing activities in the region. The City retains independent operation of its HOME program. Because the City serves as the "Lead Entity" and City staff administers the County portion of the funding, all administrative funds are retained by the City. The County's Municipal Oversight Committee controls the allocation of the County's portion of the HOME funds.

When the Consortium was formed in 2009, it included a "hold harmless" clause to ensure that the City, as an existing HOME grantee, would continue to receive funding equal to its allocation prior to the formation of the consortium. The "hold harmless" formula was based on a comparison ratio to the HOME funding for the Lewiston/Auburn (L/A) Consortium. The formula identified Portland's "hold harmless" amount at 118% of the HOME allocation for the L/A Consortium. The Cumberland County HOME Agreement did allow for adjustments to be made if the current level of funding to the L/A HOME Consortium varied from historic levels. Over the years the L/A allocation has decreased which has resulted in the Portland "hold harmless" amount to decrease. As a result, by agreement with the other members of the CCHC, the annual allocation is divided with 57% of the allocation, after the administrative set-aside, to the City and 43% of the allocation to the County.

As a point of reference, if the City were a stand-alone grantee, the estimated HOME allocation for Portland (using a HUD HOME Allocation estimated calculation) would be approximately $528,440. Of that amount 10% would be set aside for administrative costs ($52,844) leaving $475,596 for program funding. Under the current consortium agreement, the city receives the administrative set-aside ($107,068) along with approximately $549,257 in program funds. Participation in the HOME consortium benefits Portland as well as the county as a whole.

**HUD has not announced the allocation amount for FY 2023-2024**. Since we do not have the final allocation amounts, we are estimating the HUD HOME allocation at the same level as the previous year ($1,070,677). $414,352 is reserved for County projects. The budget proposal was developed after a historical review of HOME funding allocations, previous year's budget allocations, program expenditures and program income (loan repayments) received. Currently, the City's HOME Program is divided into three funding categories:

1. Administration
2. Tenant Based Rental Assistance (TBRA)
3. Affordable Housing Development [including the required Community Housing Development Organization (CHDO) set-aside mandated by HUD]

| HOME Program Budget | FY 2022-2023 Budgeted (entitlement + program income) | **FY 2023-2024 Budget proposal (entitlement + program income)** |
|---|---|---|
| Administration | $123,262 | $116,009 |
| Tenant Based Rental Assistance | $136,392 | $136,392 |
| Affordable Housing Development includes CHDO requirement | $498,796 | $412,865 |

**LEAD SAFE HOUSING (Program Income):** Lead Safe Housing Program Income is generated through repayment of loans given under prior Lead Safe Housing Grants. These funds can only be used for lead safe housing eligible activities. The City also has a Lead Hazard Reduction Grant of $2,038,041 (over 42 months 1/2/2020-6/30/2023*) in funding for lead paint remediation and $503,655 in funding to assist with code and life safety improvements

| Lead Safe Housing Program Income | FY 2022-2023 Budgeted | **FY 2023-2024 Budget Proposal** |
|---|---|---|
| | $45,397 | $13,827 |

*Due to delays caused by the Covid-19 pandemic, contractor capacity, and a staff vacancy, the City will request a one-year extension to complete the unit goals associated with this grant.

**HOUSING TRUST FUND:** Revenue for the Housing Trust Fund is generated from fees triggered by the City's Housing Preservation and Replacement Ordinance, fee-in-lieu contributions from the Inclusionary Zoning Ordinance and Hotel Inclusionary Zoning fee. Including the current balance of the Housing Trust Fund in the Housing Program Budget gives budget authority for the use of the funds. There are no projects or activities currently identified for these funds. The amount budgeted is the *maximum* that might be expended in FY24. However, staff continues to recommend a minimum balance in the Trust, so the *effective budget would be $3,704,156* ($4,204,156 less $500,000.) If additional funds are allocated to the Trust based on current discussions, this number might be adjusted based on the outcome.

| Housing Trust Fund (HTF) Budget | FY 2022-2023 Budgeted | **FY 2023-2024 Budget Proposal** |
|---|---|---|
| | $2,172,194 | $3,704,156 |

**STAFF ANALYSIS AND RECOMMENDATION** – The proposed Housing Program Budget will be adjusted when HUD announces the fiscal year allocation for the HOME Program. HUD has indicated that the funding allocations for FY23-24 should be available on February 27. The budget is brought forward at this time to facilitate the release of the City's Affordable Housing Development and TIF Application on a schedule that works with the Low-Income Housing Tax Credit Program at MaineHousing. This budget will be forwarded to the full City Council for two Public Hearings (tentatively scheduled for March/April), as part of the overall HCD budget. The final budget allocations and Annual Action Plan are submitted to HUD 45 days in advance of the start of the fiscal year (May 15 for the fiscal year beginning July 1, 2023).

At this time staff is requesting Committee approval and recommendation to the City Council of the FY 23/24 Housing Program Budget as outlined above and summarized in the attached spreadsheet. If the HUD allocation amount is different from the estimate used in this budget, program budgets will be adjusted proportionately.

**FY 23/24 Housing Program Budget - Attached**

**2023-2024 HOUSING PROGRAM BUDGET**

02.16.2023

| | | |
|---|---|---|
| Total HUD HOME Entitlement Allocation | 1,070,677 | Recommended by HEDC (X-X) XX.XX.2023 |
| Portland Program Portion | 549,257 | Approved by Council XX.XX.2023 |
| Portland Admin Portion | 107,068 | **HUD Allocation Date: XX.XX.2023** |
| County Program Portion | 414,352 | |

| ***REVENUES- Housing Programs*** | *HOME* | *LEAD Safe Housing Program Income*** | *Housing Trust Fund* | ***TOTAL BUDGET*** |
|---|---|---|---|---|
| 2023-24 HOME Consortium Admin (10% of allocation) | 107,068 | | | *107,068* |
| 2023-24 HOME Consortium Programming | 549,257 | | | *549,257* |
| 2022 Calendar Year HOME Program Income* | 89,415 | | | *89,415* |
| 2022 Calendar Year HOME Program Income Recaptured Funds* | 29,897 | | | *29,897* |
| 2022 Calendar Year HOME Program Income and Recapture Deduction for County* | -110,371 | | | *-110,371* |
| 2022-2023 Housing Trust Fund | | | 3,704,156 | *3,704,156* |
| 2022 Lead Safe Housing Program Income | | 13,827 | | *13,827* |
| **REVENUE TOTALS (Portland)** | 665,266 | 13,827 | 3,704,156 | ***4,383,249*** |

*For FY24 budget PI & Recapture based on actuals from Jan -Dec 2022

| ***2022-23 HOUSING Budget by Activity (Portland)*** | *HOME* | *Housing* | *Housing Trust Fund* | ***TOTAL*** |
|---|---|---|---|---|
| Administration 243023QQ01 (includes 10% of PI) | 116,009 | | | *116,009* |
| Tenant-Based Rental Assistance 443024QT01 | 136,392 | | | *136,392* |
| Affordable Housing Development 243024QA00 | 321,322 | | 3,704,156 | *4,025,478* |
| CHDO 243024QA00 | 91,543 | | | *91,543* |
| Lead Safe Housing 243019PLL1 (PLL036) | 0 | 13,827 | | *13,827* |
| **EXPENDITURE TOTALS (Portland)** | 665,266 | 13,827 | 3,704,156 | ***4,383,249*** |

**2023-24 HOME Consortium COUNTY - approved by MOC on XX.XX.2023**

**County HOME Program budget provided for reference only; adjusted for final HUD Allocation XX.XX.2023**

**Allocation of County funds is done by the County's Municipal Oversight Committee**

| ***REVENUES- Housing Programs*** | *County* |
|---|---|
| 2023-24 HOME Consortium Non-Portland Programming | 414,352 |
| 2022 HOME County Program Income and Recapture | 110,371 |
| | 524,723 |

| ***2023-24 HOUSING Budget by Activity*** | *County* |
|---|---|
| Affordable Housing Development 243024QC00 | 455,665 |
| CHDO 243024QC00 | 69,058 |
| | 524,723 |

City of Portland | Housing and Economic Development Department
Mary P. Davis, Interim Director

**MEMORANDUM**

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|---|---|
| TO: | Councilor Ali, Chair |
| | Members of the Housing and Economic Development Committee |
| FROM: | Victoria Volent, Housing Program Manager |
| DATE: | February 8, 2023 |
| SUBJECT: | **HOME ARP Allocation Plan** |

Introduction

The American Rescue Plan (ARP) appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME). The Cumberland County HOME Consortium, a partnership between the City of Portland and Cumberland County, received a $3,594,143 allocation from the HOME ARP Program. The HOME-ARP program is intended to serve homelessness assistance and assistance to other vulnerable populations by providing affordable rental housing, tenant based rental assistance, supportive housing services, and non-congregate shelter development.

Distribution of HOME ARP funds will be in accordance with the priority needs identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations.

Tonight's discussion of the HOME-ARP Allocation Plan is the first of two public hearings with the City of Portland in which the public is encouraged to provide comments to ensure the distribution of the HOME-ARP funds are aligned with public sentiment.

Attached to this memo is the *Draft HOME-ARP Allocation Plan* along with the *Notice of Public Hearings and Public Comment Period.*

Public Hearings

The City of Portland and Cumberland County will each hold two public hearings to consider the HOME ARP Allocation Plan outlining the use of funds. The first meeting facilitated by the City is for February 21 during the Housing and Economic Development Committee monthly meeting; the second meeting is scheduled for March 20 with the City Council. Written and verbal public comment is also being accepted during the Public Comment Period from February 8 to March 10.

HOME ARP Allocation Plan Submission

The draft HOME ARP Allocation Plan currently identifies the development of affordable rental housing as the priority funding category followed by supportive service, administration and planning, and acquisition and development of non-congregate shelters, respectively.

The draft HOME ARP Allocation Plan has been reviewed by HUD staff who indicate that the plan meets or exceeds the minimum requirements of the program.

Summary

Once the public comment period and public hearings are completed, staff will summarize all comments and recommendations, add them to the HOME ARP Allocation Plan, and incorporate suggestions to ensure the distribution of the HOME-ARP funds is aligned with public feedback.

Attachments

Public Hearing/Public Comment
HOME-ARP Allocation Plan

# CUMBERLAND COUNTY HOME CONSORTIUM

## HOME – ARP
## PY21 Allocation Plan

## HOME-ARP TABLE OF CONTENTS

# HOME-ARP ALLOCATION PLAN

## INTRODUCTION

The American Rescue Plan (ARP) Act, which was the most recent federal relief package created to assist states, counties, and local governments to address the negative economic effects of the Coronavirus pandemic, appropriated funds for the U.S. Department of Housing and Urban Development (HUD) to distribute under the HOME Investment Partnership Program (HOME) in Federal Fiscal Year 2021. The City of Portland / Cumberland County HOME Consortium Participating Jurisdiction (PJ) received a total allocation of $3,594,143 in HOME-American Rescue Plan (HOME-ARP) funds. These funds are to be distributed by the City of Portland / Cumberland County HOME Consortium in accordance with this Allocation Plan.

This plan was created utilizing the HUD CPD template provided, including questions and tables, as well as the requirements for the HOME-ARP allocation plan, as described in Notice CPD-21-10: *Requirements of the Use of Funds in the HOME-American Rescue Plan Program*, unless noted as optional. Also submitted with this plan are the SF-424, and the related certifications. References to "ARP" mean the HOME-ARP statute at section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2).

The HOME-ARP program is intended to serve four types of qualifying populations: 1. Homeless; 2. At-Risk of Homelessness; 3. Fleeing Domestic Violence, Dating Violence, Stalking or Assault; 4. Other populations. More information on the four qualifying populations will be described within this Allocation Plan but the complete definitions can be found in HUD CPD Notice 21-10.

The HOME-ARP program can be used to fund the following eligible activities: Rental housing development, tenant based rental assistance, supportive housing services, non-congregate shelter development, operating and capacity building expenses for non-profits undertaking HOME-ARP activities, and administration expenses related to implementing HOME-ARP funded programs. A description of each of these activities can be found in HUD CPD Notice 21-10.

The following Allocation Plan will describe the City of Portland / Cumberland County HOME Consortium's process for consulting with required groups, impacted populations, service providers, public agencies, and other organizations. This plan will also summarize information gained from these consultations, review the current conditions, and assess the needs and gaps for qualifying populations within Cumberland County. Finally, this plan will describe the process for determining the most effective uses of the HOME-ARP allocation. The allocation of these funds to specific projects or programs requires first posting a draft of the plan for public comment and submitting the HOME-ARP Allocation Plan to the U.S. Department of Housing and Urban Development (HUD) for review and approval. Once approved by HUD, the City of Portland / Cumberland County HOME Consortium will release one or more RFPs for specific types of projects and/or programs needed to address the identified needs.

## CONSULTATION

Before developing the Allocation Plan, the City of Portland and Cumberland County consulted with a diverse group of organizations and stakeholders serving the qualifying populations. As required under HUD CPD Notice 21-10, Section V.A, the City of Portland and Cumberland County's consultations included the following:

- Maine Statewide Continuum of Care
- Homeless Service Providers
- Domestic Violence Service Providers
- Veterans Groups
- Public Housing Authorities
- Public Agencies that Address the Needs of Qualifying Populations
- Public or Private Organizations that Address Civil Rights and Fair Housing
- Public or Private Organizations that Address the Needs of Persons with Disabilities

The Greater Portland Area is known state-wide as the hub for services addressing the needs of many HOME-ARP qualifying populations. Because of this, MaineHousing asked the City of Portland/Cumberland County HOME Consortium to jointly participate in a series of six virtual HOME-ARP stakeholder meetings. Each meeting was designed to ensure that all required consultations were included and all qualifying populations were covered. In addition to these six meetings, the City of Portland and Cumberland County conducted an additional three virtual stakeholder meetings specifically to discuss the qualifying populations in Cumberland County. Each meeting included an overview of the HOME-ARP program parameters, expected allocation, and projected timeline. In an effort to include the general public, the City of Portland and Cumberland County held a virtual meeting open to all interested parties. Finally, the City of Portland and Cumberland County held one on one discussions via email and telephone with the Maine Continuum of Care, Homeless Service Providers, Domestic Violence Service Providers, and Public Housing Agencies in an effort to ensure all required information was collected. All consultations, whether in a group setting or one-on-one encouraged an open dialogue about the needs, gaps, and suggested best uses of the HOME-ARP funds to address these needs for specific qualifying populations.

The following table includes a list of all formal consultations, type of agency, consultation method, and feedback:

| Agency/Org Consulted | Type of Agency/Org | Method of Consultation | Feedback |
|---|---|---|---|
| Maine Shelter Network | The Network is currently composed of 20 or so active participating agencies. Participants are Executive Directors of single adult shelters, family shelters, shelters for | 10/19/2021<br><br>Virtual Meeting | More units of affordable housing split between supportive and non-supportive units. Non-supportive units are needed. Mixed use of affordable housing comprised both of permanent supportive units and non-congregate shelters. There is a need for more non-profit housing providers. Create |

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| | domestic violence families, substance use shelters and youth shelters. | | more transitional housing. More S.R.O.s are needed. Additional supportive units for youths sharing space with a roommate (a best practice). Additional medium tiered housing. More shelter beds in rural areas. More navigators. Tiny homes that are handicap accessible. Additional low barrier units. Additional workforce housing. |
| Maine Continuum of Care (MCoC) | Continuum of Care | 10-21-2021<br><br>Virtual meeting with 59 people attending | Continue with rental assistance. Fund Security Deposit Assistance. Landlord outreach to address landlord fear. Supplement income gaps with rental assistance.<br>LIHTC Housing that is welcoming to the homeless population and voucher holders. More affordable housing units are needed. Fund Rapid Re-Housing and wrap around services with additional funds for more outreach workers. Use funds to rehab buildings. Fund housing for low income population with relaxed criteria. |
| Advocates and People with Lived Experience | Group of people with lived experience of homelessness and their advocates. | 10-22-2021<br><br>Virtual meeting with 13 people attending | Work with local landlords to repair and bring units to code. Purchase hotels in different areas of the state, add cooking ability to each room making it an efficiency. Create supportive and emergency housing units. Need additional warming centers. Look for old schools, stores and other empty buildings that can be quickly renovated. Hire temp staff to help shelters advocate for the homeless. Fund Rapid Re-Housing. Implement and enforce that landlords can't discriminate against voucher holders. Use funds to help with cost for applying for rentals, background checks and credit checks. More navigators. Help with funds for required paperwork for HCVs (birth |

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| | | | certificates, ID cards and other documents). More houses that people can afford to rent and maybe someday buy. |
| Developers and Community Action Agencies | Mixed group of people representing developers, providers and Community Action Agencies | 10-27-2021<br><br>Virtual meeting with 24 people attending | Need more affordable units; develop additional LIHTC units. Build shelters with more capacity, provide additional training for shelter staff. Increase the amount of PSM in areas where there are no shelters, especially the rural areas of the state. Create housing for long term stayers (who tend to be single adults). There is a need for larger units for multi-generational living and large families. |
| Homeless Veterans Action Committee | Homeless Veterans Action Committee is the Veterans Committee of the Maine Continuum of Care (MCOC) | 11-2-2021<br><br>Virtual meeting with 20 people attending | Use funding to combat the lack of affordable units. Construct affordable, safe and quality housing. Purchase hotels. Develop a project that has units accepting VASH and people with mixed incomes for Veterans. Use funding for a project that has a portion of the units accepting project-based vouchers, a portion for people who need support services and a portion that provides non-congregant shelter beds. |
| Public Housing Authorities | Public Housing Authorities from across the State of Maine representing both urban and rural areas. | 11-5-2021<br><br>Virtual meeting with 20 people attending | Create more supportive housing with low barriers and access to services. Assist with operating costs of long-term tax credit development projects. Create housing that provides an interim stage/setting for people between shelters and permanent housing that provides support and assist in helping people become ready for permanent housing.<br>Use funding for housing stability- more funding for wrap around services and housing navigation. Invest money into a statewide network for eviction prevention and diversion. Low interest loans to PHAs to assist in the purchase of 4- |

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| | | | 8 unit buildings. More PHA loan subsidies to assist with their buying units for VASH tenants. |
| | | | |
| Emergency Shelter Assessment Committee (ESAC) | ESAC is a collaborative of service providers, consumers, local and state governmental representatives, advocates, and other interested community members working to ensure the safety and well-being of people who are homeless in Portland. | 12-6-2021<br><br>Virtual meeting with 20 people attending | While the presentation largely focused on explaining the HOME-ARP funds, eligible uses, and qualifying populations, there was opportunity for general feedback and there was specific interest in using these funds for housing and supportive services. |
| Maine Continuum of Care/Advocates for the Homeless/Maine Shelter Network | Service providers and representatives from local and state agencies. | 1-11-2022<br><br>Virtual meeting with 12 people attending | Need more rapid re-housing initiatives to secure housing. Should develop some type of family housing with supportive services. Housing that remains affordable is needed. The populations of individuals that struggle with substance use and mental health issues are struggling with finding housing. These longest-term stayers would benefit from low barrier non-congregate care. Build or acquire housing with support services. Permanent housing is the ideal. Renovating hotels may be quicker and would be a low barrier solution. Emergency hotels are an absolute critical need. Renovate hotels with cooking facilities. Housing for the homeless is a critical need. Support creation of affordable housing for people with disabilities |
| The Opportunity Alliance | Emergency Shelter Provider | 1-11-2022<br><br>Email | Interim motel or shelter supports for emergency shelter placement when necessary and no other resources are readily available. Programs such and Emergency Rent Relief and General Assistance are experience extremely high volume of housing emergencies and there are times when there are no |

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| | | | other options for shelter at the moment – and there needs to be another 'emergency access' from anywhere from 1 night to 30 days to give time to secure other potential resources, when no other exists. Fund more hands-on housing navigators to help work with and support housing stability work. There are way too many in need to sustain housing and not enough to help navigate. |
| Developers and Advocates for Public Housing | Mixed group of people representing developers, service providers, public housing authority and representatives from local and state agencies. | 1-14-2022<br><br>Virtual meeting with 18 people attending | There are no units available. Need supportive services. Need mental health centers.<br>Best way forward is to pair it with LIHTC for Homeless units/Mental Health Services. This is an opportunity to support programs such as workforce housing and housing first. Need more housing units. |
| Publicly noticed meeting facilitated by the Cumberland County HOME Consortium | Participating Jurisdiction | 2-8-2022<br><br>Virtual public meeting with 35 people attending | The biggest barrier is finding landlords that will accept Section 8 vouchers. Need wrap around services. Need supportive services for behavioral health issues as well as outreach services. Need to provide services for people who are resistant to aggregate care. Need to move people out of hotels and into: (1) tiny houses, mobile homes, and shipping containers; (2) housing in unused buildings that would need retrofits (empty malls, military bases or condemned property). Should provide a safe and supportive environment where people can transition away from addiction and grow toward developing a meaningful and productive life for themselves. Would like to see supportive housing (with mental health services). Need permanent housing. Need for production is acute. |
| City of Portland | Social Services Division of Health | 9-16-2022 | Provided data consisting of: project type, organization name, project |

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| | and Human Services Department | Email | name, year-round beds, and overflow bed data regarding emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing in Cumberland County. |
| Through These Doors | Domestic Violence Shelter | 10-28-2022<br><br>Email | Provided qualifying population demographics regarding emergency shelter and transitional housing programs offered by Through These Doors. |
| MaineHousing | | 11-1-2022<br><br>Email | Provided qualifying population demographics regarding emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing in Cumberland County. Provided PIT demographics for Cumberland County. |
| Preble Street | | 11-9-2022<br>11-18-2022<br><br>Email | Confirmed bed count and provided gap number of beds needed for adults and youths. Also provided the age range, average age, gender ID ratio, and race/ethnicity status per property. Noted, the most striking trend is the increase in asylum-seeking youth from African countries. |
| Community Housing of Maine | | 11-17-2022<br><br>Email | Provided data consisting of: property location, apartment size, family size, adult/children count, sex, and gap in service delivery per property. |
| Portland Housing Authority | Public Housing Authority | 11-22-2022<br>12-6-22<br><br>Email | Provided data regarding PBV and HCV. Also noted; we do have unmet needs for Households exiting Homelessness – from the Applicant stage to Lease-up. At Application: It is very challenging for folks to get on our waitlist and not be purged from the list due to not being able to locate them. At Intake: For the small number that make it off the list and to our Intake we have found a very small number of them are able to complete our basic eligibility process. At lease-up: If we are able to find them and get the Voucher to |

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| | | | them – they now have to find a unit in a highly competitive market. Although we have generous eligibility requirements for the Voucher, landlords can select out these folks in three typically ways – all of which are significantly exaggerated when homeless. Once Leased: Should the Individual make it through all of these hurdles to this point – they are now moving into a unit without furnishings, have a disproportionate likelihood of bringing pest issues – many times from the Homeless Shelter, to fairly and consistently provide affordable housing to the unhoused population we need funding for staff to walk them through each of these processes listed above. We need funding for staff and flex funding to make utilization of these Vouchers happen. If not – the individuals who are less needy in many ways end up being the ones that are able to utilize them. We have tested this theory with FYI and EHV Vouchers and have been very successful. When staff and flex funds are allocated we have more success. We find this only works when the staff are working under the Housing Authority |
| Milestone-Recovery | Provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders; operates Substance Use Homeless Shelter along with a program to transition | 12-6-2022<br><br>Email | The most urgent unmet need of Milestone's qualifying population is emergency homeless shelter capacity. Our emergency shelter is currently operating at full capacity of 36 beds per night, and still experiences significantly higher demand than we can meet. In the last several months we have been forced to turn away an average of 10-15 qualified individuals seeking shelter each night, and the need is only expected to intensify as we move into the depths of winter. |

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| | clients out of chronic homelessness and into permanent, stable housing; and offers treatment programs directed at low-income individuals, including those experiencing homelessness. | | Most broadly, the largest unmet systemic need for the Housing Navigator Program is the short supply of affordable housing in the community, especially housing programs that employ a housing-first model to substance use. |
| Shalom House | | 12-9-2022<br><br>Email | Confirmed property locations and headcount. |
| Westbrook Housing | Public Housing Authority | 12-21-2022<br>In-Person Meeting | Need for more housing across all income levels and age groups. There is a need for funds to pay for ongoing supportive services, not just when the housing is first built but for many years to come. It's harder to find ways to build this type of housing than to build senior or even family affordable housing units.<br>It's harder to build supportive housing outside of the Greater Portland area because the supportive services just aren't accessible by the tenants. |
| Tedford Housing | Provides emergency homeless shelter, supportive housing for previously homeless families and individuals as well as homeless prevention services. | 1-23-2023<br><br>Email | There is a need for more support and emergency housing (shelters). We are all straining to serve clients and there are very few revenue streams, including ARPA funds, to support emergency housing. Lots of money is being thrown at supportive housing, but where are people supposed to go in the meantime. Funding for hotel rooms could have been put into real solutions to assist people experiencing homelessness or at risk, like support for shelters, case management, facility renovation and new construction for emergency, transitional and permanent supportive housing. |
| City of Portland | Social Services | 1-25-2023 | Simply put, there are not enough |

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| | Division of Health and Human Services Department | Email | affordable units to meet the number of individuals seeking permanent housing. Many hotels are not interested in working with GA offices for temporary emergency shelter for a number of reasons. Many hotels require security deposits that GA typically cannot assist with, and many hotels require valid ID's and credit cards to make reservations which are not something that most have. Priorities needs include shelter/housing/rental assistance, food and non-food items, medications, and assistance with utilities. This program of last resort has met many, many people's basic needs throughout the pandemic, but the needs are growing as more new arrivals present, and as inflation/rent rises so do the number of applications with our GA office. |
| United Way of Southern Maine | Social Services Agency | 1-27-2023<br><br>Email | Provided ERA data within Cumberland County |
| Westbrook Housing Authority | Public Housing Authority | 1-30-2023<br><br>Email | Provided PBV and HCV program numbers for the City of Westbrook |

**Summary of Feedback**

Through the City of Portland and Cumberland County's HOME-ARP consultation process, there were several reoccurring themes across multiple type of agencies working with various qualifying populations. The most common theme was the need for permanent housing. The types of housing needed included permanent supportive housing, housing for hard-to house populations such as individuals with felony records and substance use disorders, housing for specific populations such as veterans, DV victims, seniors, families, and persons with mental and physical disabilities. Affordable housing across all family sizes and income levels is needed. In addition to the need for more affordable housing units, the need for increased capacity in the level of supportive services being offered throughout Cumberland County, particularly in the Greater Portland Area, was a common theme.

Based on the feedback provided through the consultation process, the City of Portland and Cumberland County HOME Consortium have concluded that there is not enough evidence available to justify offering preferences or prioritizing of one HOME-ARP qualifying population over another. At this time a clear referral process has not been identified and the CoC coordinated entry system has been eliminated as the referral method without modification to remove embedded prioritization. The City and County are committed to ensuring that all proposed projects and activities are open to all HOME-ARP qualifying populations. If in the selection of a specific project or activity, a preference or limitation of eligibility is required, a substantial amendment of the HOME-ARP Allocation Plan will be submitted to HUD for review and approval.

# PUBLIC PARTICIPATION

**Summary of Public Participation Process**

In accordance with Section V.B of the Notice, The City of Portland / Cumberland County HOME Consortium provided for and encouraged citizens to participate in the development of the HOME-ARP allocation plan. Before submitting the HOME-ARP Allocation Plan, the HOME Consortium provided Cumberland County residents with reasonable notice and multiple opportunities to comment on the proposed HOME-ARP allocation plan. The City of Portland and Cumberland County ensured that the public comment period and public hearings adhered to the City and County's respective citizen participation plans. The following public participation process was followed:

- Public Notice: Portland Press Herald 2/3/2023 and correction notice on 2/7/2023
- Public Comment Period: 2/8/2023 through 3/10/2023 – 30 Days
- Public Hearings:
  - Cumberland County Commissioners Meeting- 2/13/23- 5:30pm (In-person)
  - City Housing & Economic Dev. Committee 2/21/23 – 5:30pm (Remote)
  - Cumberland County Commissioners Meeting – 3/13/23 5:30pm (In-person)
  - City of Portland City Council Meeting- 3/20/23 5:00pm (In-person and Remote)

Please see Appendix B for a copy of the public notices and images of the public notices posted in various locations.

**Efforts to Broaden Public Participation**

As mentioned above, before the creation the HOME-ARP Allocation Plan, the City and County began to engage with citizens in the preparation of this Allocation Plan. The Portland Press Herald, the largest newspaper in Maine ran a story to help spread the word that the City and County are seeking public input. Additionally, the Press Herald highlighted the City and County's virtual public listening session under their list of events happening in Cumberland County.

Once the Allocation Plan was created, the City and County made efforts to promote the plan beyond the required public notice in the newspaper. The full draft of the HOME-ARP Allocation Plan was made available on the City of Portland and Cumberland County's Community Development pages, under a labeled sectioned called "Plans and

Reports". Both the City of Portland and Cumberland County promoted the report through social media pages. The City of Portland promoted the report through a listserv "CityNews" blast with 5,500 subscribers. The County promoted the Allocation Plan through a County Newsletter that is delivered to 60 elected officials, Town/City Managers, and interested parties throughout all 27 Cumberland County municipalities.

Please see Appendix B for screen shots and copies off public outreach.

**Summary of Comments and Recommendations**

Once the public comment period and public hearings are complete, staff will summarize all received comments and recommendation and add them to this section.

**Summary of Comments or Recommendations not accepted**

Staff anticipate accepting all comments. If a comment or recommendation is not accepted, staff will explain the reason in this section.

## NEEDS ASSESSMENT AND GAP ANALYSIS

**Qualifying Population Size and Demographics**

A full description of each qualifying population can be found starting on page 3, under Section IV. of the HUD CPD Notice 21-10.
https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-10cpdn.pdf

The following is only a brief description of the four qualifying populations follows:

- Homeless
  - lacking fixed/regular and adequate nighttime residence
    - Nighttime residence is not designed for ordinary sleeping accommodations
    - Living in public/private shelter or commercial lodging
  - Will lose nighttime residence:
    - Within 14 days
    - Lacks support network needed to obtain new housing
  - Unaccompanied youth (under 25) or families with children which:
    - Defined by HUD as Runaway, DV or McKinney-Vento
    - Not had lease or ownership in permanent housing within 60 days
- At-Risk of Homelessness
  - Annual income below 30%AMI as defined by HUD
  - Not had lease or ownership in permanent housing within 60 days
  - Has been notified in writing of eviction
- Fleeing or attempting to flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking
- Other Populations
  - Families requiring services or housing assistance to prevent homelessness
  - At greatest risk of homelessness
  - Annual income less than 30%AMI
  - Cost burden of 50% monthly household income

- Veterans and families that include a veteran family member

In accordance with Section V.C.1 of the Notice, the following sections will describe the size and demographic composition of all four qualifying populations within the geographic boundaries of the City of Portland / Cumberland County HOME Consortium. The City and County made great efforts to use current data, such as the point in time count, housing inventory counts, and data available through the CoC and MaineHousing in the creation of the following sections.

**<u>Homeless as defined in 24 CFR 91.5</u>**

On December 8, 2022, MaineHousing confirmed 1,921 people in Cumberland County were counted as either receiving general assistance from the City of Portland, receiving Emergency Rental Assistance, or included in the Maine HMIS (Homeless Management Information System) database. The following demographics were identified for the subcategories; (A) Household with children and Households without children receiving general assistance to pay for hotels/motels; (B) Households with children and Households without children receiving rental assistance; and (C) Households with children and Households without children in shelters.

| | Households with Children | | | | Households without Children | | |
|---|---|---|---|---|---|---|---|
| | A | B | C | | A | B | C |
| Households | 187 | 154 | 30 | | 209 | 126 | 284 |
| people | 647 | 509 | 84 | | 250 | 147 | 284 |
| under 18 | 334 | 270 | 38 | | 0 | 0 | 0 |
| 18 to 24 | 15 | 36 | 5 | | 23 | 12 | 35 |
| over 24 | 298 | 203 | 41 | | 227 | 135 | 249 |
| | | | | | | | |
| Female | 337 | 283 | 48 | | 85 | 41 | 76 |
| Male | 310 | 224 | 35 | | 149 | 10 | 199 |
| non-binary | 0 | 3 | 1 | | 0 | 2 | 5 |
| Transgender | 0 | 0 | 0 | | 0 | 1 | 4 |
| Questioning | 0 | 0 | 0 | | 16 | 1 | 0 |
| | | | | | | | |
| NonHispanic | 647 | 488 | 84 | | 239 | 141 | 270 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Hispanic | 0 | 21 | 0 | | 11 | 6 | 14 |
| Total | 647 | 509 | 84 | | 150 | 147 | 284 |
| | | | | | | | |
| Am Indian/Indigenous | 0 | 3 | 0 | | 3 | 2 | 4 |
| Asian/Asian Am | 0 | 0 | 0 | | 2 | 1 | 4 |
| Black/Af Am/African | 647 | 168 | 64 | | 36 | 21 | 71 |
| Hawaiian/Pacific | 0 | 0 | - | | 1 | 1 | 0 |
| White | 0 | 300 | 18 | | 198 | 117 | 201 |
| Multiple | 0 | 39 | 2 | | 9 | 5 | 4 |
| Total | 647 | 509 | 84 | | 249 | 147 | 284 |
| | | | | | | | |
| Chronic Hh | 0 | 28 | 1 | | | | |
| Chronic persons | 0 | 103 | 2 | | 0 | 42 | 79 |

Source: MaineHousing 12-8-22

Within the homeless population of Cumberland County, people of color are significantly over-represented. In a county where people of all races other than white make up only 14% of the overall population, people of color represent approximately 57% of the homeless population in Cumberland County. This is especially true in the case of black individuals who account for about 52% of individuals experiencing homelessness. There has been a fairly significant increase in the percentage of black individuals within the homeless system during the past few years, partially due to an influx of African Asylum-seeking families who have been served through the homeless response system.

**At Risk of Homelessness as defined in 23 CFR 91.5**

Those most at risk of homelessness in Maine are renter households within 30% of Area Median Income. There are an estimated 23,726 renter households within this income range. The following charts include the demographics of this group of renters.

| **Renter-Households-Race/Ethnicity** | **At-Risk of Homelessness: 0% - 30% AMI Renter HH w/ 1 or more severe housing problems** | | **Cumberland County** | |
|---|---|---|---|---|
| | # | % | # | % |
| **Total Renter Households** | 23,726 | 8.3% | 37,027 | 33,3% |
| White alone, non-Hispanic | 18,220 | 7.0% | 32,764 | 88.5% |
| Black or African | 2,858 | 33.5% | 2,206 | 6.0% |

| | | | | |
|---|---|---|---|---|
| American alone, non-Hispanic | | | | |
| Asian alone, non-Hispanic | 886 | 13.9% | 912 | 2.5% |
| American Indian or Alaska Native alone, non-Hispanic | 127 | 15.7% | 132 | 0.4% |
| Pacific Islander alone, non-Hispanic | 0 | 0.0% | 6 | 0.0% |
| Hispanic, any race | 793 | 13.4% | 781 | 2.1% |

Source: 2020 ACS 5-year estimate S1701; 2016-2020 ACS 5-year estimate S2502

Poverty, housing instability, and cost burden are characteristics of Maine's low-income families most at risk of becoming homeless. The Maine Continuum of Care has identified the following factors associated with housing instability and increased risk of homelessness: insufficient rental assistance options; eviction; family conflict; unemployment; behavioral health challenges, including substance use disorder; and lack of affordable units. Among single individuals, mental and physical disabilities combined with chronic health conditions and addictions are a much larger factor in a person's risk for becoming homeless.

**Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking as defined by HUD in CPD Notice 21-10**

From October 1, 2021 through September 30, 2022, Through These Doors Domestic Violence Shelter served 78 adults and 37 children for a total of 115 individuals in Cumberland County. The following chart provides demographic information for this group. However, it is important to note that Through These Doors had 500 requests for shelter**.** The numbers on the below chart only capture those who were able to secure a bed through the domestic violence shelter.

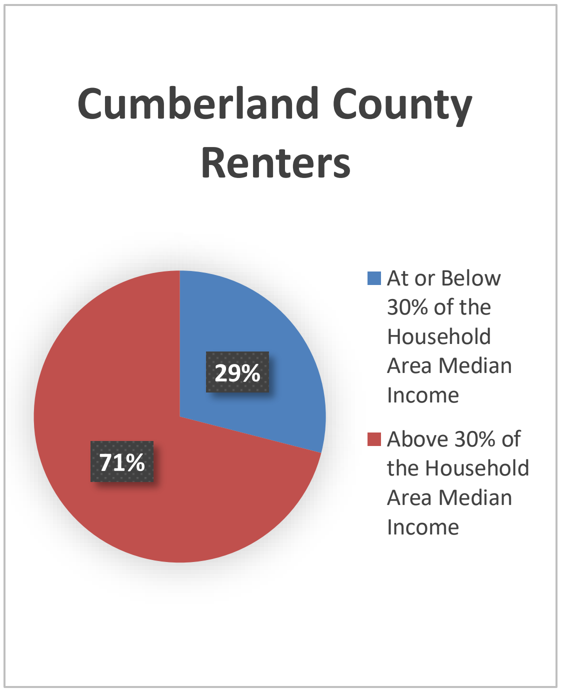
| | Family Beds | | |
|---|---|---|---|
| | Adult | Children | **Total** |
| Adults Total | 78 | 37 | 115 |
| Beds Total | 78 | 37 | 115 |
| Age | | | |
| 0-6 | | 22 | 22 |
| 7-12 | | 11 | 11 |
| 13-17 | | 4 | 4 |
| 18-24 | 3 | | 13 |
| 25–29 | 70 | | 70 |
| 60+ | 5 | | 5 |

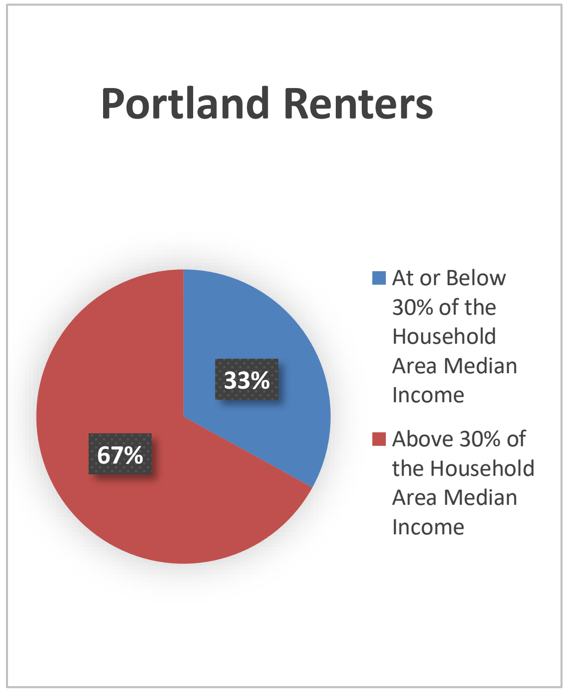
| Gender | | | |
|---|---|---|---|
| Female | 72 | 17 | 89 |
| Male | | 19 | 19 |
| Transgender | 1 | 1 | 2 |
| Questioning gender | 1 | | 1 |
| Unknown | 4 | | 4 |
| Race | | | |
| Black or African American | 6 | 10 | 16 |
| American Indian/Alaska Native | 1 | 1 | 2 |
| Asian | 1 | 1 | 2 |
| Hispanic or Latino | | 7 | 7 |
| Native Hawaiian/ Other Pacific | 3 | | 3 |
| White | 42 | 16 | 58 |
| Unknown / Other | 25 | 2 | 27 |

Source: Through These Doors Domestic Violence Shelter 10-1-21 - 9-30-22

**Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice**

Defining the size and demographic of the 'Other populations' category is a difficult task. A common characteristic among many individuals requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability is often income level. According to Comprehensive Housing Affordability Strategy (CHAS) data, utilizing 2015-2019 ACS data, 33% of Portland renters and 29% of Cumberland County renters have household incomes less than or equal to 30% of the household area median family income. Twenty-two percent (22%) of Portland renters and 21% of Cumberland County renters spend between 30% and 50% of their household income on housing costs.




Milestone Recovery operates a program called the Homeless Outreach and Mobile Engagement (HOME) Team, which provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders in Portland and South Portland. Milestone also operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigator Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness.

The following charts provide demographic information for the HOME Team as of December 20, 2022.

| | Number | Percentage |
|---|---|---|
| Female | 108 | 22.6% |
| Male | 366 | 76.6% |
| non-binary | 0 | |
| Transgender | 3 | .6% |
| Client Refused | 1 | .2% |
| Total | 478 | 100% |
| | | |
| Non-Hispanic/Non-Latino | 462 | 96.66% |

| | | |
|---|---|---|
| Hispanic/Latino | 13 | 2.71% |
| Client does not know | 2 | .42% |
| Client refused | 1 | .21% |
| Total | 478 | 100% |
| | | |
| Am Indian/Indigenous | 12 | 2.50% |
| Asian/Asian Am | 0 | 0.00% |
| Black/Af Am/African | 43 | 9.00% |
| Hawaiian/Pacific | 5 | 1.00% |
| White | 411 | 86.00% |
| Client does not know | 6 | 1.30% |
| Client Refuses | 1 | .20% |
| Total | 478 | 100% |

Source: Milestone Recovery HOME (Homeless Outreach and Mobile Engagement)

**Identification and consideration of current resources available to assist qualifying populations under congregate and non-congregate shelter units, support services, TBRA, and affordable and permanent supportive rental housing.**

**Congregate & Non-Congregate Shelter Units**

- The City of Portland's Health and Human Services Department, Social Services Division operates the Oxford Street Shelter and Family Shelter. The Oxford Street Shelter (OSS), the largest emergency shelter in the State of Maine, is open 24 hours, 365 days a year, and provides safe, temporary, low-barrier housing for homeless adults. OSS served 612 men, 200 women, and 6 transgender individuals for a total of 818 unduplicated individuals in PY2020. The Family Shelter is the largest shelter for families in the State of Maine. The Family Shelter provides temporary housing to families with children under the age of 18, offering both preventative services for families at risk of experiencing homelessness and support services to assist families in locating housing and achieving stability. The Family Shelter provided shelter for 98 families consisting of 327 individuals for a total of 30,028 bed nights. In addition to operating the OSS, the Family Shelter, temporary emergency shelter, a non-congregate hotel for overflow emergency shelter, and providing assistance to area hotels for those referred to General Assistance, the Social Service Division also operated a quarantine shelter for all other Greater Portland Shelters. The City of Portland has 152 year-round emergency shelter beds for adults and children; 134 emergency shelter beds for adult-only households; and 24 shelter beds for unaccompanied youth. An additional 164 voucher/seasonal overflow emergency shelter beds are available in Portland for households with only adults.

- Tedford Housing in Brunswick operates an adult and family shelter with a capacity of 12 adults and 6 households respectively. During fiscal year 2021-2022, 55 individuals and 58 family members were sheltered by Tedford. Their homeless prevention services assisted 145 individuals and family members while 79 individuals and family members were provided supportive housing. 234 individuals and family members were provided with emergency home heating assistance by Tedford Housing's Warm Thy Neighbor program. In May of 2022, Tedford Housing purchased land in Brunswick for a new emergency housing facility for adults and families. The new building will include twenty-four adult guest beds and ten apartment-style units. The proposed single new facility incorporates separate, secure wings for the adult and family emergency housing facilities with a total of 64 emergency housing beds. The family apartment units will contain four beds each, as well as living and dining spaces in each unit. The adult wing will include shared dormitory spaces that will provide beds for a maximum of 24 individuals. The building will provide a kitchen, dining area and living room for guests in the dormitory style rooms. The new building will replace existing aging facilities.

- With homelessness defined as an emergency under General Assistance statutes, 1,514 unduplicated householders were placed into area hotels utilizing General Assistance vouchers. There are 180 families totaling 607 individuals currently residing in GA funded hotels who are experiencing homelessness. Due to the large number of people presenting for shelter, individuals are immediately sheltered in hotels paid by General Assistance before moving into the Family Shelter as space becomes available. The ESG program has an estimated five-year plan (minus administration) of $757,636.

**Supportive Services**

The Portland Community Health Center offers an Integrated Behavioral Health program that is designed to bring adults into treatment who are experiencing homelessness and are suffering from co-occurring mental health and substance use disorders. The City has also added a full-time case manager to work with families experiencing homelessness, resulting in locating permanent housing placements with follow up case management and tenant education services. Preble Street Support Services receives funding from the Veterans Administration to prevent and end homelessness among veterans. Tedford Housing provides permanent supportive services through three locations within Cumberland County that serve a total of thirteen adults and six families. Milestone Recovery operates a program called the Homeless Outreach and Mobile Engagement (HOME) Team which provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders in Portland and South Portland. Milestone also operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigator Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness. Amistad, a Portland-based nonprofit organization, and Portland Downtown (a 501c4) have created a Peer Outreach Worker program. This program will allow a peer outreach worker to connect with clients that live with mental illness, oftentimes co-occurring substance-use disorders, and oftentimes experiencing homelessness. The outreach worker will then collaborate with the Milestone Recovery, the City's shelters, local hospitals, and Portland Downtown businesses to get the client the services they need. The Preble Street Joe Kreisler Teen Shelter provides 16-24 beds unaccompanied youth ages 12-20. The shelter provides safe, clean overnight accommodations in a secure building, showers, bathrooms, laundry facilities, towels, and personal hygiene products, community living areas, light breakfast and snacks. Additionally, staff responds to the crisis that lead to homelessness, provides referrals, and links youth to necessary services including substance use, counseling and medical facilities.

**Affordable Rental Housing-** Portland and Cumberland County have formed a HOME Consortium to receive an annual allocation of HOME Investment funds through the U.S. Department of Housing and Urban Development. HOME funds are used for the creation of affordable housing development throughout Cumberland County and within Portland. Since 2011, $2,574,887 has been allocated for the construction of 563 low-income rental housing units within Cumberland County. Since 2000, $10,509,084 in HOME funds, $1,384,359 in CDBG funds, and $2,963,584 from the local Jill C. Duson Housing Trust Fund have been allocated for the construction of 1,361 units of low-income housing and 38 single-occupancy units in Portland. Eleven units (six in Portland and five additional units within Cumberland County) are affordable to low-income households through the assistance of HUD Project Based Rental Assistance (PBRA). 74 units (thirty-nine in Portland, and thirty-five in Cumberland County) make use of the Low-Income Housing Tax Credit Program (LIHTC). In 22-23, $136,392 of HOME funding was earmarked to support 96 individuals at risk for homelessness through tenant-based rental assistance.

**Homelessness Diversion Services-** In 2022, 500 persons were assisted through Homeless Prevention services in Greater Portland. The Oxford Street Shelter, through the Emergency Shelter Grant, prevented eight individuals from becoming homeless. In PY2020, 190 individuals received a wide range of comprehensive housing related services, including full assessments to identify barriers to housing and housing stability, connection to appropriate mainstream resources in the community, employment and training opportunities, and at least three months of follow-up services after housing placement. Of the 152 individuals enrolled in the program this year, 30 individuals were rapidly re-housed, 49 families or 152 individuals received essential services, and eight individuals were prevented from becoming homeless.

**Rapid Rehousing Services-** The goals of the ESG program are 1) to help people who become homeless by quickly moving them into permanent housing and 2) to prevent individuals and families becoming homeless. By using ESG in the shelters and community it helps ensure individuals and families do not become Long Term Stayers. Of 152 individuals enrolled in the program, 30 were rapidly re-housed, 49 received essential services, and 8 individuals were prevented from becoming homeless. The Oxford Street Shelter staff located permanent housing for 102 homeless individuals (79 men and 23 women, including six Veterans and 37 chronically homeless individuals). The Family Shelter placed 73 families into permanent housing without a subsidy, reunified six families with other family members, secured a Shelter+Care Subsidy for 8 families, and secured four families a Housing Choice Subsidy.

**Emergency Rental Assistance-** One of the goals of the City of Portland's Emergency Solutions Grant program is to provide prevention services to individuals facing homelessness in the community. PY 20/21 allocated $16,363 in homeless prevention for the Oxford Street Shelter. The projected annual goal for Oxford Street Shelter is to serve six people who are at risk of homelessness. The Family Shelter has $30,412 for homeless prevention and $52,065 for Essential Services. The goal for the Family Shelter is to serve 10 families who are at risk of homelessness. Due to the large number of people presenting for shelter, individuals are immediately sheltered in hotels paid by General Assistance before moving into the Family Shelter as space becomes available.

General Assistance is a locally and state-funded program administered by municipalities that helps families and individuals pay for housing (among other needs). In March 2021, MaineHousing funded an Emergency Rental Assistance Program through federal Covid-19 relief money. The state reimburses 70% of applicable GA expenses, as long as municipalities process applications within 24 hours. Since its inception, Cumberland County municipalities have received $78,594,903 in ERA benefits (as of 12-7-22). The Opportunity Alliance administered the ERA program within Cumberland County assisting 20,894 participants/10,213 households with $45-50 million in funds distributed during January 2022 through December 2022. Over $70 million has been distributed since January 2021. Of that funding an estimated $22 million was distributed to support individuals in hotels/motels since January 2022. An estimated 700 to 1,000 unduplicated individuals were served in hotels/motels since January 2021. During their December 15, 2022 meeting, the Emergency Shelter Assessment Committee announced Emergency Rental Assistance funding has run out (but rent is paid through December). Per MaineHousing, the demand for the program increased in 2022 due to a combination of rising rents, the housing shortage and financial repercussions from the continuing pandemic. MaineHousing tried to reduce demand by changing eligibility from 80% AMI to 50% AMI and capping the amount paid to hotels. As of January, 2023, hotels in Freeport, Scarborough and South Portland are currently in the process of evicting their residents. Per the Opportunity Alliance, about 2,000 people will not have secure funding for housing heading into 2023.

**Victims of Domestic Violence-** Since 2013, Preble Street Anti-Trafficking Services (ATS) has supported more than 600 victims, enrolling over 300 in intensive case management and housing support services. Safe housing is often one of the most expensive costs in supporting survivors of human trafficking. Through These Doors operates an Emergency Shelter for women and children who are experiencing domestic violence. They have sixteen available beds at any given time, which may be occupied by either families or single adults. Through These Doors also provides shelter in hotels as funding permits. From October 1, 2021 through September 30, 2022, Through These Doors provided emergency shelter to 115 individuals and allowed access to basic necessities like food, clothing and personal care items. Residents are offered in-house education programs, individual advocacy, case management and safety planning. Community Housing of Maine (CHOM) operates three permanent supportive housing units serving a total of seven people, and two transitional housing units currently home to 6 people fleeing from domestic violence.

**Other Families Requiring Services or Housing Assistance to Prevent Homelessness** - The Long-Term Stayers Initiative is a State-wide effort to end homelessness for those who have been homeless 180 days or more during the year. The City of Portland's Oxford Street Shelter uses Emergency Shelter Grants to prevent individuals from becoming homeless by quickly moving them into permanent housing. By using ESG in the shelters and community it helps ensure individuals and families do not become Long Term Stayers. In PY2020, 190 individuals received a wide range of housing related services; of 152 enrolled in the program, 30 were rapidly re-housed, 49 received essential services and 8 individuals were prevented from becoming homeless. Portland's Health and Human Services Department and Housing and Community Development Division coordinates with other members of the Emergency Shelter Assessment Committee (ESAC) and the United Way of Greater Portland to monitor shelter bed usage for single adults, adolescents and families. ESAC members include shelter providers, supported housing providers, mental health service providers, substance use service providers, health service providers and general services including day shelter providers for the homeless population. ESAC also produces monthly and quarterly statistics on shelter usage and provides a forum to discuss new programs, resource availability, emerging trends and to resolve problems within the continuum that may arise from time to time. In the City of Portland, 33% of CDBG funds support social service agency programs while 70% of CDBG funding is used to benefit persons of low and moderate income. City staff meet with the agencies throughout the year to provide technical assistance and ensure they are meeting HUD guidelines and regulations. Staff also assists in monitoring their progress and makes recommendations for more efficient services. In the calendar year 2021, the Family Shelter in Portland welcomed 295 asylum seeking families totaling 974 individuals presenting for emergency shelter. Due to limited Covid capacity, families were provided access to hotel rooms (through the U.S. Treasury Emergency Rental Assistance program or Maine State General Assistance Funding) as overflow for four to five months prior to entry to shelters where they receive housing navigation. Because asylum seekers do not have Refugee status they are ineligible for most federal rental assistance programs – with the exception of the Emergency Rental Assistance program.

**At Greatest Risk of Housing Instability-** The City of Portland and Cumberland County collaborate extensively with the four housing authorities within the County. Efforts include development of affordable housing, recreational activities for at-risk youth, self-sufficiency programs, and vouchers for families, unhoused individuals, and disabled persons. Staff from both the County and City of Portland also participate in the Maine Affordable Housing Coalition, which is a collaborative group of developers, Community Action agencies, public housing authorities, investors, housing and service providers, advocates, and others working to increase the supply of quality, affordable housing throughout Maine. In 2019, all Public Housing Authorities and the Maine State Housing Authority created a statewide Combined Wait List (CWL) for the Housing Choice Voucher program. The CWL has an option for individuals in some communities to choose a preference area based on where they live and work. The Portland Housing Authority pays for 357 housing choice vouchers (191 project-based vouchers and 166 tenant-based vouchers) used in 14 housing projects. Of those vouchers, 191 PBVs are for individuals who qualify as homeless, 88 for Veterans Affairs Supportive Housing, 21 Emergency Housing, 37 Mainstream, and 20 Foster Youth Initiatives. The City of Portland's Oxford Street Sheltered used the Emergency Shelter Grant to prevent individuals from becoming homeless. While the city-wide eviction moratorium was in place due to the Covid-19 pandemic, Oxford Street worked with individuals and landlords to mitigate homelessness or return to homelessness. In contrast to the Oxford Street Shelter, the Family Shelter saw a drastic reduction in evictions due to the moratorium and moved prevention funding to essential services to aid with housing placements. The Family shelter placed 73 families into permanent housing without a subsidy, six families were reunified with other family, eight families secured a Shelter+Care Subsidy, four families secured a Housing Choice Subsidy, and seven families left the shelter of their own accord, due to noncompliance with the program, or due to DHHS involvement. Likewise, the Oxford Street Shelter staff located permanent housing for 102 homeless individuals (79 men and 23 women, including 6 Veterans and 37 chronically homeless individuals). The City of Portland and Cumberland County are partners in the HOME consortium. The two entities work collaboratively to distribute resources and address affordable housing needs for residents of Portland and Cumberland County. Since 2019, the city of Portland has subsidized 416 units of affordable housing including units set aside for long term shelter stayers and 38 single-room occupancy units for women experiencing homelessness, addiction, and related challenges. Cumberland County, through the Cumberland County HOME Consortium, has funded 146 units of low-income housing during this same time. The City of Portland utilizes 33% of CDBG funds for social service supports, including housing programs, homeless services, crisis management services, childcare, family support services, substance use disorder services, youth and adolescent support services, senior services, neighborhood-based programs and projects, and health care for the homeless. Preble Street provides permanent supportive housing for thirty individuals at Huston Commons, and another thirty individuals at Logan Place while Community Housing of Maine (CHOM) provides permanent supportive housing for twenty-eight people within eight units located throughout three buildings. Preble Street provides emergency shelter to forty individuals at Elena's Way, twenty-four teens at Joe Kreisler Teen Shelter, and twenty-five women at Florence House. Preble Street also provides transitional housing to seventeen youth. Shalom House helps adults living with severe mental illness through an array of community-based mental health services and affordable housing. Residential treatment is provided in group living and supportive apartments. Shalom House operates two transitional buildings in Portland with a total of thirteen units and three permanent supportive housing buildings also in Portland with a total of twenty-five units.

The Westbrook Housing Authority reports they currently provide eighty-three residents with Project Based Vouchers at Riverview Terrace and Larrabee Woods, of which seventeen are designated for homeless. Larrabee Commons has thirty-nine vouchers, eighteen of which are PBV and five designated for homeless. And Robert Harnois Apartments has sixty-one PBVs of which thirteen are designated for homeless. For their Housing Choice Voucher Program, they report one hundred thirteen mainstream MS811 vouchers, thirty-five designated for homeless; ten chronically homeless vouchers, and five VASH vouchers for designated homeless veterans. Three chronically homeless and two VASH voucher holders are looking for housing.

The Portland Housing Authority reports a total of three hundred fifty-seven total vouchers set aside for homeless. These are in the form of Vouchers (166) and Project Based Vouchers (191). Vouchers include; VAHS (88), EHV (21), Mainstream (37), and Foster Youth Initiatives (20). PHA pays for the Vouchers that fund the PBV Units. PBV are currently benefiting households in fourteen different housing development projects including those managed by Community Housing of Maine and Preble Street.

The South Portland Housing Authority provides one hundred and twenty-five PBV. SPHA is in the process of converting their Public Housing units to the Section 8 program. By the end of the year, SPHA will have a total of 375 PBVs. There are approximately 646 applicants on waiting lists.

**Unmet Housing and Service Needs of Qualifying Populations:**

**Homeless as defined in 24 CFR 91.5**

The shelter system in Portland is beyond capacity. Staff and local organizations struggle to deal with overflow strategies to meet increasing needs. Data from 2019 showed that 79% of the shelter consumers were new consumers with the average length of stay at the shelter under 60 days. Additionally, increased case management is needed for those who have mental illness and substance use issues to help them navigate the service delivery system. The City's Family Shelter has been experiencing an unprecedented volume of clients. Data from 2021 indicated the Family Shelter welcomed 295 asylum seeking families totaling 974 individuals presenting for emergency shelter. As asylum seekers, this designation adds to the complex nature of moving clients out of the shelter and into permanent housing. Overall, Portland homeless shelters had an average of 345 individuals per night last year. This number exceeded bed capacity among all shelters by over 35 individuals and excludes hotels provided by General Assistance. During 2022, 16,173 applications were submitted to the City of Portland for GA assistance for emergency shelter in hotels (a total of 1,168 applications were denied). One hundred percent of upfront costs are covered by the City of Portland/residents. Then seventy percent of the funding is sought through reimbursement from the State of Maine/Office for Family Independence, thirty percent is the responsibility of the issuing municipality. The City of Portland is seeking funding reimbursement from FEMA for its thirty percent responsibility. Despite having seven workers (two openings at the present moment) to process the applications full time (one staff also working on the weekends), the demand for GA remains since the pandemic onset very high. Many people/applicants are seeking emergency shelter, assistance with medications, food and non-food items, rent, as well as utilities.

The town of Brunswick has one 16 bed shelter, Tedford Housing; other than that, there are no additional shelters outside of Portland in Cumberland County. During fiscal year 2021-2022, Tedford Housing turned away 452 adults and 108 families due to a lack of a shelter bed. The family shelter waitlist is about 125 families as of January 2023. The Opportunity Alliance (TOA) is the Community Action Agency for Cumberland County. TOA supports low-income, at-risk individuals and families, refugees and New Mainers, individuals with disabilities, people experiencing mental health and substance use disorders, and individuals and families on the brink, or in the midst of crisis. As reported in the ERA 2022 Point in Time, TOA assisted 154 households with children (509 people of which 270 were under 18; 168 Black/Af Am/African, 300 White, 39 Multiple, and 3 Am Indian/Indigenous), and 126 households without children (147 people of which 2 Am Indian/Indigenous, 1 Asian/Asian Am, 21 Black/Af Am/African, 1 Hawaiian/Pacific, 117 White, and 5 Multiple). Due to the high number of "couch surfers", families who are "doubled up", and individuals residing in cars or tents in secluded rural areas, the number of rural unsheltered is difficult to estimate. Anecdotally, we know that rural homelessness is on the rise, and a study will be underway soon to identify the nature and extent of rural homelessness within Cumberland County.

**At Risk of Homelessness as defined in 23 CFR 91.5**

In 2021, there were an estimated 14,623 rental units needed for the Portland Metro Area; this demand is projected to increase to 15,064 units by 2026. The pent-up demand for affordable rental units is demonstrated by (1) the high average occupancy of 99% for LIHTC and subsidized properties; (2) the reported waitlists at affordable properties that exceeds 100 households or 2 years; and (3) 40% (or 13,892) of the current renter households in the Portland Metro Area are rent overburdened. Housing prices have risen significantly in the past five years for both renters and owners. As Portland becomes increasingly unaffordable, low- to moderate-income households are being forced to relocate to communities outside of greater Portland, which can make it difficult to access services and employment. Another repercussion of increasing unaffordability in Portland is the increase in rents and housing prices in these communities. The median rent in Cumberland County in 2020, according to MaineHousing's affordability index, was $1,888, a 42% increase from 2017. Median renter incomes have only increased 22% during the same period. The median home price in Cumberland County has increased by 34%, and homeowner median incomes have increased 20%. Out of 4,034 homes purchased in Cumberland County in 2021, only 19% were considered affordable or attainable.

The 2016-2020 American Community Survey reported of the 145,838 total housing units in Cumberland County, 43,931 or 30.1 percent are rental units. Of the 37,027 households reporting, 32.9 percent pay more than 35 percent of their household income towards rent, and 19.5 percent pay more than 50 percent of their household income towards rent. Portland has 34,187 total housing units of which 63.2 percent or 21,605 are rental units. Of the 16,868 reporting households, 34.8 percent pay more than 35 percent of their household income towards rent, and 20.2 percent pay more than 50 percent of their household income towards rent. Within Cumberland County 24.9 percent of all housing units were built prior to 1939; 58.1 percent were built prior to 1980. In Portland, 47.7 percent of all housing units were built prior to 1939; 77.9 percent were built prior to 1980.

According to the South Portland Housing Authority, as of May 2022, there were 2,027 individuals and families awaiting housing assistance. Due to the high demand and low supply, the waiting lists for many of SPHA's buildings are currently closed. Community Housing of Maine commissioned a market study by The Signal Group (TSG), an affiliate of the National Housing & Rehabilitation Association, to determine the market need, occupancy, turnover and absorption data for the Portland Metro Area. The study found that there is a significant shortfall in the number of affordable units with demand currently exceeding supply by 1,126 housing units. Predictions show that demand will continue to grow and will exceed supply by 1,168 by 2024. The TSG study surveyed 26 Tax Credit developments in the Portland Metro Area, consisting of 1,038 units, and found a 100% occupancy rate. Reported waitlists are up to 5 years for LIHTC properties. TSG's study of the market showed an absorption period of four months, by leasing units at a rate of 10 per month. This rate is consistent with CHOM's experience at other affordable rental properties it owns in the Portland area. Portland has approximately 33,785 housing units (rental and homeownership). The majority (61%) of Portland residents live in duplex and apartment buildings. Almost 40% of Portland's residential housing stock is comprised of three-family or more buildings. Almost 50% (16,260) of those units were built before 1939, 70% (23,761) were built before 1970.

**Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice**

Through These Doors, a domestic violence resource center serving Cumberland County, reports 500 annual requests for shelter, which includes folks who made multiple requests. Unfortunately, the organization was able to shelter only 78 adults and 37 children from October 1, 2021 through September 30, 2022 with a gap in service of 396 beds (145 adults and 251 children). There is also a need for child care; connection to mental health or substance use support; case managers; workforce training and support; financial assistance to transition to permanent housing; as well as culturally and linguistically competent services for the increasing asylum seeker and refugee population in Maine. Community Housing of Maine (CHOM) reports needing long term case management, section 8 vouchers and mental health services for the families they serve.

**Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice**

Formerly homeless people with both substance use disorder and mental illness are the most difficult to house permanently because of poor rental histories and the need for lengthy cultural acclimation to non-shelter living. Over the past twelve years, there have been statewide cuts to mental health services, hampering efforts to help those with mental illnesses find and maintain housing. Many treatment centers have long waiting lists and require the individual to travel away from both home and employment, something many simply cannot afford to do. Increased case management is needed for those who have mental illness and substance use issues to help them navigate the service delivery system. Milestone Recovery provides outreach and community support to individuals experiencing homelessness concurrent with substance use or mental health disorders. Milestone operates Southern Maine's only Substance Use Homeless Shelter, along with a Housing Navigation Program to transition clients out of chronic homelessness and into permanent, stable housing, along with both short-term and long-term substance use treatment programs directed at low-income individuals, including those experiencing homelessness. Shalom House provides residential treatment in group and apartment housing, supportive housing, and independent living for individuals with serious and prolonged mental illness. Shalom House currently has 516 people on the waitlist for housing they own and operate; 249 of those have reported being homeless or at risk of homelessness. Thirty-eight percent (38%) have been on the waitlist for at least four years; 30% have been on the list for two to four years; 17% have been on the list for one to two years and 15% have been on the list for a year or less. Shalom House has approximately 140 people approved for a rental voucher who have been unable to find housing. Most of these individuals are currently homeless. Shalom House reports that only about 25% of individuals with housing vouchers are able to find housing. At the Oxford Street Shelter, 13.02% experience a physical disability or illness. Portland's population has a higher incidence of disability than people in Cumberland County as a whole (13.5% and 11% respectively). 45.2% of the non-institutional population 65 years and over in Portland has a disability, including hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, and independent living difficulty.

**Gaps within Shelter and Housing Inventory as well as the service delivery system:**

From 2017-2021, housing prices have skyrocketed, exacerbating an already significant issue.

Due to the Covid-19 pandemic, there has been less turnover of units and more competition for units as remote workers move to the area. Portland has also seen an increased number of asylum-seeking families arriving at the southern border who designate the Portland Family Shelter as their destination. In the calendar year 2021, the Family Shelter welcomed 295 asylum-seeking families totaling 974 individuals presenting for emergency shelter. Gaps within the service delivery system include financing necessary to provide intervention to prevent homelessness; funding for substance use services; funding for mental health services; and funding for case management "navigators". As noted above, gaps within the current shelter and housing inventory include beds for individuals seeking shelter; units for voucher holders; units for persons with disabilities; units for the elderly population; units for those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking or human trafficking; units for teens; and units to create stable affordable housing. Milestone Recovery's most urgent unmet need for their qualifying population is emergency homeless shelter capacity. Milestone's emergency shelter is currently operating at full capacity of 36 beds per night, and still experiences significantly higher demand than can be met. In the last several months Milestone has been forced to turn away an average of 10-15 qualified individuals seeking shelter each night, and the need is only expected to intensify moving into the depths of winter. Multiple other unmet life safety needs exist, including the need for winter clothing, access to medical care and substance use treatment, and food insecurity. Other unmet needs that do not fall under the blanket of life safety needs include access to affordable long-term housing and access to employment and employment training opportunities. The highest priority need is emergency shelter capacity.

The rental housing stock in Portland and throughout the Greater Portland Region is aging and reaching the end of useful life for housing. Rehabilitation of aging housing stock often involves extensive energy efficiency efforts because of severe winter weather. The cost involved with rehabilitating older housing can be cost prohibitive in a housing market that is already too expensive for many residents. Through our outreach, we know that rents in the area have skyrocketed since 2019, further exacerbating an already tenuous issue. There are 380 units of Section 8, 711 LIHTC units, and 90 HOME-assisted units whose affordability period is expected to expire between 2022 and 2027. The City's affordable housing providers work with social service providers to move individuals out of homelessness and into affordable housing. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical. Milestone's largest unmet systemic need for the Housing Navigator Program is the short supply of affordable housing in the community, especially housing programs that employ a housing-first model to substance use. In addition to this broad systemic problem, many Housing Navigator clients experience smaller, seemingly low-cost barriers that prevent them from obtaining and retaining housing. These include but are not limited to costs associated with the housing search process, including application fees, security deposits, costs of obtaining state identification, passes for public transportation, and phone cards to communicate with potential landlords. Milestone maintains a small assistance fund to help clients overcome these barriers, but this fund only covers a fraction of the need for hard to find affordable housing.

Preble Street, a provider of emergency service and permanent supportive housing has a gap in service of up to 500 adult emergency service beds, and up to 360 permanent supportive housing units. Community Housing of Maine (CHOM) needs additional long-term case management for each of the eight households they serve with permanent supportive housing. Portland Housing Authority requires additional staffing and flex funding to walk the unhoused population from homelessness into affordable housing. The complex nature of completing the basic eligibility paperwork, to finding a unit in a highly competitive market, to furnishing the unit while addressing the challenges of paying bills, keeping utilities in place, meeting medical and mental health needs is extremely daunting for many who are trying to rebuild their lives, and sometimes do not have the ability to do so. Housing Authorities are not allocated funding to provide this level of service. Additionally, basic housekeeping services are needed as many individuals with intellectual, mental health, or physical disabilities require these services, which also benefits the entire community.

**Under Section IV.4.2.ii.G of the HOME-ARP Notice, a PJ may provide additional characteristics associated with instability and increased risk of homelessness in their HOME-ARP allocation plan. These characteristics will further refine the definition of "other populations" that are "At Greatest Risk of Housing Instability," as established in the HOME-ARP Notice. If including these characteristics, identify them here:**

Portland has long been a desirable and welcoming community for immigrants, refugees, and asylum seekers. Unfortunately, the shortage of affordable housing options can be particularly difficult for individuals who may have larger families, limited English, and few resources. Many of the immigrant, refugee, and asylum-seeker families have been forced to seek housing options outside of the greater Portland area. As immigrants/refugees get pushed further away from Portland, they move geographically further away from the only support services who are linguistically equipped and culturally competent enough to identify needs and issues and provide appropriate, sensitive treatment or assistance. This is true also for individuals with disabilities, domestic violence victims, and other individuals who may have lower incomes who depend on services which may be more readily available, or only available, within the City of Portland.

**Priority needs for qualifying populations:**

The need to create affordable permanent supportive housing and provide ongoing support and technical assistance was reiterated throughout the consultation sessions. Therefore, our priority is to focus the majority of these funds on the creation of permanent supportive housing.

Although there were recommendations around rental assistance and services such as housing navigation, there are both new and ongoing funding sources that address those needs. And while the creation of additional vouchers would be helpful, for far too many current voucher holders, the difficulties of finding housing affordable with a voucher emphasizes the importance of building additional income-restricted rental housing.

**Determination of the level of need and gaps in the shelter and housing inventory and service delivery systems based on the data presented in the plan:**

The level of need and gaps in shelter, housing and service delivery systems were determined using data from the statewide Homeless Management Information System, Maine's Point in Time and Housing Inventory Count, housing data from the 2019 American Community Survey (ACS) and the 2014-2018 Comprehensive Housing Affordability Strategy (CHAS), and a gaps analysis performed by the Corporation for Supportive Housing (CSH) as part of the Maine Homeless System Re-Design Initiative (Final Report and Recommendations June 2021). The determination of how to most effectively utilize this funding was determined through a series of stakeholder meetings.

## HOME-ARP ACTIVITIES

**Method(s)that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:**

**Housing Production:** Funding will be allocated through a competitive application process open to all eligible entities, including nonprofit housing organizations and for-profit developers. To be considered eligible for Program funds, recipients at a minimum will need to meet the following criteria: a) Make acceptable assurances that they will comply with the requirements of the HOME-ARP Program during the entire period that begins upon selection of the recipient and ending upon the conclusion of all HOME-ARP Program funded activities; b) Demonstrate the ability and financial capacity to undertake, comply, and manage the eligible activity; c) Demonstrate its familiarity with the requirements of other Federal, State, or local housing programs that may be used in conjunction with HOME-ARP Program funds to ensure compliance with all applicable requirements and regulations of such programs; d) Have demonstrated experience and capacity to conduct HOME-ARP Program eligible activities as evidenced by its ability to own, construct, or rehabilitate, and manage and operate an affordable multifamily rental housing development.

**Describe whether the PJ will administer eligible activities directly:**

The Cumberland County HOME Consortium will not use funding to directly create housing or provide services.

**If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:**

The Cumberland County HOME Consortium did not appoint subrecipients or contractors for the development of the HOME-ARP allocation plan or administration of the HOME-ARP funds.

**Use of HOME-ARP Funding**

| | Funding Amount | Percent of the Grant | Statutory Limit |
|---|---|---|---|
| Supportive Services | $ 763,755 | | |
| Acquisition and Development of Non-Congregate Shelters | $ 250,000 | | |
| Tenant Based Rental Assistance (TBRA) | $ 0 | | |
| Development of Affordable Rental Housing | $ 2,041,266 | | |

| | | | |
|---|---|---|---|
| Non-Profit Operating | $ 0 | 0 % | 5% |
| Non-Profit Capacity Building | $ 0 | 0 % | 5% |
| Administration and Planning | $ 539,121 | 0 % | 15% |
| **Total HOME ARP Allocation** | $3,594,143 | | |

**Distribution of HOME-ARP funds in accordance with its priority needs identified in its need's assessment and gap analysis:**

The distribution of the HOME-ARP funds is aligned with the priorities identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations. The Development of Affordable Rental Housing category has been funded the most as we have evaluated this category as being most in demand.

A total of $2,291,266 will be utilized for the Acquisition and Development of Non-Congregate Shelters and the Development of Affordable Rental Housing, with approximately 90% funding the Development of Affordable Rental Housing and approximately 10% funding the Acquisition and Development of Non-Congregate Shelters.

Supportive Services is the second largest funding category which again aligns with the priorities identified through public comment and consultation with organizations and agencies who provide support and assistance to the qualifying populations.

The funding amount for Administration and Planning is projected at $539,121. Any funds not expended in this category may be reallocated to the funding amounts for Supportive Services, Acquisition and Development of Non-Congregate Shelters, and Development of Affordable Rental Housing.

**Characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:**

The need to create affordable permanent supportive housing and provide ongoing support and assistance was reiterated throughout the consultation sessions. Based on feedback provided it is apparent that the most significant need is to create affordable permanent housing and supportive housing units. The shelter system (only available in Portland and Brunswick) is operating at full capacity, turning away adults and families each night and struggles to deal with overflow strategies to meet unprecedented increasing housing and case management needs. An estimated 700 to 1,000 unduplicated individuals were served in hotels/motels from January 2021 to December 2022; the Emergency Rental Assistance used to pay for these units ran out in November 2022. Tenants are being evicted as of January, 2023.

In 2021, there were an estimated 14,623 rental units needed for the Portland Metro Area; this demand is projected to increase to 15,064 units by 2026. The pent-up demand for affordable rental units is demonstrated by (1) the high average occupancy of 99% for LIHTC and subsidized properties; (2) the reported waitlists at affordable properties that exceeds 100 households or 2 years; and (3) 40% (or 13,892) of the current renter households in the Portland Metro Area are rent overburdened. In Portland, 47.7 percent of all housing units were built prior to 1939. Due to high demand and low supply of affordable housing, wait lists for many buildings are closed. Providers report that even with vouchers and assistance, units are difficult to obtain; therefore, increasing the number of units is critical.

The domestic violence resource center serving Cumberland County reports a gap in service of 396 beds (145 adults and 251 children). There is also a need for case managers, and connects to mental health or substance use support.

Formerly homeless people with both substance use disorder and mental illness are the most difficult to house permanently. Housing and increased case management is needed for those who have mental illness and substance use issues.

While the Cumberland County Consortium needs additional homeless diversion, rapid rehousing and rental assistance programs, without units to house people these programs will never be fully effective.

## HOME-ARP PRODUCTION HOUSING GOALS

**Estimated number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:**

Cumberland County HOME Consortium anticipates that at least 10 units of affordable rental housing units for qualifying populations will be directly produced with HOME-ARP funds. However, the investment of HOME-ARP funding is estimated anticipated to leverage production of additional units utilizing other private and/or public funding resources.

**Affordable rental housing production goal that the PJ hope to achieve and how the production goal will address the PJ's priority needs:**

The Cumberland County HOME Consortium will prioritize projects that are able to be developed quickly and that can operate with sufficient operating and supportive service dollars to meet the needs of tenants. As noted above, it is anticipated that at least 10 units of affordable rental housing units will be developed. The units developed with HOME-ARP funds will meet the City of Portland and Cumberland County Consolidated Plan Priorities to Increase Housing Availability and Affordability, Address the Needs of the Growing Homeless Population and Provide Services to Special Populations Including Victims of Domestic Violence, Homeless Persons and Persons with Disabilities.

## PREFERENCES

The City of Portland / Cumberland County HOME Consortium does not plan to give preference to one or more qualifying populations or subpopulations for any eligible activity or project. If it is determined that the only viable project would require a preference, a substantial amendment, including the required public participation process will be submitted.

**Referral Methods**

At this time the City of Portland / Cumberland County HOME Consortium have not defined a referral method. A referral method will be defined during the RFP process for selecting projects, programs, or services.

**Limitations in a HOME-ARP Rental Housing or NCS Project**

At this time the City of Portland / Cumberland County HOME Consortium has no intention to limit eligibility for a HOME-ARP rental housing or NCS project.

## HOME-ARP REFINANCING

At this time the City of Portland / Cumberland County HOME Consortium has no intention to refinance existing debt secured by a multifamily rental housing that is being rehabilitated with HOME-ARP Funds.

## Cumberland County HOME Consortium, HOME-ARP Allocation Plan

### Appendix A: Consultation Participants, Survey Respondents and Written Comments

**The Cumberland County HOME Consortium thanks the following individuals and organizations for their participation.**

***Public Agencies that Address the Needs of Qualifying Populations:***

| | |
|---|---|
| Awa Conteh | City of Bangor Public Health and Community Services |
| Chelsea Hoskins | City of Portland Family Shelter |
| Aaron Geyer | City of Portland Social Services |
| David Richmond | Maine Bureau of Veterans Services |
| Susan Gagnon | Maine Department of Corrections |
| Alice Preble | Maine Department of Health and Human Services |
| Ginny Dill | Maine Department of Health and Human Services |
| Sara Wade | Maine Department of Health and Human Services |
| Stacy Keenan | Maine Department of Health and Human Services |
| Amelia Lyons | Maine Department of Education |
| Leah Bruns | Portland Housing Authority |
| Arwen Agee | Veterans Administration |
| Jason Carter | Veterans Administration |
| Susan Sampson | Veterans Administration |
| Wendy Thomas-Blais | Veterans Administration |
| Sharon Jordan | Wabanaki Public Health Services |

And all the Community Action Agency participants listed in the meeting titled Developers/Community Action Agencies, and in the meeting titled Emergency Shelter Assessment Committee.

***Public or Private Organizations that Address Civil Rights and Fair Housing:***

| | |
|---|---|
| Bill Higgins | Homeless Advocacy for All |
| Susan Randall | Homeless Advocacy for All |
| Kate Easter | Maine Coalition to End Domestic Violence |
| Frank D'Alessandro | Maine Equal Justice Partners |
| Ben Martineau | Homeless Voices for Justice |
| Cheryl Hawkins | Homeless Voices for Justice |
| Leana Amaez | Maine Department of Health and Human Services |
| Fatima Saidi | Maine Immigrant Rights |
| Gia Drew | Equality Maine |
| Rachel Talbot Ross | Maine Black Caucus |

***Public/Private Organizations that Address the Needs of Persons with Disabilities:***

| | |
|---|---|
| Brianne Brasset | Community Health and Counseling Services |
| Meredith Smith | Community Health and Counseling Services |
| Sarah Derosier | Community Health and Counseling Services |
| Vickey Rand | Community Housing of Maine |
| Cullen Ryan | Community Housing of Maine |
| David McCluskey | Community Care |
| Tracey Allen | Kennebec Behavioral Health |

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| Rich Romero | OHI |
| Charlotte Rogers | Peabody Center |
| Katie Rutherford | Peabody Center |
| John Wiinikka | Peabody Center |
| Jill Grazia | Shalom House |
| Norm Maze | Shalom House |
| Paul Linet | 3iHOME |
| Travis Drake | Volunteers of America Northern New England |
| Nicole Frydrych | Volunteers of America Northern New England |
| Rich Hooks Wayman | Volunteers of America Northern New England |
| Tyra Parker | Volunteers of America Northern New England |
| Benjamin Strick | Spurwink Services |

| *Meeting Focus / Qualified Populations Served* | *Date* | *Attendees* |
|---|---|---|
| Maine Shelter Network | 10-19-2021 | Lauren Bustard, Betty LaBua, Steve McDermott (MaineHousing), Boyd Kronholm (BAHS), Jessica Wilson (City of Lewiston), Jenifer Needham, Chris Bicknell (New Beginnings), Kari Bradstreet (Hope and Justice Project), Jenny Stasio (Through These Doors), Noelle Coyne (Safe Voices), Terence Miller (Preble Street), Katie Spencer White (MMHS), Josh D'Alessio (PCHC), Victoria Volent (City of Portland), Mark Swan (Preble Street), Janice Daku (RCAM), Stephanie Primm (KCHC), Joe McNally (Milestone Recovery), Tracy Hair (HOME, Inc.), Kristin Styles (Cumberland County) |
| Maine Continuum of Care | 10-21-2021 | Abigail Smallwood (City of Biddeford), Ali Lovejoy, Erin Kelly, Dan Hodgkins (Preble Street), Alice Preble (Maine DHHS), Amelia Lyons (Maine Dept. of Ed.), Awa Conteh (City of Bangor), Meredith Smith, Sarah Derosier, Brianne Brasset (CHCS), Bill Higgins (Homeless Advocacy for All), Boyd Kronholm (BAHS), Bridge Semler, Chris Bicknell (New Beginnings), Christina Dingus, Lauren Bustard, Kelly Watson, Tara Hembree, Scott Tibbitts, Mike Shaughnessy Paula Weber, Betty LaBua (MSHA), Cullen Ryan, Vickey Rand (CHOM), David McCluskey (Community Care), Donna Kelly (Waldo CAP), Stephanie Primm (Knox County Homeless Coalition), Emily Flinkstrom (Fairtide), Ginny Dill (Maine DHHS), Janice Daku (RCAM), Janice Lara H (CC Maine), Jill Grazia (Shalom House), Joe McNally (Milestone Recovery), Josh D'Alessio (PCHC), Kari Bradstreet (HJP), Susan Randall (Homeless Advocacy for All), Katie Spencer White (MMHS), Kelsea Vincent (YAB), Victoria Volent, Aaron Geyer, (City |

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|---|---|---|
| | | of Portland), Marcie Dean (Next Step), Melanie Beaulieu (FVP), Molly Sirios (BOL), Noel Thibodeau (NHFW), Noelle Coyne (Safe Voices), Norm Maze (Shalom House), Rebecca Hobbs (TTD), Rebekah Paredes (NHFW), Rich Romero (OHI), Rota Knott (Tedford House), Sara Wade (Maine DHHS), Lisa McLaughlin (HSA), Sharon Jordan (Wabanaki Public Health Services), Susan Gagnon (Maine DOC), Tracy Allen (KBH), Melissa Mcentee (RGH), Tyra Parker (VOANNE), Whitney Files (Knox County Homeless Coalition), Kelly Walsh (TTD), Kate Easter (MCEDV) |
| Advocates and People with Lived Experiences | 10-22-2021 | Lauren Bustard, Denise Lord, Betty LaBua, Steve McDermott (MSHA), Frank D'Alessandro (MEJP), Cheryl Hawkins (HVJ), Bill Higgins, Susan Randall (Homeless Advocacy for All), Ben Martineau (HJV), Victoria Volent, Heidi McCarthy (City of Portland), Anna Brewer (Preble Street), Jessica Wilson (City of Lewiston), |
| Developers/Community Action Agencies | 10-27-2021 | Heidi Leblanc, Jason Bird (Penquis), Denise Lord, Steve McDermott, Lauren Bustard, Paula Webber, Mark Wiesendanger, Betty LaBua (MSHA), Josh D'Alessio (PCHC), Ben Strick (Spurwink), Theresa Dow-Oleary, Jason Parent (ACAP), Shawn Yardley (Community Concepts), Barbara Crider (YCCAC), Donna Kelley (Waldo CAP), Claire Berkowitz (MMCA Corp), Mary Davis (City of Portland), Lincoln Jeffers (City of Lewiston), Zak Maher (City of Auburn), Rick Hooks Wayman (VOANNE), Boyd Kronholm (BAHS), Nate Libby, Megan Parks (Community Concepts), Deb Johnson (DEC), Sayre Savage (Four Directions Development), Bobbi Harris (Downeast Community Partners) |
| Homeless Veterans Action Committee | 11-2-2021 | Nicole Frydrych, Brian Bouthot (VOANNE), Arwen Agee, Jason Carter, Wendy Thomas-Blais, Susan Sampson (VA), Amy Holland, Dennis Michaud, Ray Michaud, Tom Pangborn (Veterans, Inc.), April Reed, Mary Wade, Lauren Bustard, Betty Labua (MSHA), Ellie Espling (Senator Susan Collins' Office), Heidi McCarthy (City of Portland), Dan Hodgkins (Preble Street), Kristin Styles (Cumberland County), David Richmond (Maine Bureau of Veteran's Services), Kim Rohn (Representative Jared Golden's Office), Bill Higgins (Homeless Advocacy for All), Mary Davis (City of Portland) |
| Public Housing Authorities | 11-5-2021 | Marty Szydlowski (Auburn Housing), Amanda Olsen (Augusta Housing), Mike Myatt (Bangor Housing), Deb |

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| | | Keller (Bath Housing), Lisa Plourde (Caribou Housing), Stacey Michaud (Ft Fairfield Housing), Chris Kilmurry (Lewiston Housing), Cheryl Sessions (Portland Housing), Chris Kilmurry (Presque Isle Housing), Laurie Miller (Old Town Housing), Mike Hulsey (South Portland Housing), Chris LaRoche (Westbrook Housing), Lauren Bustard, Denise Lord, Betty LaBua (MSHA), Kristin Styles (Cumberland County), Mary Davis, Victoria Volent (City of Portland), |
| Emergency Shelter Assessment Committee (ESAC) | 12-16-2021 | Mike Guthrie (CoP FS), Mailyss Day (PHA), Ben Strick (Spurwink), Oliver Bradeen (Milestone Recovery), Vickey Rand, Cullen Ryan (CHOM), Hannah Brier, Dan Coyne (United Way), Brian Townsend (Amistad), Sara Michniewitcz (BNA), Ben Martineau, Jim Devine (HVJ), Norm Maze (Shalom House), Bill Higgins, Suzanne Randall (HA4All), Mary Cook (TOA), Ginny Dill (Office of Behavioral Health), Amy Geren (Portland Downtown), Terence Miller (Preble Street), Jenny Stasio (Through These Doors), Aaron Geyer, Adam Harr, Victoria Volent (City of Portland) |
| Maine Continuum of Care/Advocates for the Homeless/Maine Shelter Network | 1-11-2022 | Terrace Miller (Preble Street), Brian Townsend (Amistad), Amy Holland, Michelle Lamm (Greater Portland Family Promise), Benjamin Strick (Spurwink Services), Val Fitzgerald, Christine Fecko (The Opportunity Alliance), Wendy Harmon (Southern Maine Landlord Association), Mallyss Day (Portland Housing Authority), John Wiinikka (Peabody Center), Vickey Rand (Community Housing of Maine), Chelsea Hoskins (City of Portland) |
| Developers and Advocates for Public Housing | 1-14-2022 | Martha Stein (Hope Acts), Charlotte Rogers, Lorena Delcourt, Katie Rutherford (Peabody Center), Paul Linet (3iHOME), Nathan Szanton (The Szanton Company), Betsey Remage Healey (HomeStart), Robyn Wardell, Brian Kilgallen (Community Housing of Maine), Brian Sites (VOANNE), Rebecca Hatfield, Nathan Howes (Avesta), Brian Eng (Maine Cooperative Development Partners), Tara Hill (Habitat for Humanity), Laura Reading (Developers Collaborative), Jay Waterman (Portland Housing Authority), Tim Wells (Greater Portland Community Land Trust), James Vincent (Pharos House) |
| Publicly noticed meeting facilitated by the Cumberland County HOME Consortium | 2-8-2022 | Will Quenga, Nicole Hanson (Maine Prison Re-Entry Network), Jim Hall, Priscilla Bitencourt (Homeless liaison for Portland Public Schools), Frank Sanfilippo, Brian Eng, Liz Trice (Maine Cooperative Development Partners), Rob |

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| | | Korobkin (Courage House), Susannah Sanfilippo, Tim Wells (Greater Portland Community Land Trust), Sarah Michniewicz (President of Bayside Neighborhood), Christopher Stjohn, Christian MilNeil, Tobin Williamson, Mufalo Chitam (Maine Immigration Rights Coalition), Janice Murphy, Travis Drake (VOANNE), Karin Martin, Lado Lodoka (Center for Preventing Hate), Erin Kelly (Dir. Of Homeless Youth and Young Adult Svc), Lolan Lyne, Poppy Arford (Maine State Representative), Sean Murphy, Frank Rios, Erin Gorham, Juliana Bean, Kelly Fowler |
| **Providers of emergency shelter, transitional shelter, permanent supportive housing, and safe havens.** | October 2022 through January 2023 | Rota Knott (Tedford Housing), Jenny Stasio (Through These Doors), Mary Wade, Scott Tibbitts (MaineHousing), Leah Bruns (Portland Housing Authority), Andrew Bove (Preble Street), Kyra Walker (Community Housing of Maine), Aaron Geyer, Adam Harr, Ryan Gorneau (City of Portland), Joseph McNally, Tom Doherty (Milestone Recovery), Val Fitzgerald (The Opportunity Alliance), Norm Maze (Shalom House), Anne-Marie Brown (United Way of Southern Maine), Laura Hebert (Westbrook Housing Authority), Brooks More, Nicole Bernier (South Portland Housing Authority) |

## Appendix B – Public Outreach

## Original Public Notice in the February 3rd 2023 edition of the Press Herald

NOTICE OF PUBLIC HEARINGS and PUBLIC COMMENT PERIOD

Cumberland County Commissioner Meetings
Monday February 13, 2023 at 5:30pm
Monday March 13, 2023 at 5:30pm
142 Federal St, Portland, ME Cumberland County Courthouse Feeney Room

City of Portland
Housing & Economic Development Committee Tuesday February 21, 2023 at 5:30pm (remote)
City Council Monday, March 20, 2023 at 5:00 pm
389 Congress St, City Hall, Council Chambers or remotely as allowed in the City of Portland Remote Meeting Policy.

30 DAY PUBLIC COMMENT PERIOD
CITY OF PORTLAND, MAINE / CUMBERLAND COUNTY HOME CONSORTIUM
February 6, 2023 to March 8, 2023
389 Congress Street, Portland City Hall, Room 312

HOME-ARP ALLOCATION PLAN, Funding available $3,594,143

The City of Portland and the County of Cumberland will each hold two public hearings to consider the HOME-ARP Allocation Plan outlining the use of funds received by the Cumberland County HOME Consortium from the U.S. Department of Housing and Urban Development (HUD). Public comments on the proposed Plan will be accepted in writing or verbally from February 6, 2023 to March 8, 2023. To submit written public comment for the public hearing, please send an email to VVolent@portlandmaine.gov by midnight on March 8. All submissions must include the commenter's name and legal address. Verbal public comments will be accepted during the Public Hearings held on the dates and times noted above or by calling 482-5028 during the 30-day public comment period.

The primary objective of the HOME-ARP Allocation Plan is to outline a plan for the provision of funding for homelessness and supportive services assistance under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12721 et seq.). The draft HOME-ARP Allocation Plan can be viewed at https://portlandmaine.gov/1203/Plans-and-Reports and https://www.cumberlandcounty.org/170/Reports-Plans starting on February 6, 2023.

Translation, interpretation, and other accommodations will be available for materials and meetings upon request.

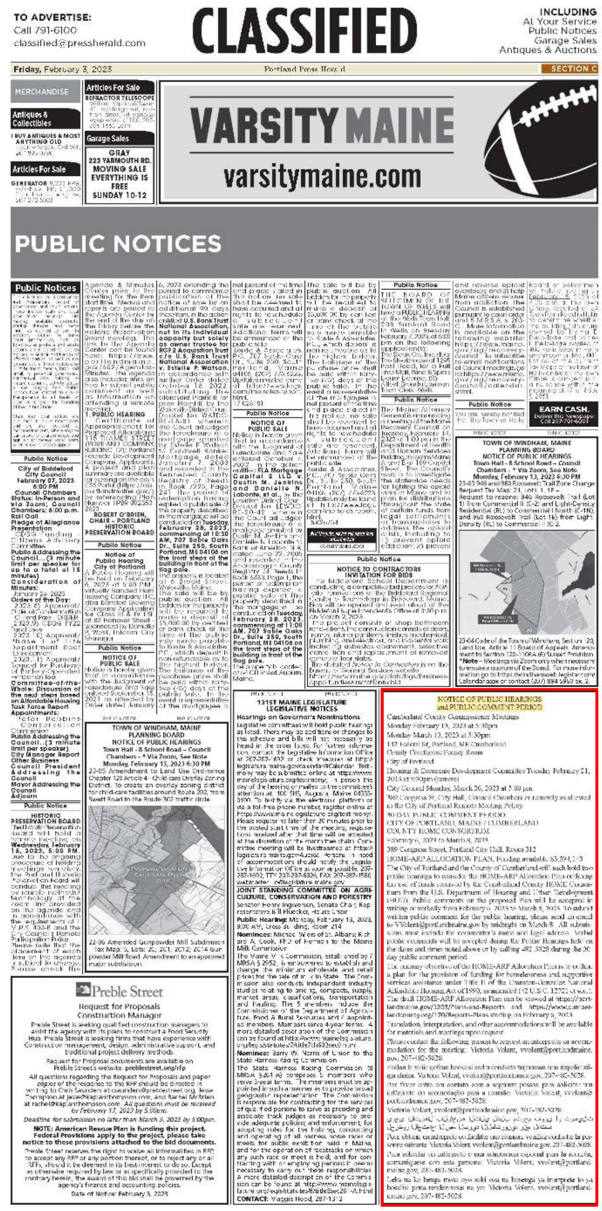
Please contact the following person to request an interpreter or accommodation for the meeting: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Fadlan la xiriir qofkan hoose si aad u condsato turjumaan ama tixgelin xiliga shirka: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Por favor entre em contato com a seguinte pessoa para solicitar um intérprete ou acomodação para a reunião: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028:

يرجى الاتصال بالشخص التالي لطلب مترجم فوري أو تسهيلات لحضور الاجتماع: الاسم، البريد الإلكتروني، رقم الهاتف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Friday, February 3, 2023 Portland Press Herald SECTION C

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PUBLIC NOTICES

# Corrected Public Notice in the February 7th 2023 edition of the Press Herald

CORRECTION

**NOTICE OF PUBLIC HEARINGS and PUBLIC COMMENT PERIOD**

**Cumberland County Commissioner Meetings**
Monday February 13, 2023 at 5:30pm
Monday March 13, 2023 at 5:30pm
142 Federal St, Portland, ME Cumberland County Courthouse Feeney Room

**City of Portland**
Housing & Economic Development Committee Tuesday February 21, 2023 at 5:30pm (remote)
City Council Monday, March 20, 2023 at 5:00 pm
389 Congress St, City Hall, Council Chambers or remotely as allowed in the City of Portland Remote Meeting Policy.

**30 DAY PUBLIC COMMENT PERIOD** – Correction
CITY OF PORTLAND, MAINE / CUMBERLAND COUNTY HOME CONSORTIUM
February 8, 2023 to March 10, 2023
389 Congress Street, Portland City Hall, Room 312

HOME-ARP ALLOCATION PLAN, Funding available $3,594,143

The City of Portland and the County of Cumberland will each hold two public hearings to consider the HOME-ARP Allocation Plan outlining the use of funds received by the Cumberland County HOME Consortium from the U.S. Department of Housing and Urban Development (HUD). Public comments on the proposed Plan will be accepted in writing or verbally from February 8, 2023 to March 10, 2023. To submit written public comment for the public hearing, please send an email to VVolent@portlandmaine.gov by midnight on March 10. All submissions must include the commenter's name and legal address. Verbal public comments will be accepted during the Public Hearings held on the dates and times noted above or by calling 482-5028 during the 30-day public comment period.

The primary objective of the HOME-ARP Allocation Plan is to outline a plan to help individuals and families who are homelessness or at risk of homelessness. The plan will include a proposed spending plan in these eligible areas: Administration and Planning; Development of Affordable Rental Housing; Supportive Services and Acquisition and Development of Non-Congregate Shelter.

The draft HOME-ARP Allocation Plan can be viewed at https://portlandmaine.gov/1203/Plans-and-Reports and https://www.cumberlandcounty.org/170/Reports-Plans starting on February 8, 2023.

Translation, interpretation, and other accommodations will be available for materials and meetings upon request.

Please contact the following person to request an interpreter or accommodation for the meeting: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Fadlan la xiriir qofkan hoose si aad u condsato turjumaan ama tixgelin xiliga shirka: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Por favor entre em contato com a seguinte pessoa para solicitar um intérprete ou acomodação para a reunião: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028:
يرجى الاتصال بالشخص التالي لطلب مترجم فوري أو تسهيلات لحضور الاجتماع: الاسم، البريد الإلكتروني، رقم الهاتف

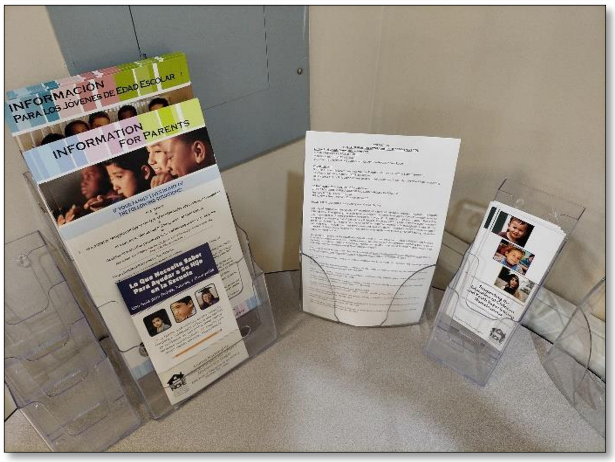
Pour obtenir un interprète ou faciliter une réunion, veuillez contacter la personne suivante: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

Para solicitar un intérprete o una adaptación especial para la reunión, comuníquese con esta persona: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

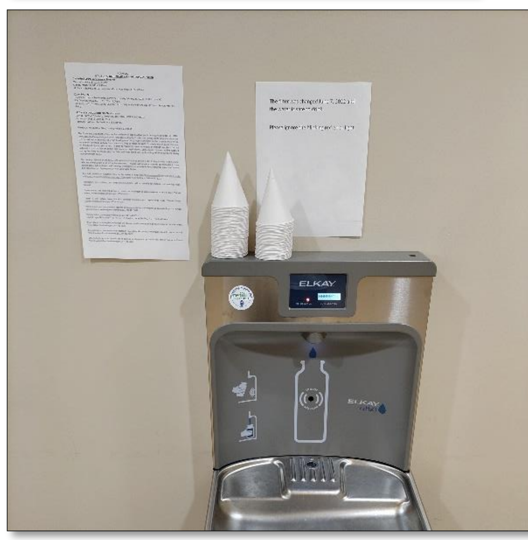
Leka na ko benga moto oyo soki oza na bosenga ya interprete to ya bosalisi pona rendez-vous na yo: Victoria Volent, vvolent@portlandmaine.gov, 207-482-5028.

<u>**Postings of Public Notice**</u>







**Public Engagement**

Promotion of public participation and community meetings:

**FOR IMMEDIATE RELEASE**
January 31, 2022
**MEDIA CONTACT**
Jessica Grondin
207.272.7885

**City & County Soliciting Feedback on Community Housing Needs**
*Feedback will help guide plans to put federal funds to use*

*PORTLAND, Maine* – On Tuesday, February 8, at 6:00 PM, the City of Portland and Cumberland County will co-host a public meeting to collect public feedback on reducing homelessness and increasing housing stability.

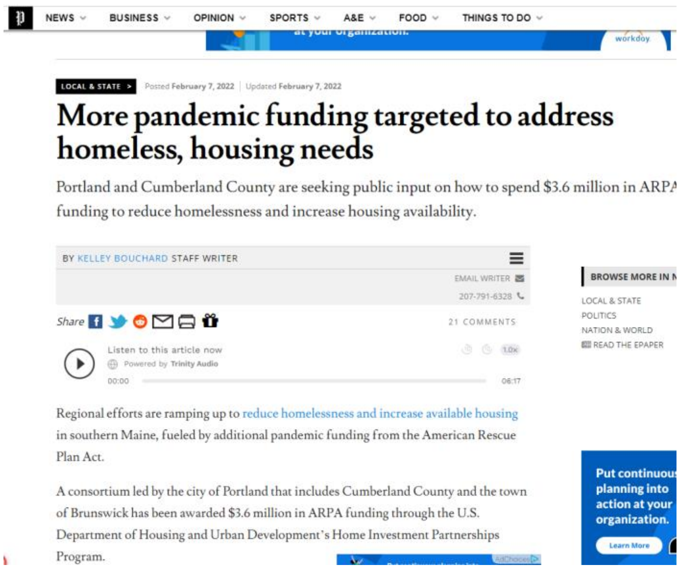
Cumberland County and the City of Portland have been awarded $3,500,000 in HOME-ARP funding to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. The funding must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in a vulnerable population.

Public input will help guide the plan's recommendations and is a vital element in assessing the needs of and gathering input from the community.

**Zoom Link:** https://us02web.zoom.us/j/82615536058
**Meeting ID**: 826 1553 6058
**Telephone Number:** 646-558-8656

February 7th, 2022 News Article:
https://www.pressherald.com/2022/02/07/more-pandemic-funding-targeted-to-address-homeless-housing-needs/

February 8th, 2022 Events Page:
https://www.pressherald.com/forecaster/forecaster-calendar/?_escaped_fragment_=/show/?start=2020-04-16#!/details/Soliciting-Feedback-on-Community-Housing-Needs/9873353/2022-02-08T18


NEWS BUSINESS OPINION SPORTS A&E FOOD THINGS TO DO

LOCAL & STATE > Posted February 7, 2022 | Updated February 7, 2022

# More pandemic funding targeted to address homeless, housing needs

Portland and Cumberland County are seeking public input on how to spend $3.6 million in ARPA funding to reduce homelessness and increase housing availability.

BY KELLEY BOUCHARD STAFF WRITER

EMAIL WRITER

207-791-6328

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21 COMMENTS

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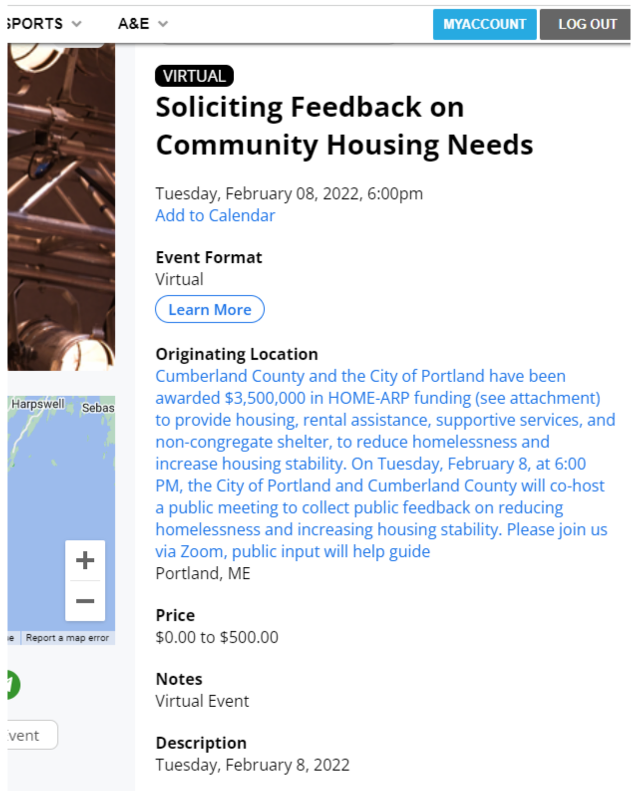
Regional efforts are ramping up to reduce homelessness and increase available housing in southern Maine, fueled by additional pandemic funding from the American Rescue Plan Act.

A consortium led by the city of Portland that includes Cumberland County and the town of Brunswick has been awarded $3.6 million in ARPA funding through the U.S. Department of Housing and Urban Development's Home Investment Partnerships Program.

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VIRTUAL

## Soliciting Feedback on Community Housing Needs

Tuesday, February 08, 2022, 6:00pm

Add to Calendar

**Event Format**
Virtual

Learn More

**Originating Location**
Cumberland County and the City of Portland have been awarded $3,500,000 in HOME-ARP funding (see attachment) to provide housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. On Tuesday, February 8, at 6:00 PM, the City of Portland and Cumberland County will co-host a public meeting to collect public feedback on reducing homelessness and increasing housing stability. Please join us via Zoom, public input will help guide
Portland, ME

**Price**
$0.00 to $500.00

**Notes**
Virtual Event

**Description**
Tuesday, February 8, 2022

## MEMORANDUM

**To:** **Housing and Economic Development Committee**

**From:** **Mary Davis, Interim Director Housing and Economic Development Department**
**Michael Goldman, Interim Corporation Counsel**

**Date:** **February 17, 2023**

**Subject:** **City-Owned Thames Street Property Purchase and Sale Agreement**

## I. AGENDA DESCRIPTION

The Committee is being requested to hold a public hearing to review and recommend the proposed Purchase and Sale Agreement (copy attached) for the remaining portion of City-owned property on Thames Street. Staff has been in negotiations for the Agreement and is now presenting it to the Committee for its recommendation of approval to the City Council.

## II. BACKGROUND

The City issued a Request for Proposals (RFP) (copy attached) under the past direction of the Housing and Economic Development Committee (HEDC) and City Council during 2021. One proposal was received to acquire this property, also attached.

## III. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is approval of the proposed Thames Street Property Purchase and Sale Agreement.

The proposed development would be a mixed-use multi-tenant office building for WEX. The development is consistent with the Eastern Waterfront Master Plan to support development along Portland's waterfront adjacent to WEX's headquarters on Thames Street, together with an existing second office building occupied by WEX and the Roux Institute located at 100 Fore Street.

## IV. STAFF ANALYSIS AND BACKGROUND

***Property Appraisal.*** The per square market value for this property is in the range of $40 to $42 dollars per "buildable square foot". The proposed 70,000 SF building is located on both the entire City property and adjacent Developer-0wned property. Also, an existing License Agreement limits the developable acreage of the City site, which also limits the value of the property. Therefore, it would not be possible to build a 70,000 SF building only on the City property. The market value for the land required for the 70,000 SF building is $2.8 - $2.94 million.

**Business Financial Terms Overview**

| CITY-OWNED THAMES STREET PROPERTY SALE TERMS | |
|---|---|
| **RFP Requirements** | **Negotiated Terms** |
| **Property Sale Price** | $1.1 million* |
| **Connector Road Value** | $1.2 million** |
| **Connector Road Sidewalk** | Cash contribution of $30,000*** |
| **Public Restroom in Building** | Cash contribution of $50,000 |
| **Easements for Mountfort Street Extension and Hancock to Connector Road and Mountfort Street Improvements** | Provided at no cost. A value of over $300,000 |
| **Free City Parking (5 spaces for 4 years) in 100 Fore and 167 Fore St, Garages** | $43,200 |
| **TOTAL Value to City** | **$2.69 million** |

* Original offer was $840,000.
**Original costs totaled $1.4 million and were reduced by the City Engineer.
***Developer is in the process of constructing this sidewalk so no cash contribution is needed. This amount is not included in the value calculations.

**PUBLIC BENEFITS**

- New construction to complete the Eastern Waterfront Master Plan.
- Constructing a third building for WEX.
- Easements for pedestrians through Mountfort Street Extension (from Thames to Fore Street) and Hancock Street to the Connector Road.
- Developer investment in Mountfort Street access road and sidewalks estimated to cost over $300,000.
- City ownership transfer of Connector Road and access to 13 on-street parking spaces.
- Cash for public restroom investment.
- Environmentally sustainable building and site.
- New commercial construction and quality jobs to generate an estimated **$170,000 a year in new property taxes** retained by the City in the Waterfront TIF District.

## V. RECOMMENDATION

City Staff recommend that the HEDC vote to recommend approval of the proposed Thames Street Property Purchase and Sale Agreement to the City Council.

VI. **FINANCIAL IMPACT**

There are no City financial incentives to support the proposed +/-70,000 SF mixed use office building which will house WEX as a primary tenant. This proposed property sale will net the City $1.15 million, including a cash contribution for public restrooms, five (5) free parking spaces for four (4) years, along with accepting ownership of the portion of Freedom Way which is privately owned.

Lastly, this new building, when complete, is estimated to generate $170,000 annually in new property taxes which will be reserved in the Waterfront TIF District for City Council approved City investment in eligible waterfront investments. ***City staff recommends that any financial appropriation actions associated with the net sale proceeds be handled separately from the City Council action on the Proposed Purchase and Sale Agreement.***

VII. **LIST ATTACHMENTS**

Proposed Purchase and Sale Agreement (PSA)
Thames Street Property Request for Proposals (included as Exhibit A in PSA)
Thames Street Property Proposal (included as Exhibit D in PSA)

**Created by:** Mary Davis and Michael Goldman
**Date:** February 17, 2023

# PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this ____ day of ___________, 2023 (the "Effective Date") by and between the **CITY OF PORTLAND**, a body politic and corporate located in Cumberland County, Maine (hereinafter referred to as "City"), and **144 FORE ST. OZ LLC,** a Maine limited liability company having a mailing address of One Portland Square, Suite 6A, Portland, ME 04101 (hereinafter referred to as "Buyer").

## RECITALS

WHEREAS, the CITY is the owner of approximately 42,569 square feet of land located at 0 Thames Street, Portland, Maine (the "Premises") and did advertise RFP #22021 dated September 24, 2021, entitled Request for Proposals, Sale of Remaining Portion of City Owned Thames Street Property, a copy of which is attached hereto as Exhibit A and made a part hereof (the "Request for Proposals") (the Premises is identified in the City's tax records as a portion of CBL 019 A002001 and is generally depicted on the diagram attached hereto as Exhibit B (the "Site Plan") and further described in Exhibit C, both Exhibits B and C being incorporated herein); and

WHEREAS, Buyer submitted a proposal dated October 21, 2021 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit D (the "Proposal")[1]; and

WHEREAS, the Proposal includes, among other things, the conveyance to the City of a private road and sidewalk known as Freedom Way as generally depicted on Exhibit B ("Freedom Way"), which is a portion of property that abuts the Premises and is currently owned by Buyer's affiliate, 100 Fore Street, LLC, and which the Buyer intends to purchase and then convey to the City for acceptance as a town way; and

WHEREAS, Buyer desires to purchase the Premises from the City, the City desires to convey the Premises to Buyer, Buyer desires to convey Freedom Way to the City for acceptance as a town way, and the City desires to obtain Freedom Way from Buyer and accept it as a town way, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE; CONSIDERATION.**
    a. City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement.

[1] Although the Proposal is attached to this Agreement as an exhibit, it is not incorporated into and made a part of this agreement. The City has not approved or agreed to the contents of the Proposal except to the extent specified in this Agreement.

b. The purchase price for the Premises shall be One Million, One Hundred and Fifty Thousand Dollars ($1,150,000.00) (the "Purchase Price").

c. In addition to the Purchase Price:

   i. Buyer shall convey to the City the real property comprising Freedom Way as generally depicted on Exhibit B and more particularly described in Exhibit E, including, without limitation, the road, sidewalk, and related fixtures, improvements, and infrastructure, which conveyance, however, shall contain (x) a reservation of rights until Freedom Way is accepted as a public way for Buyer and 100 Fore Street, LLC, and their successors and assigns, to access and use Freedom Way at no cost or expense, and (y) a reservation of rights for Buyer and 100 Fore Street, LLC to access, use, maintain, and repair, at their own cost or expense, and subject to the City's Technical Manual and applicable laws, regulations, ordinances, and rules, the fixtures, improvements, infrastructure and other utilities located within Freedom Way at the time of closing.

   ii. Buyer shall operate the Premises as a parking lot from the date of closing until the date that Buyer commences construction of the Project (as that term is defined below), which operation shall include the right for Buyer to charge any third parties for the right to park on the Premises at market rates determined by Buyer, in its sole discretion.

   iii. Buyer shall convey or cause to be conveyed to the City a public easement in form and substance satisfactory to the City for public access and utilities running generally west to east from Hancock Street to Freedom Way or City-owned property known as the Connector Road on, over, under, through and across the Premises and land owned by Buyer and/or its affiliate, 144 Fore St. LLC (hereinafter referred to as "144 Affiliate"), their successors and assigns, as generally depicted on Exhibit B and more particularly described in Exhibit F (the "Hancock Street Easement"). To the extent that all or a portion of the Hancock Street Easement area is located on the Premises, the City may, in its discretion, reserve such rights and easements in the deed conveying the Premises to the Buyer. Prior to obtaining a certificate of occupancy for the Project (as that term is defined below), Buyer shall make, or shall cause to be made by or with the permission of the owner of the burdened property, improvements to the Hancock Street Easement area as depicted and described in Exhibit B. To the extent that any conditions in the Planning Board's approval of a site plan for the development of the Premises or the property that is located westerly of the Premises known as 144 Fore Street and identified as Tax Map 19 Lot A-8 as shown on Exhibit B (the "144 Fore St. Property"), are contrary to Exhibit B, the Planning Board's approval will govern. Notwithstanding the foregoing, all improvements in

Hancock Street Easement area shall be consistent with the City's Technical Manual and all applicable laws, regulations, ordinances, and rules. Buyer's obligation to make, or cause to be made, such improvements to the Hancock Street Easement area shall survive the closing of this Agreement.

iv. Buyer shall convey or cause to be conveyed to the City a public easement in form and substance satisfactory to the City for public access (including access by motor vehicles) and utilities running generally north to south connecting Thames Street to the Public Access Easement granted by 100 Fore Street, LLC to the City dated April 10, 2019, recorded in the Cumberland County Registry of Deeds, Book 38299, Page 218 (the "100 Fore Street Easement"), on, over, under, through, and across the Premises and land owned by Buyer and/or 144 Affiliate, their successors and assigns, as described and depicted on Exhibit B and more particularly described in Exhibit G (the "Thames Street Easement"). To the extent that all or a portion of the Thames Street Easement area is located on the Premises, the City may, in its discretion, reserve such rights and easements in the deed conveying the Premises to the Buyer. Prior to obtaining a certificate of occupancy for the Project, Buyer shall make, or shall cause to be made by or with the permission of the owner of the burdened property, improvements to the Thames Street Easement area as depicted and described in Exhibit B. To the extent that any conditions in the Planning Board's approval of a site plan for the development of the Premises or the 144 Fore St. Property are contrary to Exhibit B, the Planning Board's approval will govern. Notwithstanding the foregoing, all improvements in Hancock Street Easement area shall be consistent with the City's Technical Manual and all applicable laws, regulations, ordinances, and rules. Buyer's obligation to make, or cause to be made, such improvements to the Thames Street Easement area shall survive the closing of this Agreement.

v. Buyer shall cause 100 Fore Street, LLC and 167 Fore Street LLC, or their successors or assigns, to execute an amendment (in substantially the form attached hereto as Exhibit H) to that certain May 26, 2021 Parking Agreement (the "Parking Agreement") between the City, 100 Fore Street, LLC, and 167 Fore Street LLC, which amendment will increase the number of parking spaces provided to the City under the Parking Agreement to 25 and extend the term of the Parking Agreement to four years after the Closing Date, as that term is defined below. A copy of the Parking Agreement is attached hereto as Exhibit I.

vi. In conjunction with Buyer's development of the Project, upon Buyer's receipt of all requisite permits and approvals for the Project, Buyer shall construct a brick sidewalk, at Buyer's sole expense, in accordance with the City's brick sidewalk construction requirements, along the portions of Thames Street, the Connector Road, and Freedom Way that abut the Premises (the "New Sidewalk"), as generally depicted on Exhibit B. Construction of the sidewalk shall be complete prior to Buyer's receipt of a certificate of occupancy for the Project. Buyer's obligations under this paragraph shall survive the closing of this Agreement. Prior to commencing construction of the New Sidewalk, the parties shall execute a standard City license agreement in substantially the form attached hereto as Exhibit J allowing Buyer and its contractors to enter onto City property with equipment and personnel to construct the New Sidewalk. Upon completion and acceptance of the New Sidewalk, title to the New Sidewalk shall automatically vest in the City of Portland without the need for a bill of sale or any other conveyance documents. Buyer's obligation to construct the New Sidewalk shall survive the closing of this Agreement.

vii. The City shall be entitled to recover all costs it incurs in enforcing the terms of Subsections (iii), (iv), and (vi) hereof regarding Buyer's obligations to improve the Hancock Street and Thames Street Easement areas and construct the New Sidewalk, including, without limitation, court costs and reasonable attorneys' fees. Buyer's obligations under this subsection shall survive the closing of this Agreement.

d. Buyer shall deposit with the City the sum of One Hundred Thousand Dollars ($100,000.00) (the "Deposit") within 3 business days after the full execution of this Agreement, which the parties agree will be held by the City in escrow as of the date of this Agreement, in a non-interest-bearing account. The Deposit shall be applied to the Purchase Price at closing but shall be fully refundable until closing, as further described herein; and

e. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

## 2. TITLE AND DUE DILIGENCE.

a. Due Diligence Period. Buyer and City will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on that day that is twelve (12) months after the Effective Date of this Agreement (the "Due Diligence Period") to complete any survey, environmental review, inspections, and title examinations. During the Due Diligence Period, the Buyer shall be responsible for applying for and obtaining any subdivision approval, plan approval and any other necessary approvals and permits for the Project (as defined in Section 10 herein) and as are required in connection with the conveyances contemplated by this Agreement.

b. Property Description. The legal descriptions to be contained in the deeds for the Premises (Exhibit C), the Thames Street Easement (Exhibit G), the Hancock Street Easement (Exhibit F), and Freedom Way (Exhibit E) are survey descriptions based upon the Site Plan (Exhibit B) that more specifically describes the Premises, the Thames Street Easement, the Hancock Street Easement, and Freedom Way.

c. Title Objections. Each party will have until closing to deliver to the other any written objections to title matters that affect the parties' intended use of the Premises, the Thames Street Easement, the Hancock Street Easement, or Freedom Way. Objections not made prior to closing will be deemed waived.

d. Option to Cure. In the event of a title objection, the non-objecting party will have the option, but not the obligation, to cure the objection and will notify the objecting party of its election within ten (10) business days after receipt of the objection. In the event that the non-objecting party elects to cure the objection, it will have thirty (30) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the non-objecting party does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to the other's reasonable satisfaction, the objecting party will have the option to (i) terminate this Agreement, in which case the Buyer will obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (ii) waive the objection and close, or (iii) undertake the cure of such objection at its own expense (in which case it shall have thirty (30) days to do so). If any objection and the time to cure the same shall exceed the Closing Date, then closing shall occur no later than ten (10) days after the objection is cured or the objecting party has elected to waive the objection.

e. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good, marketable and insurable title, free and clear of all encumbrances except (i) easements of record and easements described in this Agreement, (ii) zoning ordinances, and (iii) real estate taxes not yet due and payable. City specifically acknowledges and agrees that: (i) the Premises shall be conveyed to Buyer free and clear of any tenants, occupants, leases or other occupancy agreements. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

f. Buyer shall convey Freedom Way to City at the closing in fee simple by a quitclaim deed with covenant. Title shall be good, marketable and insurable title, free and clear of all encumbrances except (i) easements of record and easements described in this Agreement, (ii) zoning ordinances, and (iii) real estate taxes not yet due and payable. Buyer specifically acknowledges and agrees that: (i) Freedom Way shall be conveyed to the City free and clear of any tenants, occupants, leases or other occupancy agreements.

g. To the extent not reserved in the City's deed for the Premises, Buyer shall convey the Thames Street Easement and the Hancock Street Easement to the City in form and substance satisfactory to the City. Title to the easement areas shall be good, marketable and insurable title, free and clear of all encumbrances except (i) easements of record and easements described in this Agreement, (ii) zoning ordinances, and (iii) real estate taxes not yet due and payable. Buyer will cause any mortgagees or other parties holding liens on the easement areas to execute agreements consenting to the easements and subordinating their interests in their liens to the rights and easements granted to the City.

h. The parties shall exchange drafts of the deeds prior to the Closing Date and shall in good faith endeavor to agree on the form and substance of the deeds prior to the Closing Date.

**3. INSPECTIONS**.

a. Prior to closing, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, in its sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.

b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.

c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and general public liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars ($400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.

e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.

f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, then the City shall refund to Buyer the Deposit, if previously paid, without interest, within five (5) days after receipt of Buyer's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

**4. REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Premises is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Buyer shall be responsible for paying all taxes assessed on Freedom Way through the last day of the tax year during which Closing occurs. Any utilities for the Premises shall be prorated as of the closing. Buyer's fifty percent (50%) share of the Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed for the Premises and any expenses relating to Buyer's financing or closing shall be paid for by Buyer. The recording fee for the deed for Freedom Way shall be paid for by the City.

**5. DEFAULT AND REMEDIES.** In the event that Buyer defaults hereunder for a reason other than the default of the City, the City may terminate this Agreement and retain the Deposit, and neither party shall have any further obligation to the other. In the event that Buyer defaults on any matters addressed in this Agreement that survive Closing, City may pursue all available legal and equitable remedies, except as otherwise expressly stated in Section 10 herein. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to a return of its Deposit.

6. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement and receive a refund of the Deposit without interest, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. The risk of loss or damage to Freedom Way by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the Buyer. Freedom Way is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Buyer is not able to deliver Freedom Way as stated, City may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

7. **PROPERTY SOLD "AS IS, WHERE IS**." Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein. City acknowledges that City has had an opportunity to inspect Freedom Way, and to hire professionals to do so, and that Freedom Way will be conveyed "as is, where is" and "with all faults." Buyer and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of Freedom Way, or as to the fitness of Freedom Way for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of Freedom Way. Acceptance by City of the deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by Buyer of every agreement and obligation contained herein, except for matters that survive closing.

**8. <u>ENVIRONMENTAL INDEMNIFICATION</u>**. Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed to the Premises and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.

**9. <u>CLOSING</u>**. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's counsel at a time agreeable to the parties on or before the day that is 30 days after the expiration of the Due Diligence Period hereof (the "Closing Date"). At the Closing:

a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and marketable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein, along with an assignment from the City to Buyer of any existing state, federal, and local permits and approvals for the Premises, including, but not limited to, any site location of development permits for the Premises, to the extent such permits exist and are assignable by law and by their terms.

b. Buyer shall deliver the balance of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City); and

c. Buyer shall execute, acknowledge, and deliver to the City a quitclaim deed with covenant for Freedom Way conveying to City good and marketable and insurable title to Freedom Way, free and clear of all encumbrances except as otherwise set forth herein.

d. Buyer shall execute, acknowledge, and deliver to the City the Hancock Street Easement and the Thames Street Easement, except to the extent that the City reserves such easements in the deed to the Premises.

e. The parties shall execute an amendment to the Parking Agreement in substantially the form attached hereto.

f. Each party shall deliver to the other such other documents, certificates, subordination agreements, and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.

g. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting to closing and executing documents on behalf of Buyer are authorized to do so.

10. **BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY**. Buyer agrees, within twelve (12) months after Closing, to commence construction (the "Construction Start Period") of a multitenant use commercial office building project with at least seventy thousand (70,000) square feet on the Premises, of which approximately 46,000 square feet shall be leased to WEX as generally described in the Proposal (the "Project"). For purposes of this Agreement, "commence construction" means physically undertaking significant construction activity pursuant to a fully executed construction contract between Buyer and a contractor for the complete construction of the Project. Buyer agrees to diligently pursue all permits and approvals for the Project. If Buyer fails to commence construction of the Project in the Construction Start Period, the City shall have the right as its sole remedy, but not the obligation, to repurchase the Premises at the Purchase Price free and clear of all encumbrances, and the City must exercise such repurchase right by providing notice to Buyer (the "Repurchase Notice") within six (6) months after the end of the Construction Start Period and must close on the repurchase of the Premises no later than thirty (30) days after providing the Repurchase Notice, and upon such repurchase, Buyer shall transfer fee in the Premises to the City free and clear of all encumbrances; it being the intent hereof, however, that so long as Buyer diligently commences construction within the Construction Start Period, then the Buyer shall be deemed to have satisfied its obligations under this Section 10 and the City shall have no right to repurchase the Premises. Should the City exercise its right to repurchase the Premises pursuant to this paragraph, then, to the extent that the Premises are encumbered by any mortgages, leases, licenses, or other encumbrances not expressly permitted under this Agreement, Buyer shall cause the same to be discharged at its own expense prior to conveying the same to the City. Notwithstanding the foregoing, if Buyer commences construction after the Construction Start Period has lapsed but before the City provides the Repurchase Notice to Buyer, then the Buyer shall still be deemed to have satisfied its obligations under this Section 10 and the City shall have no right to repurchase the Premises or to pursue any legal or equitable remedies for Buyer's delay in commencing construction after the Construction Start Period. Upon Buyer having satisfied its obligations under this Section 10, if requested by Buyer, the City shall execute a release or other reasonable documentation requested or required by Buyer or by Buyer's lender or title company, in form reasonably satisfactory to the City, confirming in writing such satisfaction of Buyer's obligations under this Section and releasing any claims that the City has to repurchase the Premises pursuant to this Section 10. The provisions of this section will survive closing and will be included in greater detail in the City's deed to Buyer or in a declaration of covenants, conditions

and restrictions executed before or at the time of closing, which shall be recorded in the Cumberland County Registry of Deeds.

11. **ENTIRE AGREEMENT**. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Premises hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

12. **NON-WAIVER**. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

13. **HEADINGS AND CAPTIONS**. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

14. **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

15. **TIME**. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

16. **GOVERNING LAW**. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

17. **NOTICE**. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

| | |
|---|---|
| **FOR THE City**: | City of Portland<br>ATTN: City Manager<br>389 Congress Street<br>Portland, ME 04101 |

| | |
|---|---|
| With a copy to: | The Office of the Corporation Counsel at the same address. |
| **FOR Buyer**: | 144 Fore St. OZ LLC |
| With a copy to: | Bernstein Shur<br>Attention Hawley R. Strait, Esq.<br>100 Middle Street<br>P.O. Box 9729<br>Portland, Maine 04104-5029 |

**18.** **SIGNATURES; MULTIPLE COUNTERPARTS**. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

**19.** **BROKERS**. Buyer shall pay its broker at closing a brokerage commission, and also at closing cause to the fully paid any broker which performed services for WEX and which could a place a proper and true lien on the Premises. The City represents that it has not dealt with a real estate broker of its own in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should the assumptions and representations in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

**20.** **ASSIGNMENT**. Buyer shall have the right, prior to closing, without the need to obtain the consent of the City, to assign this Agreement to an affiliated entity to take title to the Premises, provided that the assignee assumes all of Buyer’s obligations under this Agreement.

*Signature page follows.*

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**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first written above.

**CITY OF PORTLAND**

____________________ __________________________________
WITNESS Danielle P. West
Its Interim City Manager

**144 FORE ST. OZ, LLC**

___________________________ ___________________________
WITNESS Jonathan Cohen
Its Manager

The undersigned 144 Fore St. LLC has seen, consents to, and joins in this Purchase & Sale Agreement on this ________ day of ______________________, 2023:

**144 FORE ST. LLC**

___________________________ ___________________________
WITNESS Name:
Its Manager

Approved as to Form:

__________________________________
Corporation Counsel's Office

Approved as to Funds

__________________________________
City Finance Director

EXHIBIT A

Copy of Request for Proposals

**City of Portland, Maine**

**Request for Proposals**

**"Sale of Remaining Portion of City Owned Thames Street Property"**

**RFP #22021**

## NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals related to the "Sale of City-Owned Thames Street Property," as specified herein. Proposals addressed to the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, shall be submitted electronically to bidsubmit@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until **3:00 p.m., Thursday, October 21, 2021** at which time they will be opened and read. Proposals can also be submitted via USPS, UPS or FedEx to the address listed above. In-person submission is not currently allowed due to City Hall being closed to the public. All proposals shall be held open to acceptance for ninety days from opening.

Copies of the above documents will be available by contacting the City of Portland Purchasing Office either via e-mail at jrl@portlandmaine.gov, or phone (207) 874-8654. Each prospective bidder will be required to obtain from the City each copy of the proposal forms.

Proposals that are late, unsigned or submitted via fax shall not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions **must** be submitted in writing to the Purchasing Office. Questions may be mailed, faxed to (207) 874-8652 or e-mailed to slchapin@portlandmaine.gov and must be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and cannot be relied upon by proposers. Proposers cannot have contact with any City staff with regard to this Request for Proposals except to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated agreement, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is," in its existing condition, with no warranties to be expressed or implied*. The City makes no representations or warranties about any of the information about the property set forth herein, which is provided to proposers for their convenience only. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statements as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitations, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission. The property will be conveyed by quitclaim deed without covenant.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

## CONFIDENTIALITY

The City of Portland is subject to Maine's Freedom of Access Act (FOAA). Under this law, the City is required to make public information that we receive in the solicitation of proposals. FOAA does, however, have exceptions applicable to certain confidential information. In the event that you believe that the proposal you submit contains any confidential information, you must submit such information in a separate sealed envelope to the City along with your sealed proposal. The outside of this envelope must clearly be marked "Proprietary information/confidential." Such confidential information will only be reviewed by Portland City officials, and only on a "need to know" basis. The City will not disclose such information to a third party, unless it determines that such disclosure is required by law. Prior to disclosing such information, the City will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. The City will not be liable to any proposer or any third party for any disclosure of confidential information.

## RESERVATION OF RIGHTS

The City reserves the right, at its sole discretion, to reject any and all proposals for the property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the city may extend deadlines and timeframes, as needed. The City Council may accept any proposer's proposal, and negotiate a purchase and sale agreement with that proposer even if the proposer does not receive the highest score from the Evaluation Committee.

The City reserves the right to substantiate any Proposer's qualifications, capability to perform, availability, past performance records and to verify that the proposer is current in its financial obligations to the City.

The City reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and to reject any and all proposals, should it be in the best in the best interest of the City to do so.

Samantha L. Chapin
September 24, 2021 Purchasing & Controls Manager

# PROPOSAL FORM
## "Sale of Remaining Portion of City Owned Thames Street Property"
## RFP #22021

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: ______________

COMPANY NAME: ____________________________________________________________

AUTHORIZED SIGNATURE: ____________________________________________________

DATE: ________________________________________

PRINT NAME & TITLE: ________________________________________________________

ADDRESS: __________________________________________________________________

E-MAIL ADDRESS: __________________________________________________

PHONE NUMBER: ______________________ FAX NUMBER: ________________________

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, INDIVIDUAL, OTHER:

____________________________________________________________________________

STATE OF INCORPORATION OR OGANIZATION, IF APPLICABLE:

________________________

FEDERAL TAX IDENTIFICATION NUMBER (Required): ___________________________

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Purchase Price: ___________________________________ (Points Award Basis)

## INTRODUCTION

The Eastern Waterfront Master Plan (EWMP) envisioned the build-out of the area establishing a new neighborhood based on a new street grid, with over a half-million square feet of additional office, retail and residential construction to be supported by additional structured parking. The full EWMP, including design guidelines, can be found here:
https://www.portlandmaine.gov/DocumentCenter/View/3391/Eastern-Waterfront--Master-Plan
The sale of a portion of the City-owned Thames Street property, through this Request for Proposals, will further the EWMP.

Use of additional land, either contiguous or non-contiguous to the City property being made available through this RFP, is encouraged in order to best fulfill the development goals described in the EWMP.

**Thames Street Property Overview**
The property the City is considering selling includes an approximately 24,500 square foot buildable parcel located along Thames Street between the Proposed Mountfort Street Extension and the New Connector Road, which is generally depicted on the attached map (the "Property").

**Existing Zoning Summary**
This property is located in the B-6 zoning district, which permits a variety of uses, including residential, office, retail and hospitality. The zoning allows heights of 45 feet as regulated by the B6 Building Height Overlay and Building Envelope Map (B6 Height Overlay.) As shown on the B6 Height Overlay, there are portions of the subject parcel - at the corners of Proposed Mountfort Street Extension and the New Connector Road intersections with Thames Street - that lie outside of the "Key Building Envelope" established within the Overlay. These areas are intended to preserve and create view corridors from public streets to the water. While not available for buildings, these areas may be used for landscaping, plaza space, outside dining, or other similar use.

The B6 Zone is additionally subject to Design Guidelines for the Eastern Waterfront.

***Note: All respondents are responsible for understanding zoning and other requirements for proposed projects prior to submission of proposal. Information included in this RFP is for convenience only, and, to the extent that the information included herein conflicts with applicable laws, rules, ordinances, and regulations, those laws, rules, ordinances, and regulations control. Full zoning requirements are contained in the City's Land Use Code: https://www.portlandmaine.gov/DocumentCenter/View/1080/Chapter-14-Land-Use-ReCode---Revised-3152021 and the latest B-6 height overlay is available here: https://www.portlandmaine.gov/DocumentCenter/View/4866/B6-Zone-Building-Height-Overlay***

**Site Utilities**
The selected developer(s) will be responsible for installing all required utilities (including but not limited to water, sanitary sewer, natural gas, electric, phone, and cable) to support development on the Property.

## SELECTION PROCESS

Proposals will be reviewed by a city staff Evaluation Committee that will score the proposals based upon the best opportunity for negotiating the highest quality and most appropriate use of the property. The highest scoring respondents to the RFP may be selected for an interview at the discretion of the Evaluation Committee. These firms may be re-scored after the Evaluation Committee has completed its interview process and reviews any additional information. The staff Committee's scoring will be forwarded to the Portland City Council Housing and Economic Development Committee for its deliberation and subsequent recommendation to the City Council. Any agreement for the sale or other disposition of the Property will be subject to the approval of the Portland City Council.

### <u>Key Proposal Goals</u> (3)

1. ***Private Sector Investment***. The city desires to further the build-out of private sector investment to meet City goals as outlined in the Eastern Waterfront Master Plan, economic development efforts, and community development goals.

2. ***Parking***. The majority of the Property should be utilized for development. The majority of any new structured parking, located within the Property, if needed, shall be surrounded by active uses and screened from view. All parking facilities, located in the Eastern Waterfront area (not on the Property) should be located within a reasonable walking distance from the Property. ***All proposals shall address City replacement parking needs and accommodate parking requirements for new proposed private investment.***

3. ***Future Streets (New Connector Road and Mountfort Street Extension)***. The area of the Mountfort Street Extension does not allow for new buildings, and is reserved for protection of public views and to retain the possibility of the future extension of the public street network. At this time, the City is not prepared to provide commitments to design and construct Mountfort Street Extension. However, all proposals should address the need for Mountfort Street Extension as a future public right-of-way to support proposed private investment on the Property, to provide for public space amenities and connectivity, and to help fulfill the goals of the EWMP on the portion of City property located between Mountfort Street Extension and the New Connector Road. A public easement has already been provided for a portion of the Mountfort Street Extension off of Fore Street, and the section that is associated with the subject parcel of this RFP shall be designed for compatibility with the public easement. Alternatively, ***creative approaches to meeting the goals of permeability, future easements and accessibility across this block will be considered.***

## GENERAL INFORMATION

1. **City Property Location:** Corner of Thames Street and New Connector Road (See attached

map.)

2. **General Dimensions:** Portion site under consideration for sale includes 24,500 +/- square feet.

3. **Current use:** Unimproved municipal parking lot.

4. **Condition of the Property at the time of sale:** The Property is within a B-6 Eastern Waterfront Mixed Zone and is being used as a municipal parking lot.

5. **Environmental Conditions:** The City of Portland does not have any specifics with regard to environmental conditions and makes no representations or warranties with respect to the environmental condition of the Property.

6. **License Agreement with adjacent property owner Jack Rabbit, LLC (copy attached):** The City acknowledges the existing License Agreement with Jack Rabbit, LLC which needs to be addressed with the sale of the Property.

7. **Road Extensions (Thames Street, New Connector Road and Possible Mountfort Street Extension):** See attached plan showing the area referred to as the Mountfort Street Extension. Proposals for improvements to the segment of Mountfort Street Extension included in the subject parcel, need to be designed, funded, and constructed by the future property owner.

## PROPOSAL REQUIREMENTS

1. All proposers shall signify, by signing the attached proposal form, that the proposer has read and understands all conditions concerning the development of the land being offered, as outlined in this request for proposals, and that the proposal is made in accordance with this request.

2. Each proposal submitted must specifically outline the proposed development or re-use of the Property and indicate the intended end use(s). At a minimum, the proposal shall include:

   - ***Site Concept Plan***. Concept for the proposed use of the Property including end use(s);

   - ***Project Timeline***. Timetable from beginning to completion of the development of the Property;

   - ***Future Mountfort Street Rights-of-Way***. Any future streets right-of-way needed and offer of property or easements, if applicable;

   - ***New Connector Road (from Fore Street to City Thames Street connection).*** Proposals should address the commitment to provide the City the necessary right-of-way for the privately owned portion of the New Connector Road for this to be accepted as a public street.

- ***Parking (located on the Property)***. Sale of Property will displace upwards of twenty-five (25) parking spaces utilized by City staff and others. Construction of suitable City "replacement parking" must be located within a reasonable walking distance in the Eastern Waterfront Area from the Property along with plans for all new parking to accommodate new private sector investment. A parking management plan shall be provided showing the proposed locations for all new parking options, including costs, to accommodate City replacement parking needs at no cost for twenty-five (25) City parking spaces. The parking management plan should address public access to parking, weekend/evening hour use of parking, and snow ban parking.

3. Each proposer must present the City with evidence of its financial ability to undertake and complete the project as outlined in its proposal.

4. Responses should include a clear demonstration of the proposer's ability to complete all elements of the project as described in the proposal including a description of the development team and past experience with similar projects, project readiness and timeframe for completion as evidenced by lease commitments or the like, and financial feasibility analyses detailing a development budget, operating pro-formas, and any other provided information.

5. If submitting by US Mail, FedEx, or UPS; submissions must include one paper copy, and one electronic copy.

6. Additional data, exhibits, statements, drawings, renderings of buildings, etc., are invited to insure a total understanding and proper evaluation of each proposal by the City.

**SELECTION CRITERIA (5)**

1. **Community Integration as Guided by the Eastern Waterfront Master Plan**
As described above, development proposals should be guided by the Eastern Waterfront Master Plan, which envisioned the build-out of over a half-million square feet of additional office, retail and residential construction. The B6 height overlay map includes requirements for connectivity as well as view creation and preservation at the Proposed Mountfort Street and New Connector Road Thames Street intersections. The B-6 Height Overlay also contains view splays that are meant to aid alignment of existing in new construction for maximum view protection and to aid in creating vibrant public spaces. Proposals should address these requirements. Additionally, the building site/building should incorporate climate change resilient design so the site can accommodate increasing inundation in the coming years. Any successful response to this Request for Proposals will fulfill those goals.

*Document link: [http://www.portlandmaine.gov/DocumentCenter/Home/View/3391-totheEasternWaterfrontMasterPlan](http://www.portlandmaine.gov/DocumentCenter/Home/View/3391-totheEasternWaterfrontMasterPlan)*

2. **Public Benefit to the City**

The City would like to obtain the most favorable public benefit associated with the sale of this property, and will rate proposals based upon that return. This will mean that a proposal will score higher as it ascribes the greatest value to the city-owned land and offers the greatest public benefit to the City. In addition, other factors could include, but are not limited to:

- **Net new jobs to the city.** The city desires to attract new full-time, quality (wage compensation, and access to benefits) jobs to the city. Proposals should include estimates of the numbers and types of full-time jobs associated with project private sector investment.

- **Future Possible Mountfort Street Extension Rights-of-Way.** Proposals should address the need for Mountfort Street Extension as a future public right-of-way to support proposed private investment on the City property, to provide for public space amenities and connectivity, along with all required utility easements and to fulfill the goals of the EWMP on the portion of City property located between Mountfort Street Extension and the New Connector Road. Alternative approaches to meeting the goals of permeability and accessibility across this block will be considered.

- ***New Connector Road (from Fore Street to City Thames Street connection).*** Proposals should address the commitment to provide the City the necessary right-of-way for the privately owned portion of the New Connector Road for this to be accepted as a public street.

- **One Public Restroom shall be included in the building concept design.** The selected Developer shall enter into an agreement with the City relating to the provision of a public restroom at the Project site on terms to be negotiated.

**3. Purchase Price**

The City expects to receive Fair Market Value ("FMV") for the property. A purchase price which is less than fair market value or any request for city support may result in a lower score.

**4. Additional Financial Benefit to the City**

In addition to purchase price, the City will consider other factors providing financial benefit to the City, including but not limited to:

- **Net new property tax revenue.** Estimates for the value of new private construction should be provided with each proposal. The City will review this information to determine an estimated total municipal assessed value for the proposed project and associated property taxes.

- **Parking.** The City replacement parking shall be located in the Eastern Waterfront Area (preferably not on the Thames Street property) to support City replacement parking and to provide opportunities for continued growth of the land side of the Eastern Portland Waterfront. A parking management plan shall be provided showing the proposed locations for all new parking and options including accommodating City replacement parking needs for upwards of twenty-five (25) City parking spaces at no-cost to the City. The parking management plan should address public access to parking, weekend/evening hour use of parking, and snow ban parking.

5. **Proposers Proven Capacity and Relevant Experience**
Responses should clearly demonstrate the proposer's ability to complete all elements of the project as described in the proposal including a description of the development team and past experience with similar projects, project readiness and timeframe for completion as evidenced by lease commitments or the like and financial feasibility analyses detailing a development budget, operating pro-forma, and any other provided information. The City will consider its experiences with any proposer's performance on prior projects in its evaluation of the proposals.

## EVALUATION CRITERIA

Subject to the Reservation of Rights as described herein below, the City Council Housing and Economic Development Committee will recommend to the City Council the proposal which in its judgment offers the best opportunity for negotiating the highest quality and most appropriate use of the property, even though such proposal may not contain the highest purchase price offered.

The criteria used for the rating of the Proposals by the Evaluation Committee will include:

1. Community Integration as Guided by the Eastern Waterfront Master Plan (25 Points)

2. Public Benefit to the City (25 Points)

3. Purchase Price (20 Points)

4. Additional Financial Benefits to the City (15 Points)

5. Proposers Proven Capacity and Relevant Experience (15 Points)

## <u>RFP Evaluation and Timeframe</u>

The following process will be used:

1. Upon closing of the Request for Proposal application period, all proposals will be reviewed for completeness.

2. All complete proposals will be reviewed under the scoring factors and preference guidelines as described herein. The proposal evaluation committee <u>**may**</u> confer with the applicants and/or third parties to clarify or verify information and request additional information for the purpose of allowing the evaluation committee to ask questions of the finalists and to further clarify any Proposer's written responses.

3. All complete proposals and scoring information will be forwarded to the City Council's Housing and Economic Development Committee for review and negotiation of a purchase and sale agreement assuming developer selection. The Committee <u>**may**</u> hold interviews with

any, all or none of the proposers. Upon successful negotiation of a purchase and sale agreement, the final recommendation will be forwarded to the full City Council for its review and approval.

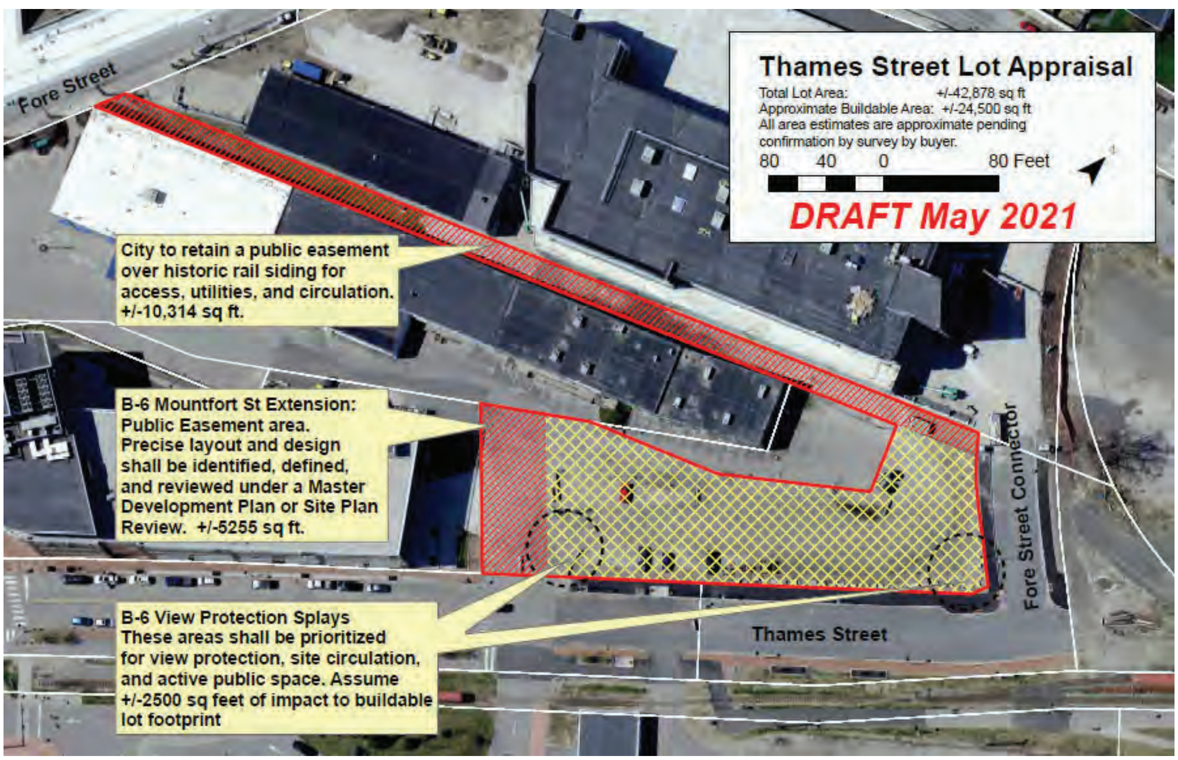
Proposers will be notified of the scoring results and all pertinent meeting review dates.

## LEGAL REQUIREMENTS

The Purchase and Sale Agreement for the sale of the Property will be executed only after satisfactory review and final approval by the City Council. At closing, the City shall convey the property by quitclaim deed. There will also be covenants that restrict the re-sale of the property, requires City Council approval of any new owners within a negotiated period of time, or allows the City to repurchase the property in the case of non-performance.

**Attachments**
A. Remaining City Thames Street Property Map
B. City and Jack Rabbit, LLC License Agreement

*Subject property site with new WEX office building and parking garage complex in the background*




*Subject site identified as 24,500 sf.*

## IDENTIFICATION OF THE REAL ESTATE

The subject property is located at the northwest corner of Thames Street and the Fore Street Connector in the Eastern Waterfront neighborhood. The subject consists of a hypothetical 24,500 sf. buildable parcel that represents a portion of a larger city-owned tax parcel referenced by the assessor's office as Map 19, Block A, Lot 2. The subject site currently consists of a gravel parking lot. The immediate subject neighborhood represents the epicenter of new development activity within downtown Portland.

# LICENSE AGREEMENT

**This LICENSE AGREEMENT** is made between the **City of Portland**, a body corporate and politic located at 389 Congress Street, Portland, Maine (hereinafter the "City"), and **JACKRABBIT, LLC**, a Maine limited liability company with a mailing address of 44 Oak Street, Portland, Maine, 04101 (hereinafter "Jackrabbit").

**WHEREAS,** the City and Jackrabbit each own property adjacent to Jackrabbit's building located at 144 Fore Street in the City of Portland, Maine; and

**WHEREAS,** the City wishes to have access to a portion the Jackrabbit's above-described property (hereinafter the "Jackrabbit Property"), and Jackrabbit wishes to have access to a portion of the City's above-described property (hereinafter the "City Property") for the purposes of vehicular traffic, travel and parking as described in the Agreement;

**NOW THEREFORE,** the City does hereby grant to Jackrabbit, its successors and assigns in ownership of the Jackrabbit Property, a revocable license to enter upon and to use the City Property for the purpose of vehicular traffic and travel, and Jackrabbit does hereby grant to the City, its successors and assigns in ownership of the City Property a revocable license to enter upon and use the Jackrabbit Property for the purpose of vehicular traffic, travel and parking, subject to the following terms and conditions:

1. **Location.** The City Property and Jackrabbit Property are described and delineated in Exhibit A, attached hereto and incorporated herein by reference.

2. **Use of City Property by Jackrabbit.** The City Property shall be used by Jackrabbit as shown on Exhibit A attached hereto for vehicular traffic, travel and minimal parking related to Jackrabbit's ownership and Jackrabbit's and his tenants' and invitees' use of Jackrabbit's building located at 144 Fore Street, only. All of Jackrabbit's parking shall be immediately adjacent to the building located at 144 Fore Street and at either end of the building, as shown on Exhibit A attached hereto. Vehicles shall not block the flow of traffic in the shared travel lane. Any vehicles that park on City Property not in accordance with this paragraph and do not display a City hang tag or permit will be subject to ticketing, booting and towing at the City's discretion. All use of the City's Property by Jackrabbit must be in compliance with state and federal law, and local ordinance, including but not limited to local land use ordinances.

3. **Use of Jackrabbit Property by the City.** The Jackrabbit Property shall be used by the City as shown on Exhibit A attached hereto for vehicular traffic, travel and parking related to the City's activities, including but not limited to providing parking for users of the Eastern Promenade Trail after 5:00 p.m. Monday through Friday and all day on weekends and holidays. All use of the Jackrabbit Property by the City must be in compliance with state and federal law, and local ordinance, including but not limited to local land use ordinances.

4. **Signage.** Jackrabbit agrees to post signs on or around its building located at 144 Fore Street, at its own expense, indicating that parking adjacent to the building is reserved for tenants and customers of the building.

5. **Maintenance.** Jackrabbit shall be responsible for maintenance and repair,

including snow plowing and removal, of the Jackrabbit property and the shared travel lane indicated on Exhibit A. City shall be responsible for maintenance and repair, including snow plowing and removal, of the City property.

6. **No Fees.** Jackrabbit shall be liable for no fees for its use of the City Property in accordance with this License Agreement, and the City shall be liable for no fees for its use of the Jackrabbit Property in accordance with this License Agreement.

7. **Event Revenue.** Jackrabbit shall retain any revenue from parking for special events only for parking spaces located on Jackrabbit property. The City shall retain any revenue from parking for special events for parking spaces located on City property.

8. **Insurance: City.** City is self insured and any claims which are the responsibility of the City under this agreement shall be covered by said self insurance fund.

9. **Insurance: Jackrabbit.** Jackrabbit shall procure and maintain throughout the term of this License Agreement, or provide through its contractor(s), comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars ($400,000) covering Jackrabbit's activities hereunder and naming the City as an additional insured thereon. In addition, Jackrabbit shall provide evidence of automobile liability insurance in said minimum amount, and workers compensation insurance in the statutory amount, if applicable. All contractors to Jackrabbit performing work under this License shall provide the City with evidence of the above insurance coverages with the City as an additional insured, and workers compensation and employers liability insurance in the statutory amounts which shall have an endorsement waiving subrogation against the City. Such contractor insurance may be in place of that required of Jackrabbit so long as it remains in effect and names the City as an additional insured.

Certificates evidencing such insurance policies shall be delivered to City and shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal.

All insurance policies hereunder shall be primary to any insurance, or self-insurance, maintained by City.

10. **Effective Date.** This License is effective as of the date of execution.

11. **Term.** This license shall have a term of ten (10) years and shall automatically continue for successive ten year periods unless the parties agree upon and establish functionally equivalent access to the Jackrabbit Property or the affected portion of it on terms similar to this Agreement as mutually agreed upon by Jackrabbit and the City. If the parties fail to agree, then on written notice from either party any dispute shall first be submitted to nonbinding mediation by a single mediator. If no mediation occurs or if no agreement is reached within 30 days thereafter, then on written notice from either party the dispute shall be submitted to arbitration, to a single arbitrator to be agreed upon within 20 days of the date on which the notice is served. If the parties cannot agree on a single arbitrator then on written notice from either part the dispute shall be submitted to a panel of three arbitrators and the notice shall specify the name and address of the person designated to act as an arbitrator on its behalf. Within 20 days after the service of such notice, the other party shall specify the name and

address of the person designated to act an arbitrator on its behalf. If the other party fails to notify the initiating party of the appointment of its arbitrator within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators so chosen shall meet within 15 days after the second arbitrator is appointed and if, by 30 days after the date of the appointment of the second arbitrator, the two arbitrators shall not agree upon a resolution of the dispute, they shall together appoint a third arbitrator. The three arbitrators shall meet and render a decision within 30 days after the date of the appointment of the third arbitrator. The decision of a majority of the arbitrators shall be final. All arbitrators appointed must be employed or active in the real estate industry, including without limitation, as managers, real estate brokers, bankers, attorneys, developers, investors or otherwise.

The party's shall share the costs of providing a functionally equivalent access equally, but if the City's proportionate share based on the original square footage of the portion of the access relocated on its land to all of the original square footage of the access from the City to Jackrabbit access is less, then it shall pay the lesser share.

**12. Termination.** In the event either party does not comply with the terms of this Agreement, the aggrieved party must first request the other party to cure the problem. In the event the problem is not cured within thirty (30) days, the party can terminate the Agreement upon thirty (30) days written notice.

Any notice of an Event of Default delivered pursuant section 12 of this license agreement must be sent by certified mail, return receipt requested to Jackrabbit at the address for Jackrabbit set forth above, or at such other address as Jackrabbit may provide to the City in writing from time to time. In addition following a notice sent to the City by certified mail, return receipt requested, by a party identifying itself as the holder of a mortgage on Jackrabbit's Property, the City shall concurrently send such mortgagee a copy of any notice of an Event of Default which the City sends to Jackrabbit.

Notwithstanding any other provision herein, in the event that a notice of an Event of Default is delivered to Jackrabbit pursuant to section 12 hereof, any mortgagee of Jackrabbit's Property who has identified itself to the City shall be entitled to cure such default within the time frames set forth above, and the City agrees to accept such performance by any such mortgagee of Jackrabbit's obligations hereunder.

In the event the adjacent Thames Street Lot, owned by the City, is redeveloped and the use of City Property by Jackrabbit pursuant to this Agreement presents an encumbrance to redevelopment of said lot, the City shall provide Jackrabbit and any mortgagee of Jackrabbit's Property who has identified itself to the City one (1) years notice of termination of this Agreement, provided that the City must provide functionally equivalent access to the Jackrabbit Property on terms similar to this Agreement in order for such notice of termination to be effective.

In the event the City takes by eminent domain proceedings a portion of the Jackrabbit Property necessary for a future extension of Mountfort Street, then this License shall terminate with respect to that portion of the License area necessary for such extension of Mountfort Street, and the City shall not be required to pay damages for such partial termination or for any increased value of the portion of the Jackrabbit Property so taken attributable to this License Agreement.

**12.No Interest in Land.** The City shall have no authority to modify or make any changes to the Jackrabbit Property subject to this License without the prior consent of Jackrabbit, and Jackrabbit shall have no authority to modify or make any changes to the City Property subject to this License without the prior consent of the City, provided that the parties hereby consent to the changes identified in the City's minor site plan approval issued on August 16, 2010.

13. This Agreement amends and restates in its entirety a prior License Agreement between the parties dated October 14, 2010.

Dated as of January 21st, 2011

**JACKRABBIT, LLC**

**By:** ______________________
**name:** Mike Marino
**its** Pres.

**CITY OF PORTLAND**

**By:** ______________________
**name:** Joseph E. Gray, Jr.
**its** City Manager

STATE OF MAINE
CUMBERLAND, ss.

January 21, 2011

PERSONALLY APPEARED before me the above named mike marino in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Barbara J Brewer
Notary Public/~~Attorney-at-Law~~
Print name: Barbara J Brewer

STATE OF MAINE
CUMBERLAND, ss.

January 21, 2011

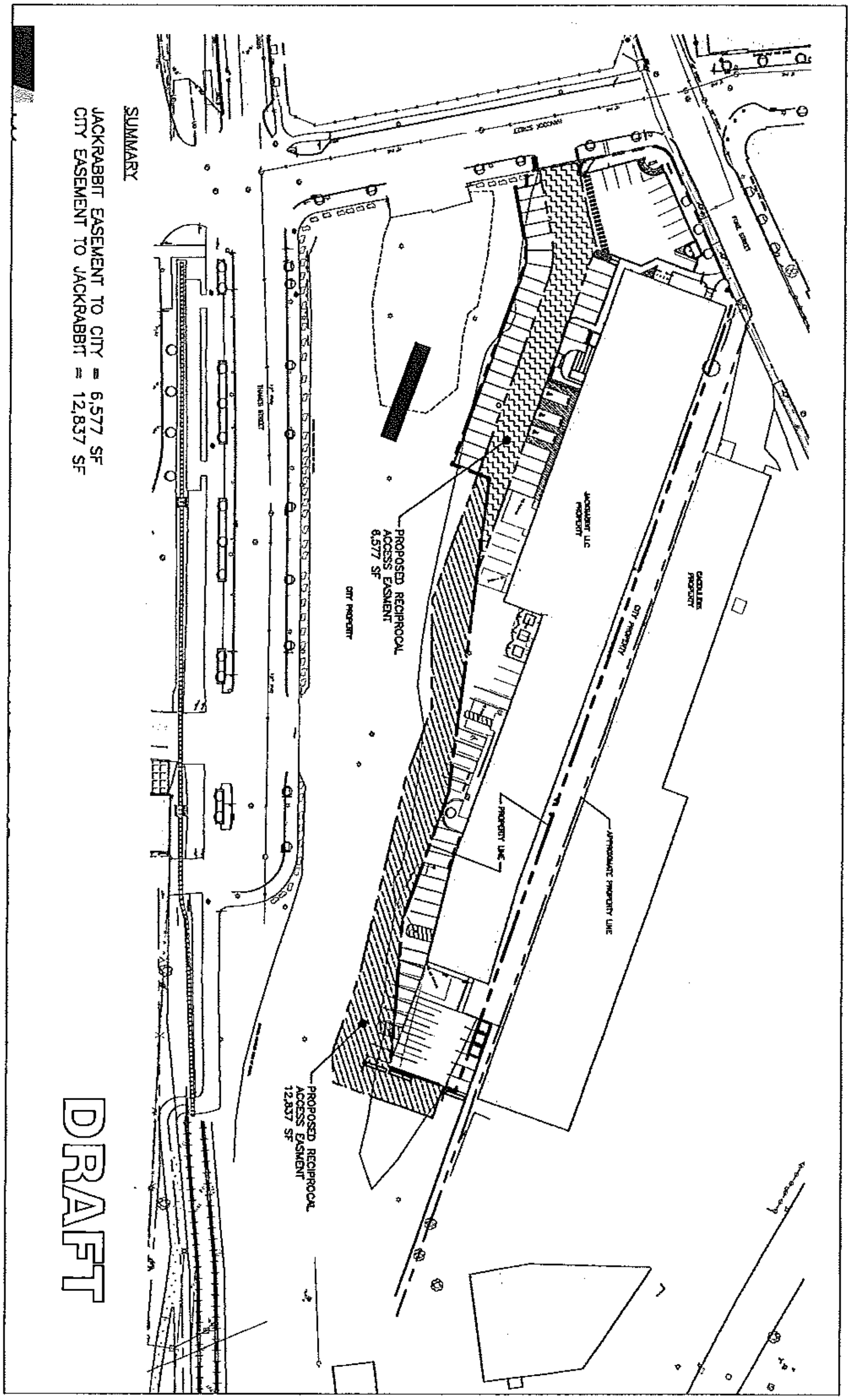
PERSONALLY APPEARED before me the above named Joseph E. Gray Jr. in his/her said capacity, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the City of Portland.

Sonia T. Bean
Notary Public/~~Attorney at Law~~
Print name:



SONIA T. BEAN
Notary Public, Maine
My Commission Expires January 10, 2017

Exhibit A


SUMMARY
JACKRABBIT EASEMENT TO CITY = 6,577 SF
CITY EASEMENT TO JACKRABBIT = 12,837 SF
PROPOSED RECIPROCAL ACCESS EASEMENT 6,577 SF
CITY PROPERTY
PROPERTY LINE
APPROXIMATE PROPERTY LINE
PROPOSED RECIPROCAL ACCESS EASEMENT 12,837 SF
DRAFT

# <u>EXHIBIT B</u>
Site Plan


## PLAN REFERENCES

1. CITY OF PORTLAND OCEAN GATEWAY PHASE 1 - MDOT PROJECT NO. 009215.00 BY WOODARD & CURRAN AS RECEIVED FROM CITY ARCHIVES, JANUARY 1, 2005.
2. BOUNDARY & TOPOGRAPHIC SURVEY ON HANCOCK & THAMES STREETS, PORTLAND, MAINE MADE FOR ARCHETYPE BY OWEN HASKELL, INC. JUNE 15, 2017 FILE 2017-145P.
3. BOUNDARY & TOPOGRAPHIC SURVEY, AT 144-152 FORE STREET, PORTLAND, MAINE, MADE FOR 144 FORE STREET LLC OZF, P.O. BOX 910, WESTBROOK, MAINE, BY OWEN HASKELL, INC., JAN. 6, 2022, JOB NO. 2021-350 P.
4. PROPOSED EASEMENTS, EXHIBIT A, COMMERCIAL OFFICE BUILDING, THAMES STREET, PORTLAND, MAINE, DATED AUG. 31, 2022, BY GORRILL PALMER.

U:\3924_Thames Street-WEX_Portland, ME\Z - CAD\DWG\3924-THAMES-SITE.dwg 2/14/2023 11:18 AM

| Rev. | Date | Revision |
|---|---|---|
| 2 | 2023.02.03 | REVISED ACCESS DRIVE ALIGNMENT |
| 1 | 2022.07.21 | INITIAL MAJOR SITE PLAN SUBMISSION / RELEASED FOR PRICING |

| | | |
|---|---|---|
| Design: SRB | Draft: CDD | Date: JAN. 2022 |
| Checked: SRB | Scale: AS NOTED | Job No.: 3924 |
| File Name: 3924-THAMES-SITE.dwg | | |

This plan shall not be modified without written permission from Gorrill Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorrill Palmer.

GORRILL PALMER
Relationships. Responsiveness. Results.
www.gorrillpalmer.com
207.772.2515
707 Sables Oaks Drive - Suite 30
South Portland, ME 04106

Drawing Name: EASEMENT OVERLAY PLAN

Project: **Commercial Office Building**
Thames Street, Portland, Maine

Client: **144 Fore Street, OZ, LLC**
PO Box 910, Westbrook, Maine 04098-0910

Drawing No. C-3.3

<u>EXHIBIT C</u>
Premises – Legal Description

# EXHIBIT D
Copy of the Proposal

# City of Portland, Maine
# Thames Street Property Proposed Development
# RFP #22021

Submitted to:
Matthew F. Fitzgerald
Purchasing Manager
City of Portland

Submitted by:
Jonathan Cohen
Dan Smith
144 Fore St. OZ, LLC

# TABLE OF CONTENTS

October 21, 2021

Matthew F. Fitzgerald
Purchasing Manager
City of Portland
389 Congress Street
Portland, Maine 04101

RE: RFP #22021 - Sale of Portion of City Owned Thames Street Property

Dear Mr. Fitzgerald:

I am pleased to provide you with 144 Fore St. OZ LLC. attached response to the City of Portland's Request for Proposal for the sale of a portion of the City owned Thames Street property (the "Property").

We have entered in an agreement with WEX Inc. ("WEX"), one of Maine's leading technology companies, to propose a mixed-use development of the Property that will serve as WEX's offices.. This project will bring hundreds of new jobs to Portland's Eastern Waterfront and will serve as a catalyst for future development and job creation. We also expect that this project will enhance Portland's growing reputation as an innovative, business-friendly city.

As you will see in our detailed response, our proposal will successfully address all of the goals of the City's RFP.

We thank you for the opportunity to respond to this proposal. We are available to answer any questions and would welcome the opportunity to contribute to further growth of this great city.

Thank you,

Jonathan Cohen, Manager
Dan Smith, Manager
144 Fore St. OZ LLC

# LETTER FROM WEX VP Real Estate

Portland City Council and Economic Development Council:

Please note that we have been working very closely on the design and RFP submittal for the city lot on Thames Street. As the primary occupants of the adjacent properties, we are interested in a future expansion of our Portland campus in order to consolidate our Maine offices and provide for future expansion capacity. The adjacent lot would provide for a natural extension and connector to the buildings we currently occupy.

Sincerely,

Safet Cobaj

VP, Global Real Estate

**PROPOSAL FORM**
**"Sale of Remaining Portion of City Owned Thames Street Property"**
**RFP #22021**

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: ______________

COMPANY NAME: 144 Fore St. OZ, LLC

AUTHORIZED SIGNATURE: ______________

DATE: 10/21/2021

PRINT NAME & TITLE: Jonathan Cohen, Manager

ADDRESS: P.O. Box 910 Westbrook, Me 04098-0910

E-MAIL ADDRESS: jcohen1@maine.rr.com

PHONE NUMBER:207-776-0304 FAX NUMBER: 207-775-4367

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, INDIVIDUAL, OTHER:
. Limited Liability Company

STATE OF INCORPORATION OR OGANIZATION, IF APPLICABLE:
. Maine

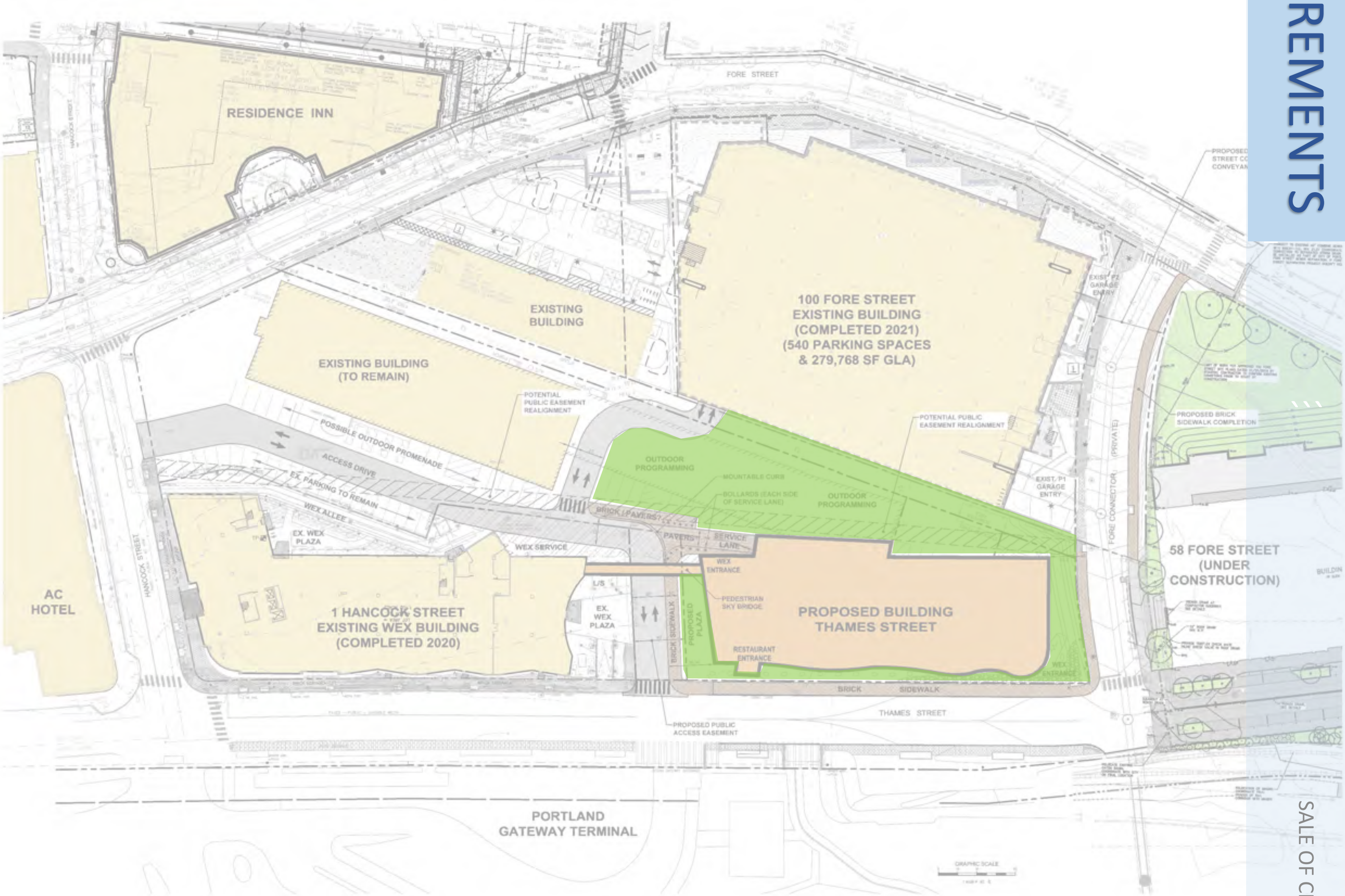
FEDERAL TAX IDENTIFICATION NUMBER (Required): 85-3620686

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Purchase Price: 24,000 sq ft at $35.00 sq ft=$840,000.00 Plus Connector Road (Freedom Way) If it is possible to build a larger building under current restrictions we will pay based on the buildable square footage (Points Award Basis)

# SITE PLAN ANALYSIS AND SITE CONCEPT PLAN

The Thames Street Lot will become part of a campus that has already been established by the applicant both in its uses, site layout and design. The footprint of the proposed building and the parkscape included in the proposal are strengthened and the campus appropriately connected due to the applicant's recent acquisition of the portion of the city block previously owned by Jackrabbit LLC. This portion of the block and the easements attached to it sliced through the interior of the site and greatly reduced the ability to build on the Thames Street Lot or connect the pedestrian circulation and view corridors that are both defined by the Eastern Waterfront Master Plan (EWMP) and sought after by the applicant and the partnering businesses currently utilizing the site.

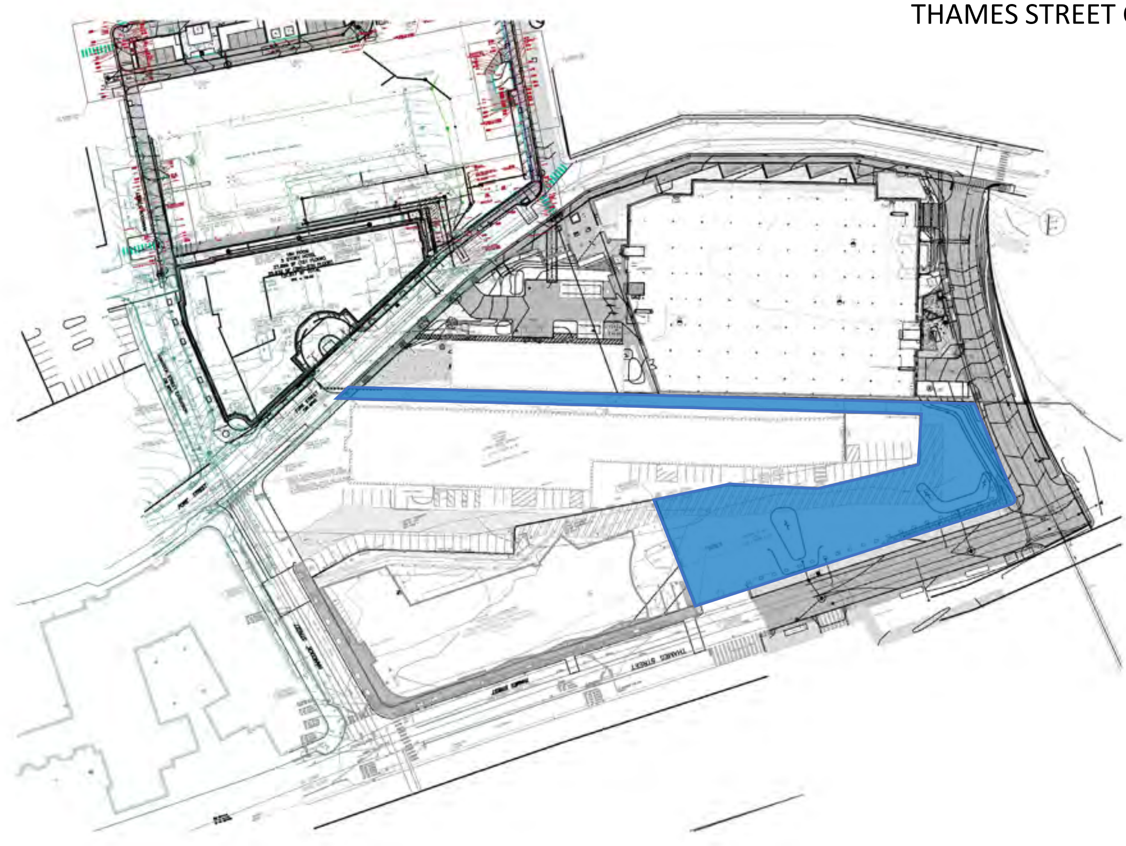


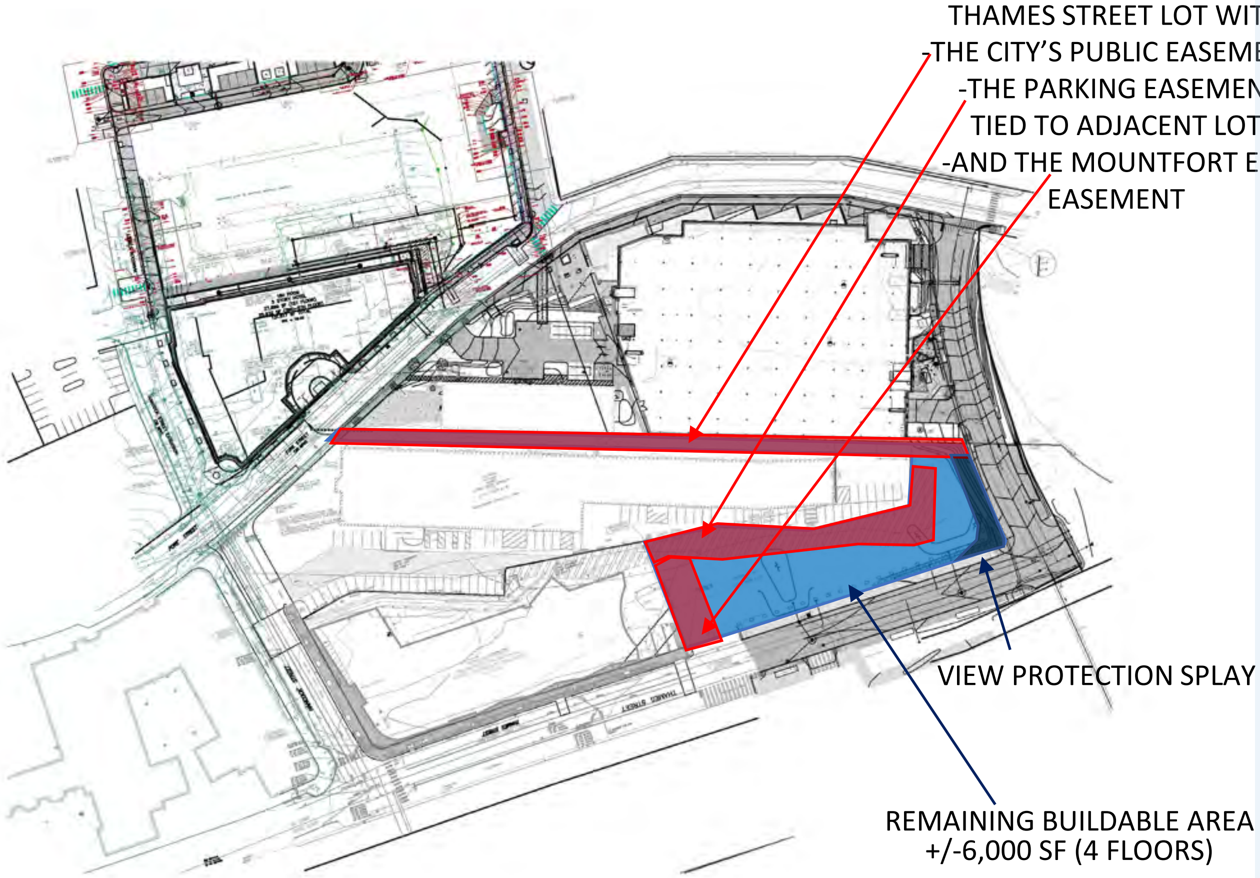

The proposed development includes +/- 70,000 SF of mixed-use interior and exterior space housed in a 3-story building that includes two full stories of interior space as well as a third story with both indoor and outdoor opportunities for the users. The building is surrounded by designed streetscape, plazas and park spaces which are home to opportunities for incubator business locations.

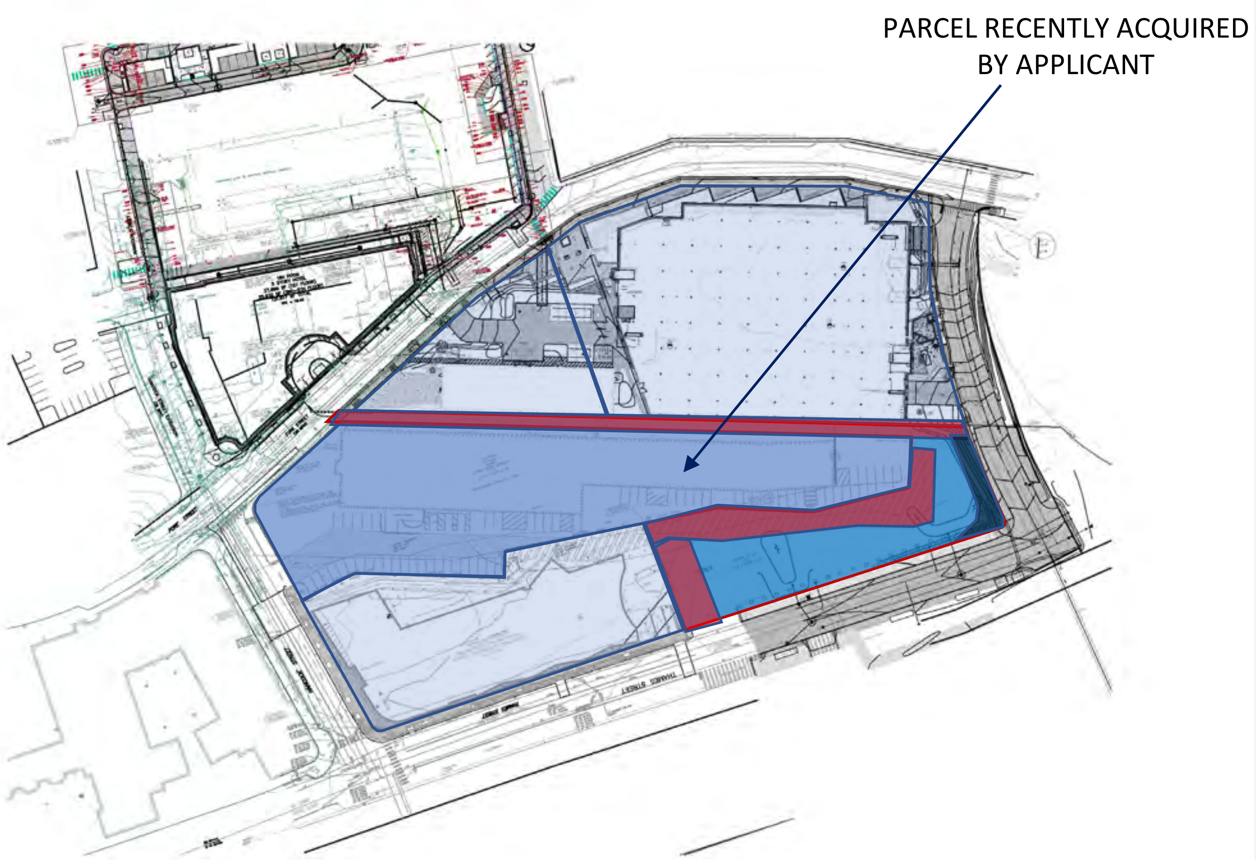
# PROPOSED AREA OF WORK

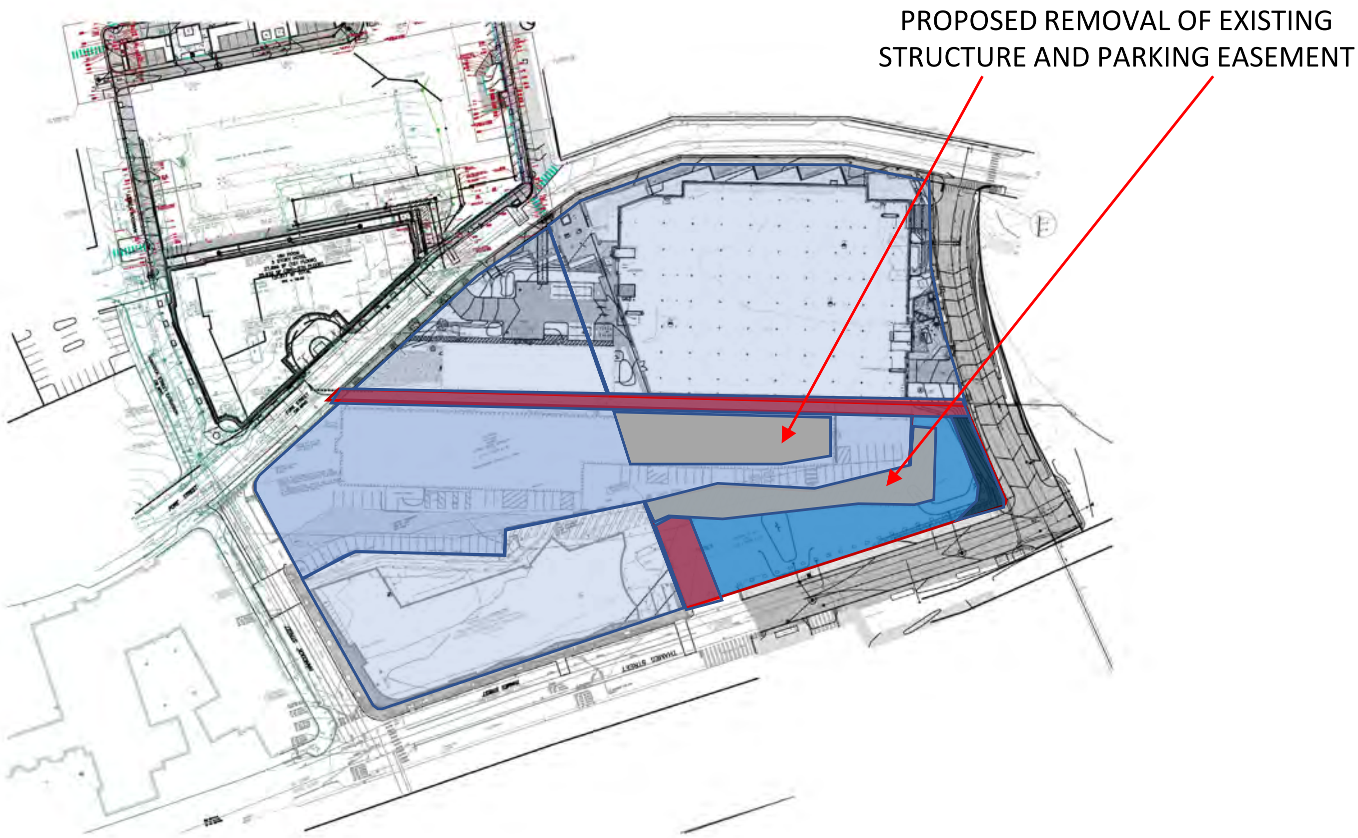
The following diagrams break down the ownership within the city block on which the Thames City Lot is located and break down how the ownership of the lot previously owned by Jackrabbit LLC makes the proposal more successful in its ability to have an adequately sized build out and exterior spaces linking the design to the block and surrounding neighborhood.

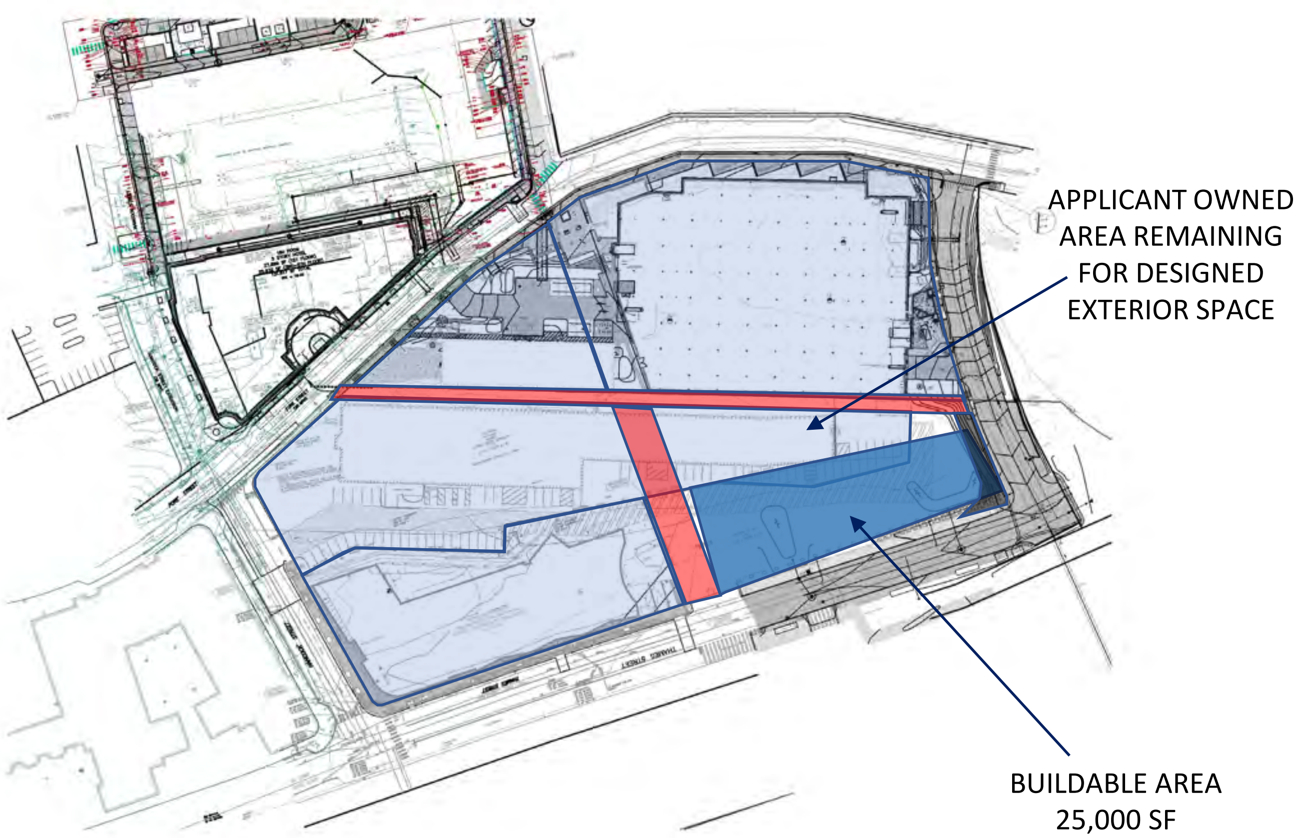
THAMES STREET CITY OWNED LOT



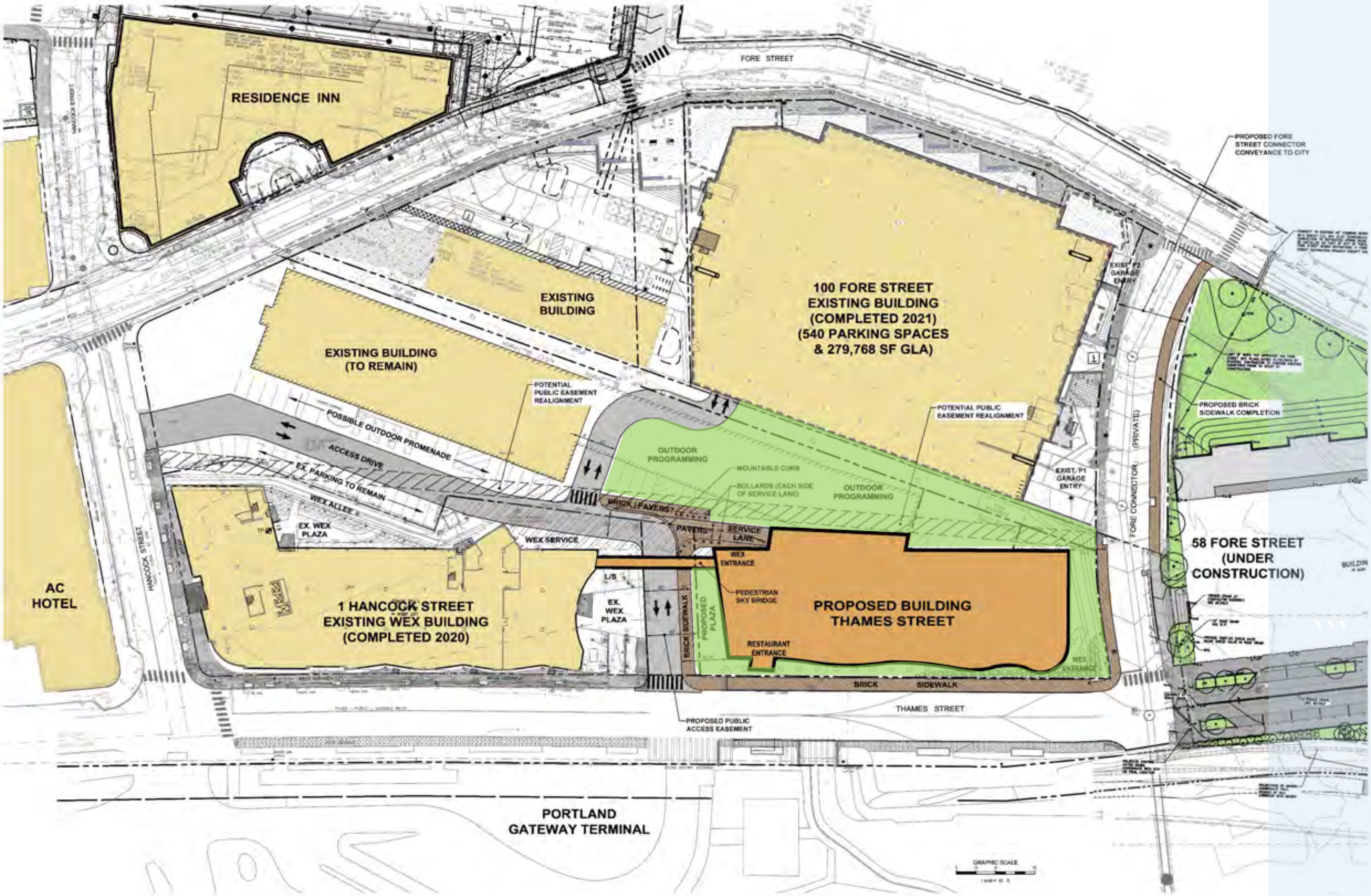

THAMES STREET LOT WITH
-THE CITY'S PUBLIC EASEMENT,
-THE PARKING EASEMENT
TIED TO ADJACENT LOT
-AND THE MOUNTFORT EXT
EASEMENT
VIEW PROTECTION SPLAY
REMAINING BUILDABLE AREA
+/-6,000 SF (4 FLOORS)


PARCEL RECENTLY ACQUIRED
BY APPLICANT


PROPOSED REMOVAL OF EXISTING
STRUCTURE AND PARKING EASEMENT

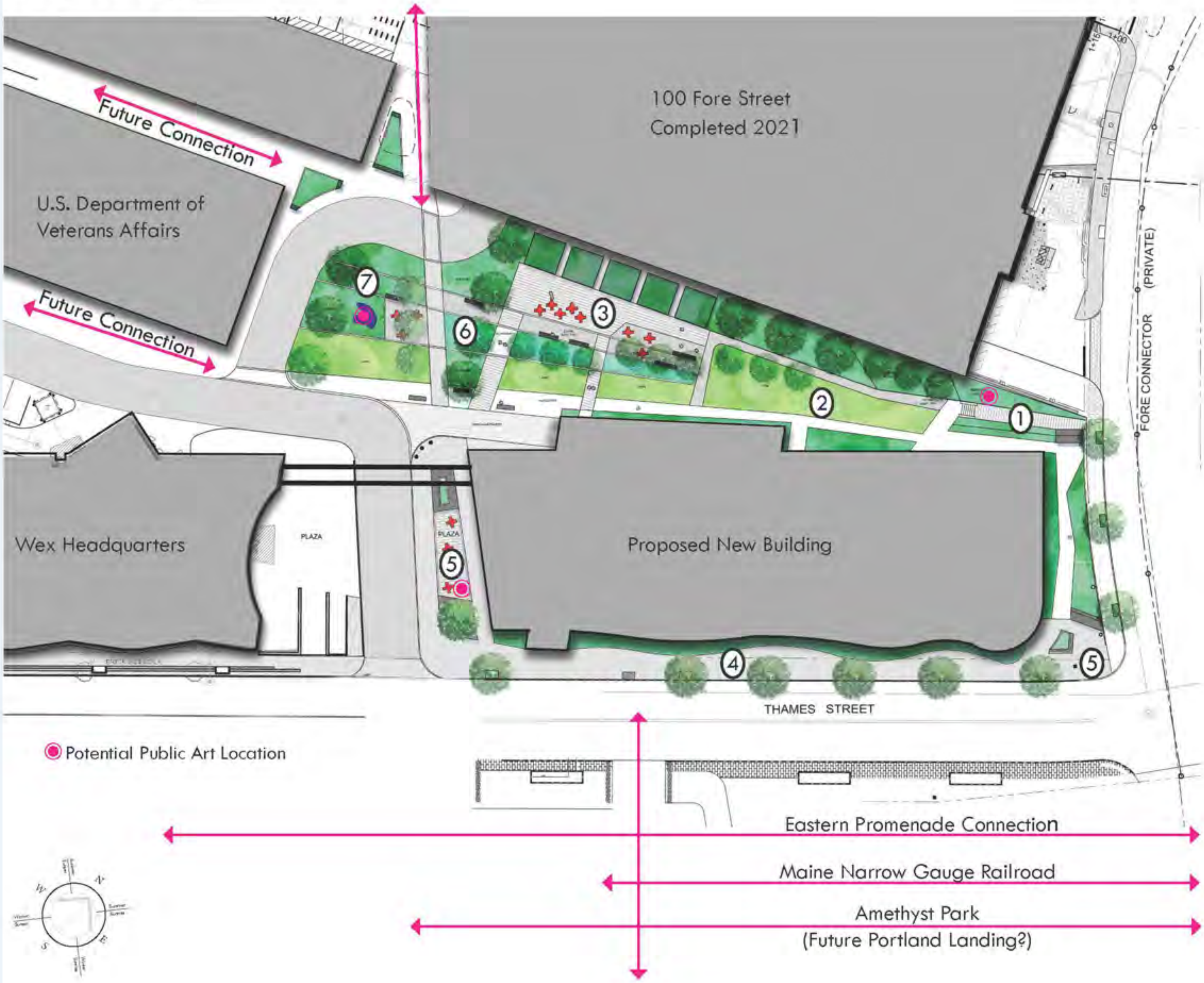

APPLICANT OWNED
AREA REMAINING
FOR DESIGNED
EXTERIOR SPACE
BUILDABLE AREA
25,000 SF

# SITE PLAN CONCEPT




By adjusting the easements on the property that cut through the middle of the block, the proposed development can relate to the WEX Headquarters neighboring it on Thames Street. The proposed sky bridge between the two creates a physical connection between the existing and proposed buildings. The design of this building is a balance of relating to its neighboring campus buildings while creating individual design appeal. The footprint draws datum directly from the Headquarters and 100 Fore Street while expansion of the site lines pulls the footprint back further as it reaches Thames Street.

# Site Plan




## Legend

1. Elevated Plaza & Terraced Seating
2. Lawn, Typ.
3. Incubator Shops with Green Roofs & Plaza
4. "Complete Street" Sidewalk
5. Gateway & View Splay Plazas
6. Bio-swale & Stormwater Management
7. Stone Dust Plaza & Pollinator Gardens

## The Grand Trunk Railroad & Design Context

When approaching a site rich in history - we look to its past to better understand its future. The Grand Trunk's Railroad history tells the story of Portland's industrial past - we believe it should not be forgotten.

Inspired by the sites history, the proposed programming and design elements play off the Grand Trunk Railroad India Street Terminal layout (pictured above). The linear quality of the design feels at home on the site helping to organize the proposed and existing buildings while providing a unique open space unlike anything along the waterfront.

## PROJECT TIMELINE

-Design and Planning Board Approval

Pending Purchase, PB approval by June 22nd, 2022

-Permitting

Submit for permit immediately following PB Approval

Anticipate 4-6 week permitting process

Permit by late July 2022/early August 2022

-Construction

Following issuance of permit construction to commence immediately

Anticipated construction from August 2022 through October 2023

-Occupancy

January 1, 2024

Oct 2021
RFP Submission

June 2022
PB Approval

July 2022
Permit Issuance

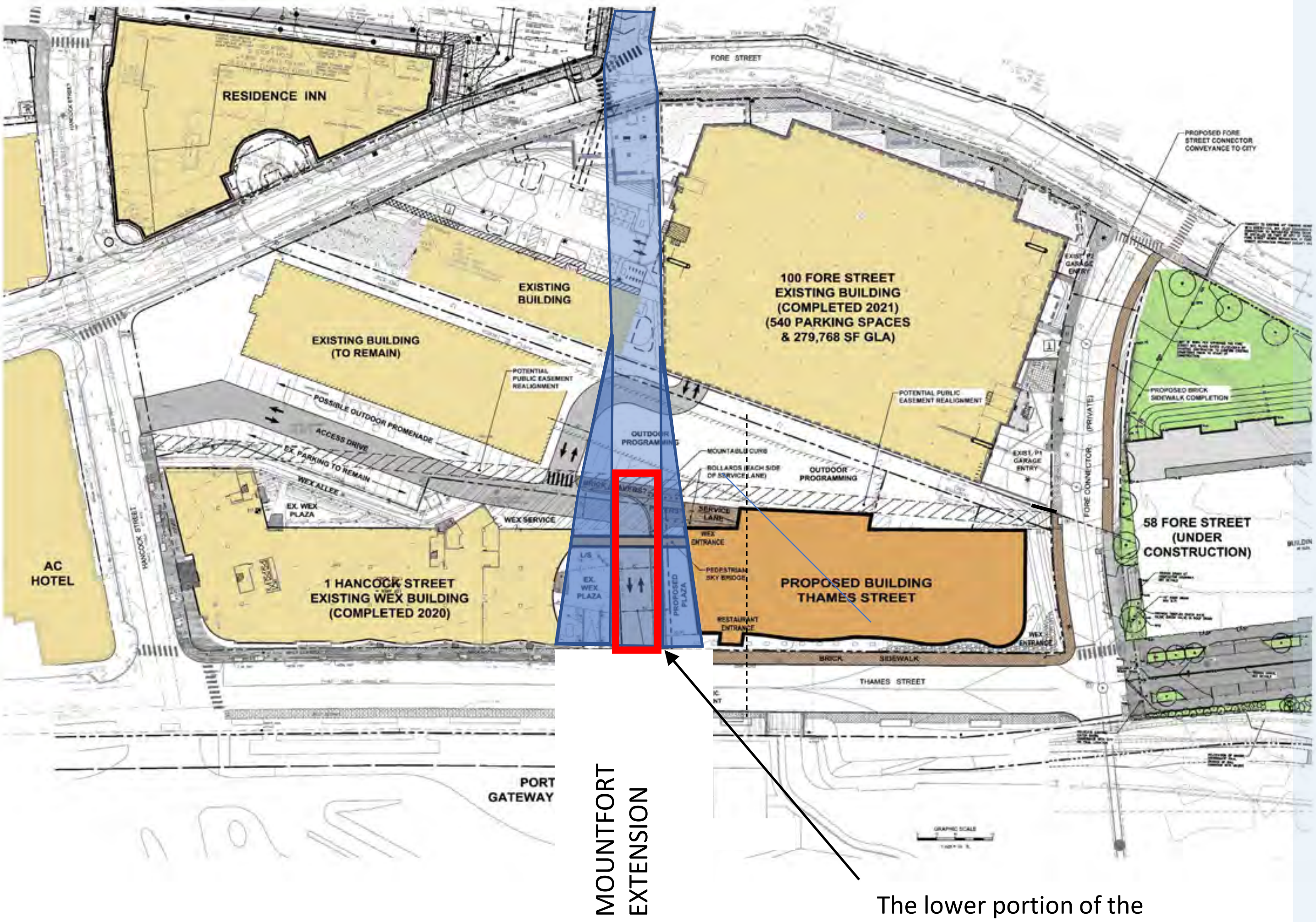
August 2022
Construction Commences

October 2023
Construction Complete

January 2024
Occupancy

# MOUNTFORT STREET RIGHTS-OF-WAY

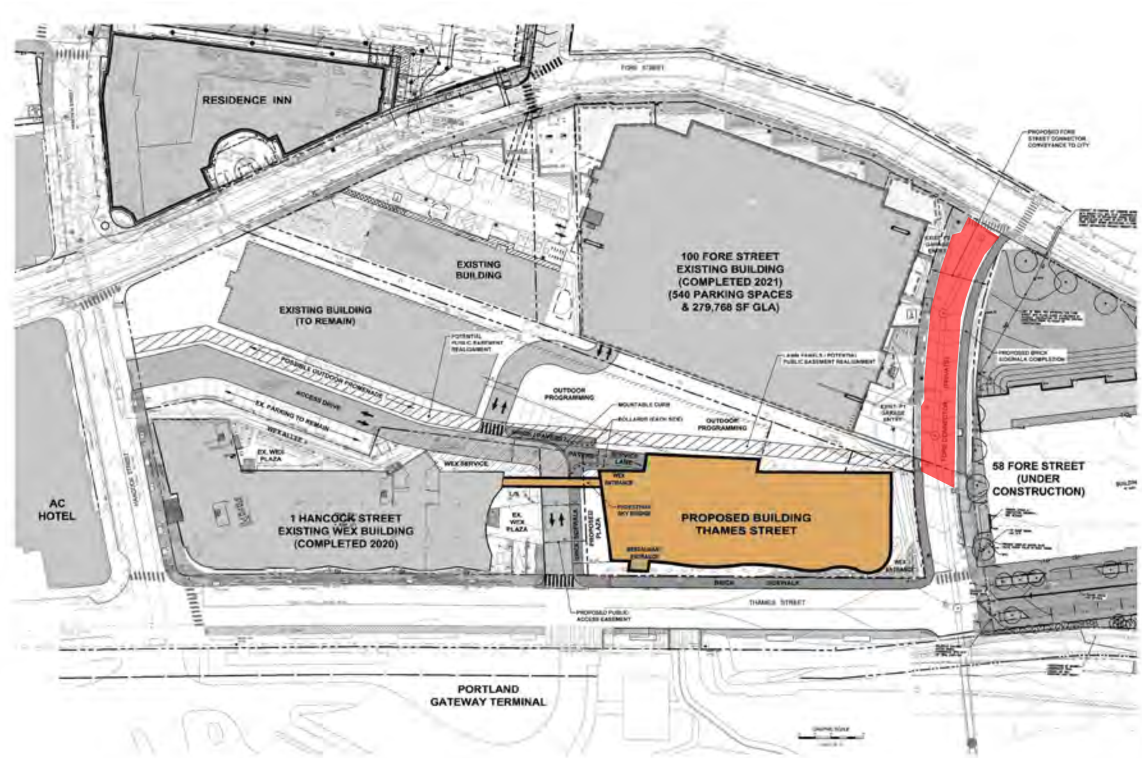
Just as the 50’ wide Mountfort Extension was fully respected and designed outdoor space extended beyond the required boundaries in the design of 100 Fore Street and the WEX Headquarters, the boundary is part of a movement system for pedestrians and vehicles in this proposal. Not only is the designated boundary in-tact for the rights-of-way and view splays, but the diagrams below depicts how, just as the Headquarters were held back at an angle, the Thames Street proposal mirrors that angle to open up the Mountfourt Extension as it approaches the water and the Portland Landing.

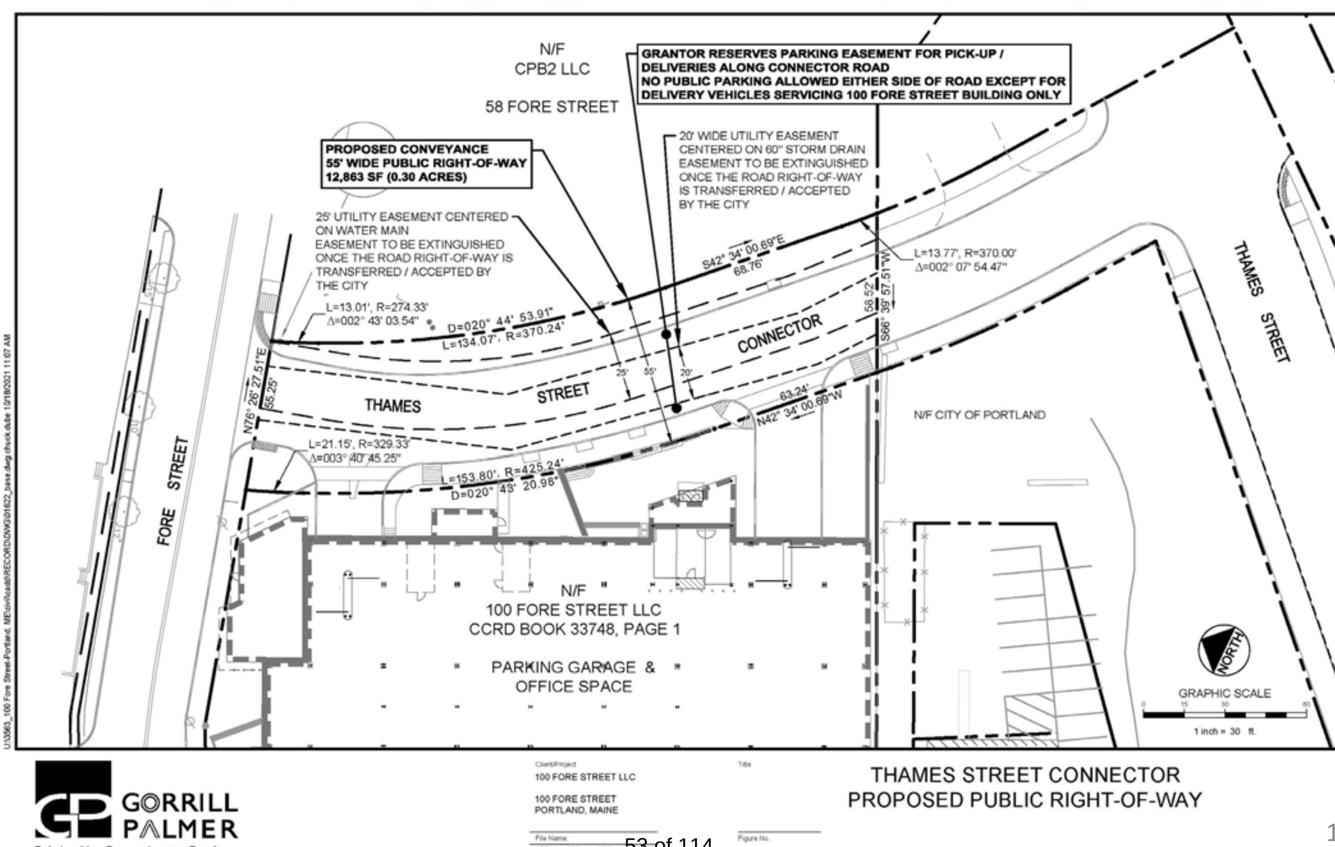



The lower portion of the Mountfort Extension outlined in red will be paved and turned over to the city

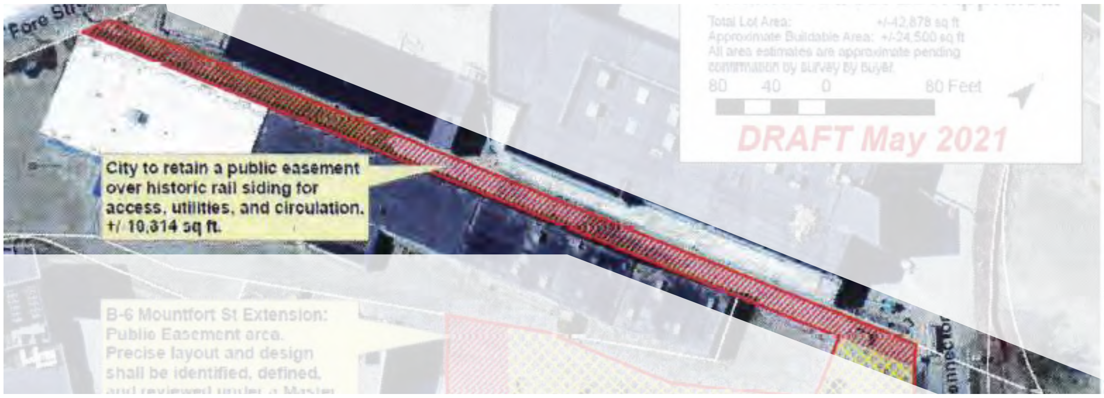
# NEW CONNECTOR ROAD/FREEDOM WAY

The upper portion of the Connector Road constructed by 100 Fore Street LLC is owned by the applicant. Upon purchase of the Thames Street Lot, 100 Fore Street LLC will deed the road to the city as part of the purchase price. $30,000 will be escrowed for the completion, in the spring, of the sidewalk on the east side of the Connector Road on the portion owned by the applicant. Below is the deed drawing for the portion of the Connector Road in discussion.



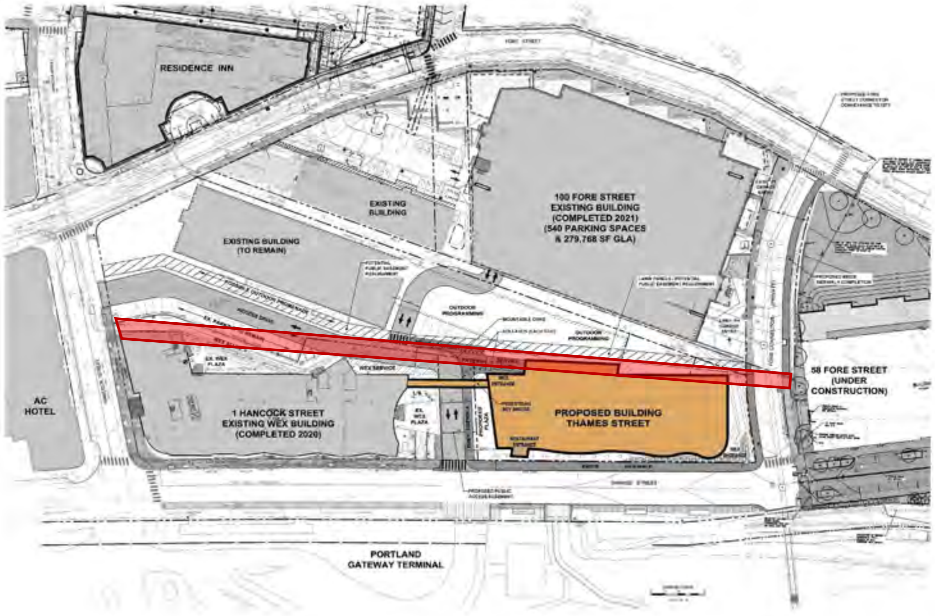



# RFP
# PROPOSED PUBLIC EASEMENT FOR ACCESS, UTILITIES AND CIRCULATION




# EWMP
# PEDESTRIAN ALLEY DIAGRAM


# PROPOSED
# EASEMENT LOCATION AS INFORMED BY THE EWMP




Proposed location allows the most flexibility for future development of the southwest corner of the block

# PARKING REQUIREMENTS
# & MANAGEMENT PLAN

City Parking – Clarification – the city parking noted in the RFP was actually displaced during the construction of the WEX Headquarters and has already been relocated in the parking garages owned by the applicant.

For the existing parking lease agreement between the applicant and the city, a portion of which is included on page 43 of this document, the applicant plans to amend the agreement to 25 spaces and allow that increase of 5 spaces to be 24 hours a day at the 167 Fore Street Ocean Gateway Garage.




| USE | PARKING REQUIRED BY ZONING | PARKING SUPPLIED | COMMENTS |
|---|---|---|---|
| OFFICE | 0 | 125 | 100 FORE GARAGE |
| RESTAURANT | 0 | 25 | 100 FORE GARAGE |
| INCUBATOR SPACE | 0 | 10 | 100 FORE GARAGE |

For the proposed uses in the project, the applicant will provide parking as indicated above.

September 22, 2021

City of Portland
389 Congress Street
Portland, Maine 04101

Re: City Lot – Thames Street and 110 Fore Street, Portland

To Whom it May Concern:

NBT Bank, N.A. has a strong relationship with Jonathan Cohen and his business entities who are customers in good standing of the Bank. We enjoy a great relationship with this group, having completed numerous successful projects together over the past several years. Mr. Cohen and his business entities have both the financial capacity as well as the industry experience necessary to complete the proposed project on the currently City-owned Lot on Thames Street and 110 Fore Street in Portland, Maine. Should there be any questions on this matter, please do not hesitate to contact me at (207) 229-7100 or via e-mail at jdeering@nbtbank.com.

Sincerely,

Jeremiah C. Deering
Senior Vice President
Regional Commercial Banking
Manager
NBT Bank

# TEAM'S DEMONSTRATION OF ABILITY


**Applicant** Throughout Jonathan's 25+ years as a developer he has been involved with more than 6,300 projects from design and budget from construction through completion as well as with occupancy and sale or retention. Mr. Cohen currently owns and manages more than 1,250,000 SF of real estate in Maine. A few of Mr. Cohen's current projects underway include: the development of 52,000 SF at Falmouth Center in Falmouth, ME, completion of an 84,000 SF office building and approximately 5,000 SF of retail sitting on a 543 car garage at 100 Fore Street in Portland, ME.

Mr. Cohen was also integral to the design, budget and construction of 167 Fore Street in Portland, ME – the Ocean Gateway Garage Offices, 1 Hancock Street in Portland, ME – the WEX World Headquarters, 10 Exchange Street in Portland, ME – 27 condominiums, 416-420 Fore Street in Portland, ME – the rehab and renovation of 12,000 SF of mixed-use space.

Mr. Cohen has numerous financial institutions which have committed to working with him on this and any other project he wishes to undertake. Archetype will serve as the architect on the project and the development team will include a Maine-based GC or CM and almost all Maine-based trades.

**Archetype** has been designing buildings of all types for clients throughout New England for over 40 years, including large scale office spaces, affordable and market rate housing, commercial retail spaces and mixed-use developments. The firm has worked with Jonathan Cohen on multiple projects, including the WEX Headquarters, 100 Fore Street and the addition to the Ocean Gateway Garage within close proximity to the Thames Street Property as well as others in downtown Portland and in Falmouth, ME. Aside from work with the applicant, Archetype has designed, permitted and run CA on Luminato and Verdante on Marginal Way, the Shipyard Complex just west of this proposal and the condo and retail buildings at 387 Congress Street all within the past few years.

**Gorrill Palmer** is an integrated land development, transportation and municipal engineering consulting firm providing quality professional services to clients throughout New England since 1998. Since its founding, GP has been consistently recognized for its expertise, experience and responsiveness providing outstanding value for its clients. The office has designed and permitted over 500 projects within the City of Portland which have included a mix of commercial, retail and office spaces; industrial warehousing, institutional and municipal projects, and residential developments. The firm has worked for Jonathan Cohen and collaborated with Archetype on more recent projects including 100 Fore Street, WEX Headquarters and the redevelopment work at Falmouth Center in Falmouth, ME.

In addition to the projects listed above, Gorrill Palmer has designed and permitted for Shipyard Brewing Redevelopment (Covetrus), Canal Landing, VA Community Based Outpatient Clinic, the Mercy Hospital Expansion, Forefront at Thompson's Point, 191 Marginal Way Commercial Building and 185 Fore & 16 Middle Street Commercial Developments. These are some examples of GP's experience and expertise in providing the highest quality of private sector land development services within the City of Portland.

**Mitchell & Associates** is a landscape architecture and planning firm founded in Portland in 1975. M&A offers decades of experience helping Maine communities develop difficult urban site solutions, master plans, open space and trail plans, historic redevelopment plans, and other public space enhancements. We have developed dynamic, rewarding collaborative strategies for partnering with municipal staff, stakeholder committees to craft beloved public landscapes.

Principals John Mitchell and Bob Metcalf have both worked on numerous urban sites, park master plans and subsequent project implementation, including Fort Williams Park in Cape Elizabeth & South Portland's Wainright Recreation Complex.

Senior landscape architects Julia Frederick and Braden Drypolcher contribute their experience developing award-winning, cultural destination master plans and urban site development, including the Emerald Necklace Tree Master Plan in Boston and the Florence Griswold Museum and Historic Landscape Master Plan in Connecticut.

# MEETING THE PRIORITIES OF THE EWMP AND CREATING PUBLIC BENEFITS TO THE CITY

Economic Responsibility

Private Sector Providing Quality Jobs

Mixed-Use Project

Year-Round Uses

Attention to Easements & View Corridors & Pedestrian System

-Increase in real estate tax
  Approximately $170,000 per year in new taxes.
-Improving the aesthetics of the site which is beneficial to the tourist industry approaching the area by water, street or pedestrian and bike path
-Creating a public draw with the third floor use that will help to invigorate the retail efforts in the area that are currently just beyond the heavier consumer foot traffic
-Incubator spaces allow for smaller and newer businesses to get a foothold in the currently high rent retail scene. Businesses that succeed in the incubator spaces also feed into other downtown retail spaces as they grow and help to fill the storefronts
-Office employees create a year-round consumer base for the Old Port
-The proposal includes both year-round and day and evening uses

Economic Responsibility

Private Sector Providing Quality Jobs

Mixed-Use Project

Year-Round Uses

Attention to Easements & View Corridors & Pedestrian System


This proposal offers 50,000 SF of prime office space in one of the best sites in the city with its proximity to residential hot spots and the Old Port commercial district. This quantity of square footage would accommodate approximately 130 new jobs.

In addition to the office space, the proposal includes 8,000 interior SF for commercial use and +/- 10,000 SF of roof deck for commercial use. This use would provide approximately 75-100 jobs.


Proposed incubator spaces will provide opportunities to multiple small local businesses to test their ability to grow in the thriving urban fabric of Portland. Such spaces have proven successful on Washington Ave and in the short time that the spaces have been available, there have been multiple instances of turnover due to success of a business and its need to move to a larger space. The applicant has the ability to provide space for expansion due to having multiple retail spaces of varying sizes at properties in the area.

30,000 SF of plaza and park space and 5,000 SF of streetscape are being planned to benefit both the users of the proposed building as well as adjacent developments and the public.

Economic Responsibility
Private Sector Providing Quality Jobs
Mixed-Use Project
Year-Round Uses
Attention to Easements & View Corridors & Pedestrian System

The office space will add approximately 130 jobs that will add to the vibrancy of the site year-round.

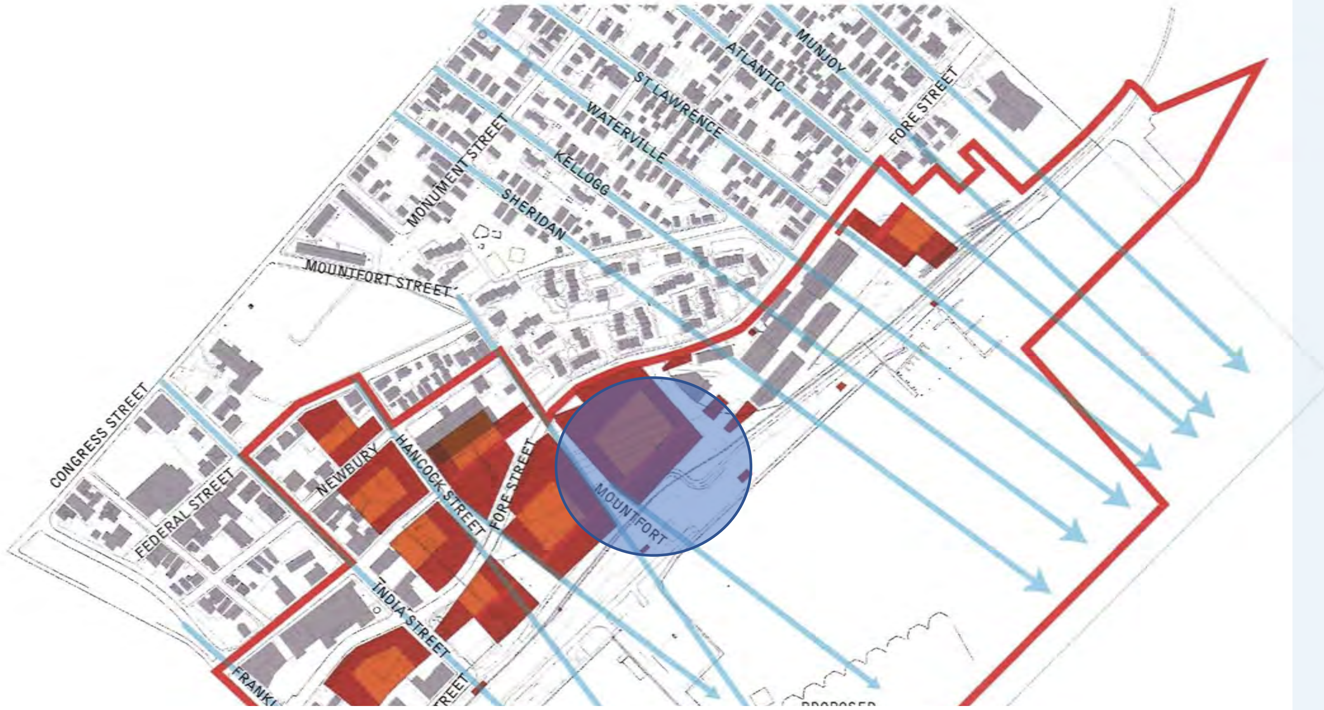
Portland’s restaurant scene thrives year-round and the views from this location would place it at the top of the dining destination list all months of the year.

Portland’s commercial scene benefits from the charm of the city in all months and draws tourists and local patrons and foot traffic even as the snow flies.

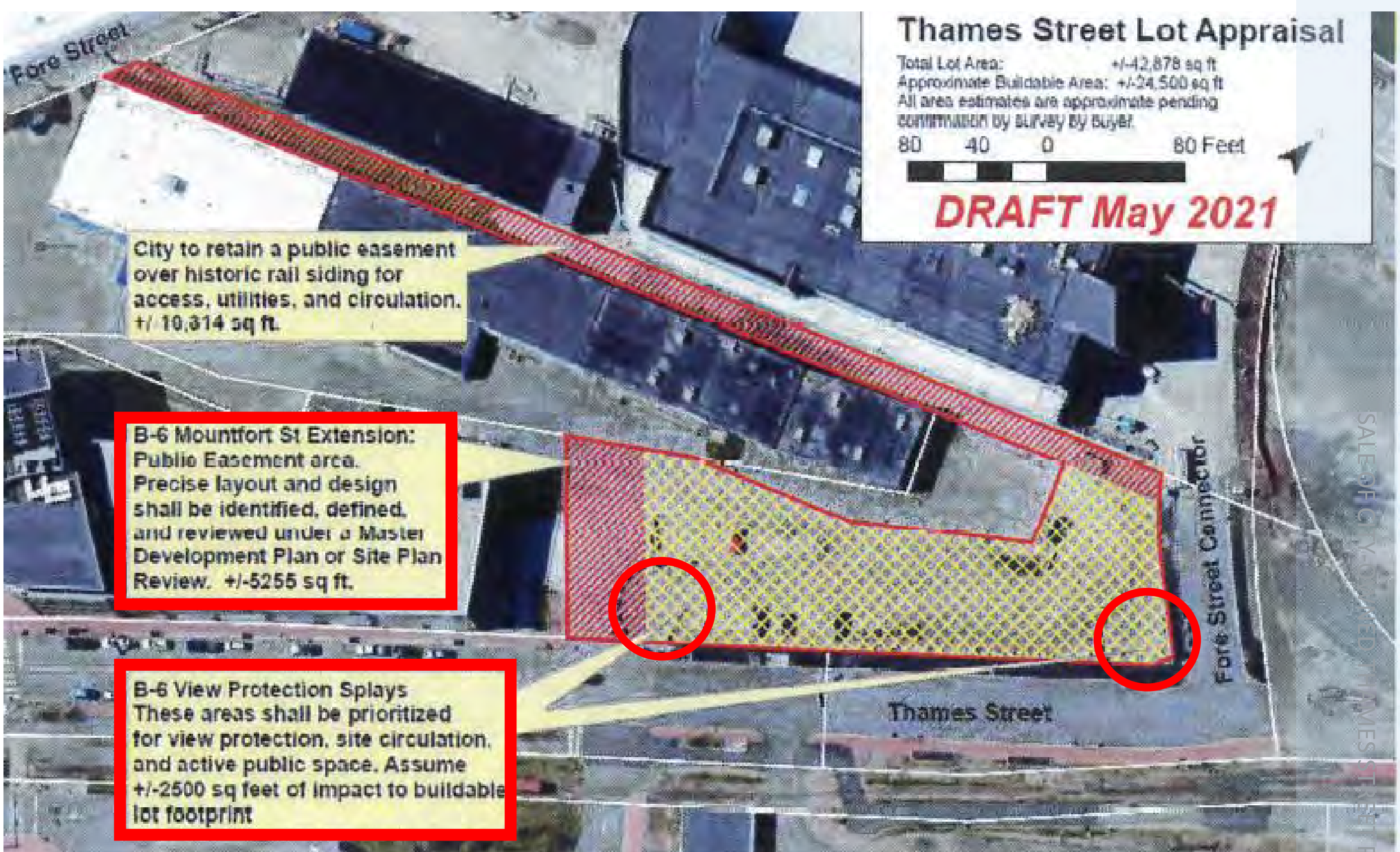
Heated foot paths through the site will encourage the foot traffic through the site year-round for those accessing the incubator spaces, locals passing from their homes on the east end to work or commuters walking from the adjacent garage.

Economic Responsibility
Private Sector Providing Quality Jobs
Mixed-Use Project
Year-Round Uses
Attention to Easements & View Corridors & Pedestrian System

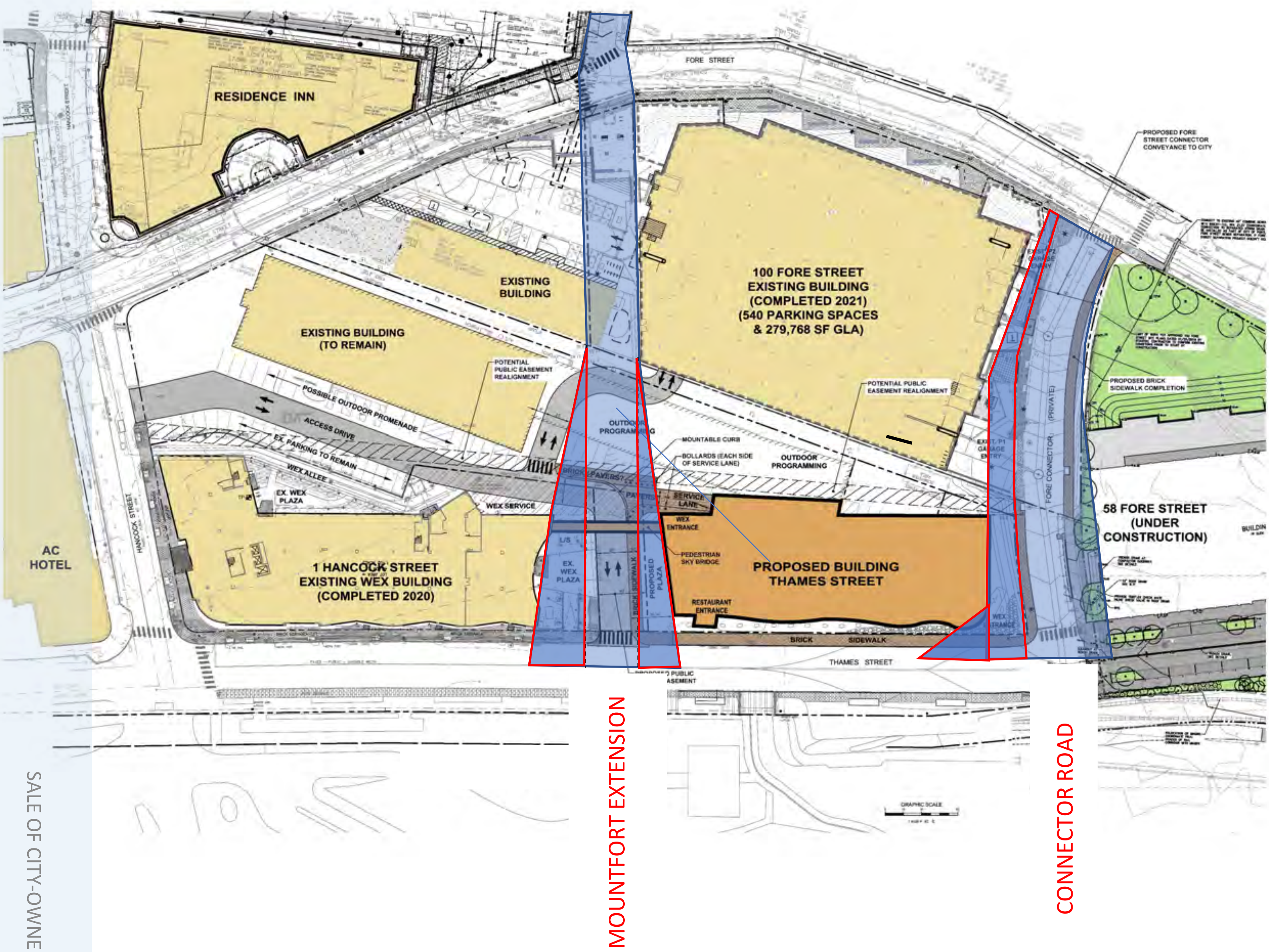
# EWMP
## MASTER PLAN VIEW CORRIDORS



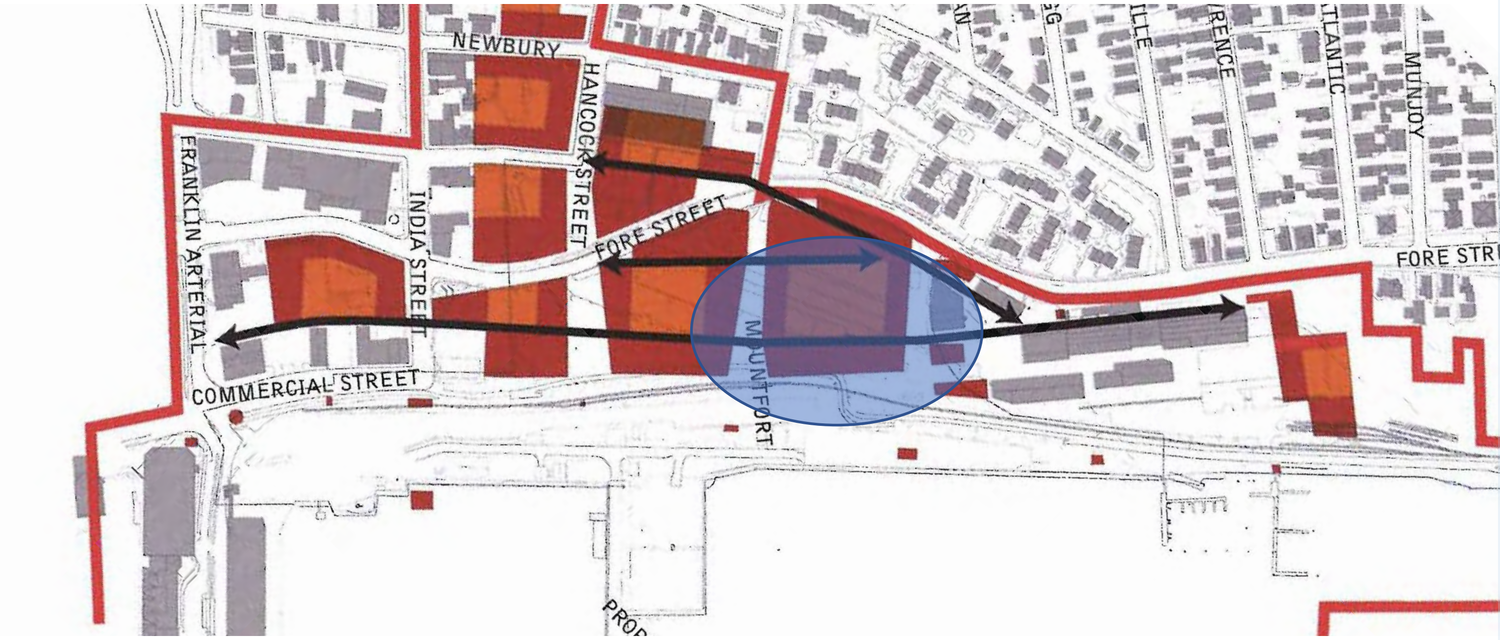

# RFP
## EASEMENTS AND VIEW PROTECTION SPLAYS



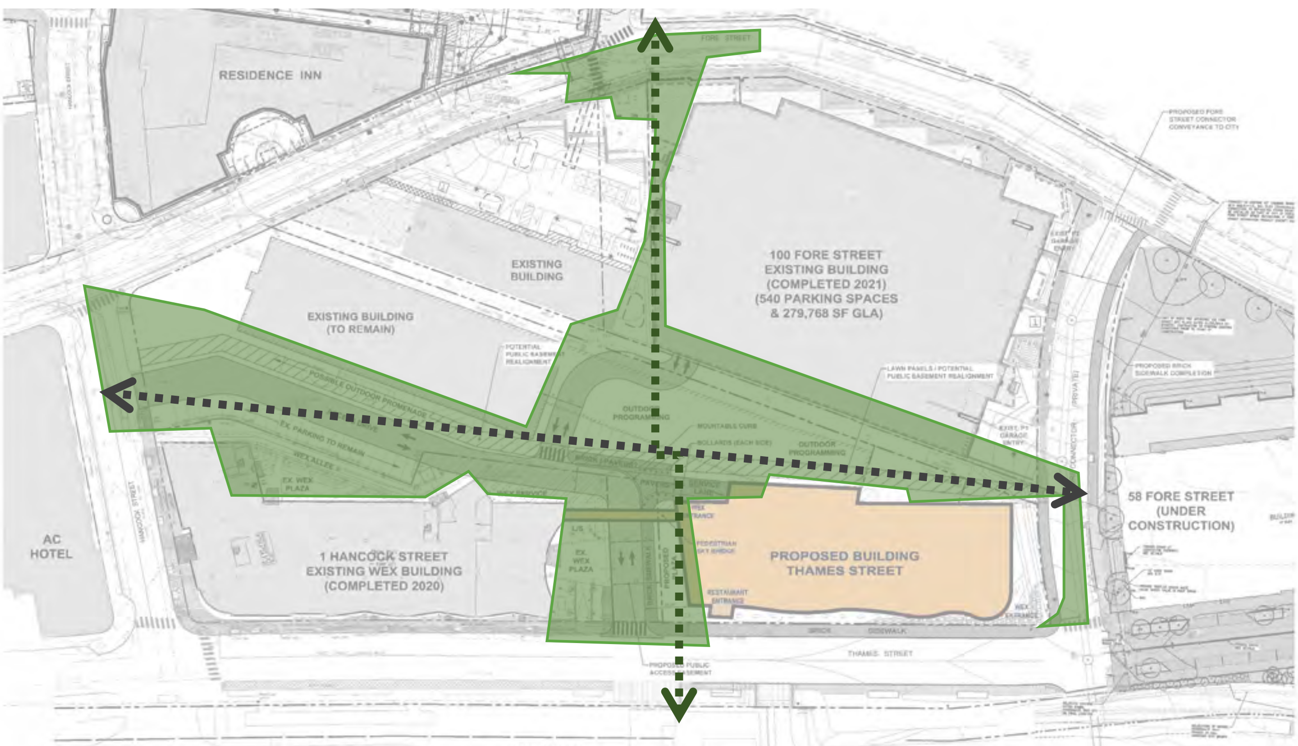
As mentioned when discussing the Mountfort Extension Rights-of-Way, the view corridor splays are exaggerated as one gets closer to the water. The same treatment to the view corridor is maintained at the Connector Road with both the footprint of 100 Fore Street and the design for the Thames Street development holding back a significant amount from the buildable area to respect the views. The built edge of the Thames Street proposal is drawn directly from the entry tower of 100 Fore Street so as to respect the site line already in place.



# EWMP
# PEDESTRIAN STREET SYSTEM




# PROPOSAL
# PEDESTRIAN ACCESS




As seen in the EWMP pedestrian street system diagram, north-south axis (right to left) on the site has always been a priority. The proposal does create an axis of movement in this direction but in addition, it connects directly to the east-west axis that was established along the Mountfort Extension with the development of 100 Fore Street and the plaza and stair that are already in place at the intersection of Mountfort and Fore streets.

# SUMMARY

A. NET NEW JOBS TO THE CITY

Based on the jobs provided by the combination of the office used, the third-floor restaurant and the incubator spaces the project would provide between 200 and 250 full-time positions in multiple job fields.

B. FUTURE POSSIBLE MOUNTFORT STREET EXTENSIONS RIGHTS-OF-WAY

The Mountfort Extension, within the area of discussion, will be both paved for vehicular access into the site as well as landscaped along the proposed building development for pedestrian access into the site. The vehicular route will allow for access to the lowest level of the 100 Fore Street Parking Garage as well as to the service access behind both the WEX Headquarters and the building that is to go on the city lot. The pedestrian route allows for access into the landscaped portions of the site that feeds the garage, the office buildings and the incubator spaces and allows for public passage through the site on either the east-west or north-south axis. The pedestrian skyway across the extension will provide safe movement for the users connecting between the two buildings.

C. NEW CONNECTOR ROAD (FROM FORE STREET TO CITY THAMES STREET CONNECTION)

As stated previously, the portion of the Connector Road currently owned by the applicant will be turned over to the city as part of the purchase price for the Thames Street City Lot and a brick sidewalk will be added to the Connector Road/Freedom Way in the spring.

# PUBLIC RESTROOM REQUIREMENTS

Per the items for public benefit of the city in the Selection Criteria portion of the RFP, it is requested that the applicant provide one public restroom in the concept design and it is noted that the terms of this requirement are to be negotiated. The applicant is proposing to contribute $50,000 toward new bathrooms to be constructed on the Amethyst Park/Portland Landing site of which portions have begun. Page 18 of the city document on the Portland Landing states that improvements including restroom access are part of the early plans for the park.

*EXISTING AMETHYST LOT*

## Design Vision

Portland Landing will provide the City of Portland with a signature waterfront amenity that functionally, visually, and symbolically connects people with the city's maritime heritage and provides a vital public connection to Casco Bay. The redeveloped lot will provide Portland citizens and visitors of all ages and interests a new and permanent place to interact year-round with the water for a myriad of passive and active uses. Advocates and City officials envision the Amethyst lot as the threshold to the Casco Bay. Proposed uses will benefit neighboring residents and businesses and complement the Eastern Promenade Trail, Moon Tide Park, public infrastructure, multi-modal transportation, and mixed-use development.

Our design vision is characterized by the following goals:

**Reflect the City.** The City of Portland and the Eastern Waterfront have a rich history. Relics and artifacts integrated into the design will commemorate the site's history and provide elements of surprise and education throughout the landscape.

**Give access to the shoreline.** The more ways to experience the water, the better; sailing, tour boats and water taxis, tidal pools, fishing and wildlife observation are waterfront attractions that provide something for everyone for a cost that need not need be significant. Many of these activities also provide opportunity for private-public partnerships and revenue generation through voluntary participation. Access to the water allows for a dynamic and diverse recreation program and will effectively expand the physical upland limits of the Amethyst lot.

**Create a new open space destination.** The new waterfront should serve not only its own neighborhood, but the entire community, drawing visitors from the region. It should provide enough range and frequency of activities that it is well worth a day trip.

**Allow for programmatic diversity.** Vendors, concessionaires, commercial boating, and others each provide a valued service to the visiting public, contributing to the vibrancy of the space and enrichment of the recreational opportunities. Shoreline and water access, people-watching, wading, fishing, strolling, boat launching, open air events, eating and nature observation are key attractions. Every visitor should find multiple opportunities to enjoy the space from season to season.

**Prioritize program elements.** Understand the full range of programming goals and provide support facilities for a four-season interconnected waterfront and public space destination.

**Provide multi-use capacity.** Create a plan that allows many activities to happen at the same time, without compromising the experience of any activity. The desired program includes many complementary passive recreational amenities.

**Complement adjacent land uses, rail corridor and activities that already activate the space.** The lot should be enhanced to support current uses on site and adjacent -- as well as activities associated with planned development and rail service adaptations.

**Recognize the magnificence of the Amethyst lot location.** Planning should recognize aspects of the site that make it special: a generous waterfront with broad views of the Bay, the presence of historic piles on the water, ease of access to the water, proximity to downtown and new development, and transient boating and water access.

**Support water-dependent uses.** Programming should focus on accommodating a range of water-dependent uses alongside upland recreational activities.

**Create a sustainable park.** The park should be designed with an emphasis on sustainability, resiliency, operations, maintenance and utilization. Key opportunities to enhance site sustainability include:

- Renewable energy use and energy conservation;
- Sourcing of local and/or recycled materials;
- Native plant material selection;
- Habitat enhancement;
- Permeable and low-reflectivity pavement systems;
- Water conservation;
- Stormwater management;
- Erosion control;
- Evaluation of remaining service life of critical waterfront infrastructure;
- Adaptive reuse of existing infrastructure; and
- Construction staging provisions.

**Cultivate Open Space stewardship.** Stewardship begins with leadership and partnerships and a community- supported revenue stream with reinvestment of this revenue into perpetual park maintenance and continued capital improvements. The Study Workgroup and the Stakeholders have developed a strong framework for ongoing stewardship and success for the study area.

**Respond to Sea Level Rise.** Design alternatives must respond to the impacts of sea level rise and ever-more frequent and intense storm events through resilient and responsible design. Design should also implement green infrastructure enhancements to improve water quality and reduce stormwater run-off.

**Take early action.** Integrate basic improvements (restroom access, parking and handicapped accessibility) and anticipate future, permanent installations so that cost efficiencies and space allocations are considered early.

18 Stantec The Re-Development of the Amethyst Lot | A Vision for Portland Landing December 2017

**Take early action.** Integrate basic improvements (restroom access, parking and handicapped accessibility) and anticipate future, permanent installations so that cost efficiencies and space allocations are considered early.

# PRELIMINARY DESIGN AS INFORMED BY THE EWMP

Stitching the City Together
Design Sensitive to Surroundings
Climate Change Resilient Design


The landscaped space being proposed and currently developed within the site and block are helping to link green spaces that exist within the city along major routes of foot traffic both from larger green spaces within the city to the commercial Old Port as well as from developing commercial routes to the green spaces currently being developed at Amethyst Park.

The site and proposal are at the heart of the new waterfront that is developing quickly, outlined in red below and designs in this area must be sensitive to their ability to tie the residential (orange) and commercial (blue) districts together along the city's most important asset – the water and the views across it. The sensitivity must be embodied through the uses proposed as well as the design of both the built structures and landscaped areas.

The campus this proposal is part of brings year-round and day and evening uses giving multiple reasons for people to be drawn to and through the site. Both residents and tourists have reason to use the site and it links the permanent residents to the waterfront and the Old Port as well as being located at a major point of entry for visitors accessing the city from the water.

The materials and form are sensitive to the development of, views from and transparency needed for this special area within Portland.

## EXISTING VIEW

## PROPOSED VIEW

One element of the proposal worth addressing is the pedestrian footbridge spanning from the second level of the existing WEX Headquarters to the second level of the proposed building over the mouth of the Mountfort Extension. The Extension, at grade, is available for parking access to the lowest level of 100 Fore Street, deliveries, drop-offs and any other vehicular traffic into the site. It would also be used for bike access and additional foot traffic going into the site or passing through on the east-west axis. If office users add perpendicular traffic against what has already been described, it crowds the outdoor spaces and creates more dangerous movement patterns. In addition to this concern, it would be more appropriate to have interior access between the buildings in colder months and inclement weather. As shown below, the RFP includes a note about alternative approaches to permeability across the Mountfort Extension, which is exactly what is being proposed with the footbridge. In order to be as sensitive as possible to the view corridor, the bridge would be minimized in sectional depth and the glass would be clear so that it disappears as much as possible. Attention to multiple modes of traffic moving in different directions is an important part of both urban and campus design.

- **Future Possible Mountfort Street Extension Rights-of-Way.** Proposals should address the need for Mountfort Street Extension as a future public right-of-way to support proposed private investment on the City property, to provide for public space amenities and connectivity, along with all required utility easements and to fulfill the goals of the EWMP on the portion of City property located between Mountfort Street Extension and the New Connector Road. Alternative approaches to meeting the goals of permeability and accessibility across this block will be considered.

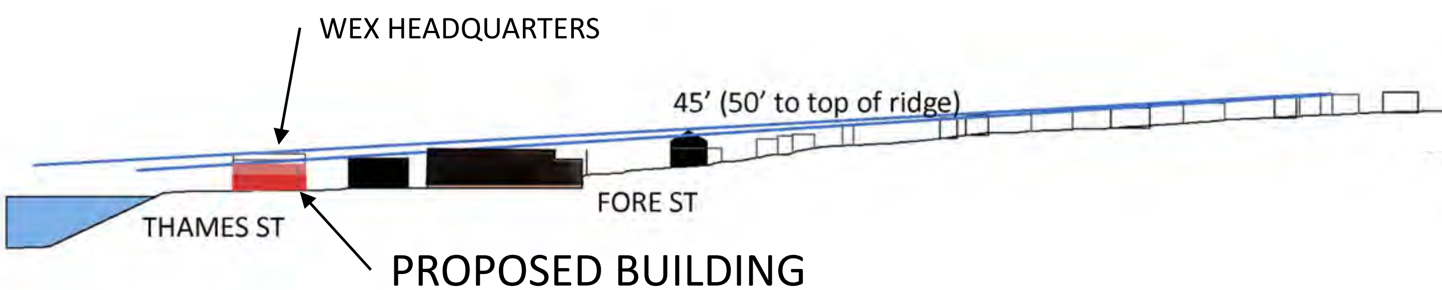
2C. PRELIMINARY DESIGN PROPOSAL

Stitching the City Together

Design Sensitive to Surroundings

Climate Change Resilient Design & Practices

EAST END SIGHT LINE DIAGRAM – DEMONSTRATES THAT PROPOSED STRUCTURE IS IN KEEPING WITH OR BELOW SIGHT LINES ALREADY CREATED BY EXISTING STRUCTURES FOR VIEWS FROM THE EAST END TO THE WATER



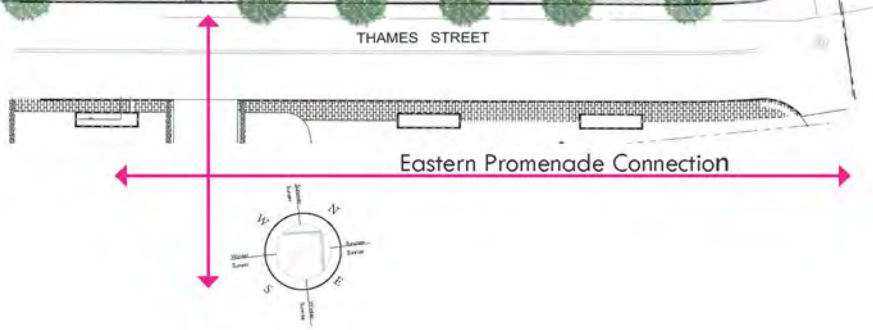
The design approach is to enhance the campus that has been started through the construction of the WEX headquarters and 100 Fore Street and tie the design to its surroundings. Certain elements clearly reference the existing buildings and therefore respect the views and access of its neighbors.

The material choices tie directly into the existing buildings of the campus while the building is responding formally to the specifics of the zoning, the relationship to the neighboring buildings and the uses inside.
This area within Portland has developed quickly in the past few years and contemporary architecture dominated by glass and steel has become a key part of the fabric. In keeping with A consistent material language such as the brick that ties the historic old port together, glass and steel are the language of the New Waterfront. The transparent and reflective qualities of glass create an interaction with the surroundings that tie into the goal of permeability and sensitivity to surroundings.

The design also creates a building that has distinct features allowing it to stand on its own visually and further the contemporary architectural style that has become part of the new waterfront within Portland.

Not only does the design respect the view corridors of the EWMP but by creating much of the 3rd level exterior as outdoor habitable space, and orienting the indoor portion of this level toward the south, the water views from the occupiable levels of buildings to the west are maintained.


# Site Programming




35,000 SF of Open Space

25 + Street Trees & Under-story Trees

2 Preserved & Enhanced View Corridors

Public Plazas

Activated Sidewalks

Enhanced Connections to the Surrounding Amenities

Bioswales & Best Management Practices

Open Space Connectivity & Pollinator Gardens

Incubator Shops

3 Potential Locations for Public Art

5 Preserved & Enhanced Gateway Connections & Future Connections

1 Site Design Integrating the key covenants of the EWMP

## Stitching the City Together
## Design Sensitive to Surroundings
## Climate Change Resilient Design & Practices

Building Elements –
-LED light fixtures – minimal fixture use needed due to amount of glazing
-Automated light systems to prevent light usage when not required, and dimming based on natural light levels
-Automatic shades systems will balance the lighting with heating and cooling loads
-Curtainwall systems contain recycled content
-White EPDM roof on third story enclosed structure decreasing cooling loads
-Light colored roof deck pavers decrease cooling loads
-Keeping the project team local means commuting needs are greatly lowered during the design and construction process
-A Construction waste management plan will be in place
-Open concept structural and floor systems allow for space and usage flexibility with minimal waste and energy
-Building commissioning will be implemented
-Low flow plumbing fixtures to be installed
-Building level water metering to be incorporated
-Building level energy metering to be incorporated

Site Elements –
-Bike Parking and storage to encourage alternative commuting
-Parking provided in stacked garages owned by applicant reduce the users parking footprint
-Charging stations are available at 100 Fore garage for office users
-High ratio of pervious/planted surface
-Uses are a higher density and better use than the existing single level gravel parking lot
-Site location encourages foot and bike commuting

Office User Practices –
-Interiors designed to minimize energy consumption and reduce energy consumption
-In-office single stream recycling system will be implemented

**Resilient Design Principles & Proposed Design Approach**

1. Resilient systems provide for basic human needs

   Design Approach:
   Provide safe accessible, clean and inclusive public space.

2. Locally available, renewable, or reclaimed resources are more resilient.

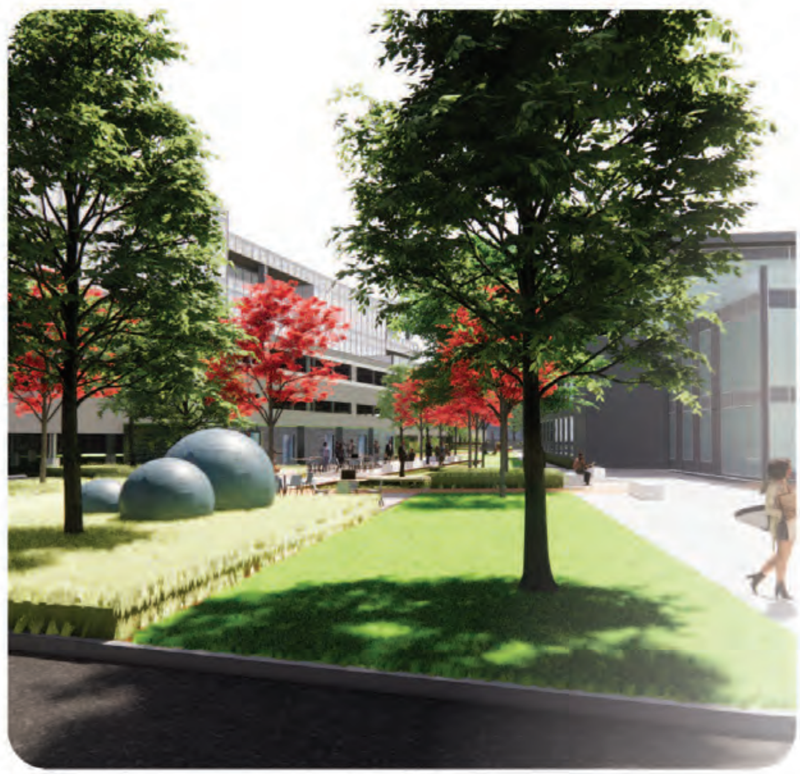
   Design Approach:
   Source local durable materials and introduce reclaimed material where suitable.

3. Find and promote resilience in nature.

   Design Approach:
   Integrate best management practices and low impact design methodologies.

4. Durability strengthens resilience

   Design Approach:
   Model critical systems to withstand inundation and extreme weather.



5. Simple, passive, and flexible Systems are more resilient

   Design Approach:
   Design with nature - mimic systems for stormwater that double as gathering nodes and place-making.

The applicant is offering $35.00 per square foot for 24,000 SF equaling $840,000.00 and in addition is proposing to hand over the ownership of the portion of the connector road currently under the applicant's ownership. Along with ownership of the road, the applicant will put in escrow, $30,000 for the completion of the east sidewalk along the applicant-owned portion of the connector road in the spring as well as $50,000 toward the city's installation of public restrooms on the Amethyst Park site.

A. NET PROPERTY TAX REVENUE

It is estimated that the new construction would provide $170,000 in annual taxes for the City of Portland

B. PARKING

City Parking – Clarification – the city parking noted in the RFP was actually displaced during the construction of the WEX Headquarters and has already been relocated in the parking garages owned by the applicant.
For the existing parking lease agreement between the applicant and the city, a portion of which is shown on the next page, the applicant plans to amend the agreement to 25 spaces and allow that increase of 5 spaces to be 24 hours a day at the 167 Fore Street Ocean Gateway Garage.

**PARKING AGREEMENT BY AND BETWEEN**
**CITY OF PORTLAND**
**AND**
**100 Fore Street, LLC and 167 Fore Street LLC**

**THIS AGREEMENT** is made as of the 26th day of May, 2021, by and between the **CITY OF PORTLAND**, a municipal corporation with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "**CITY**") and **100 FORE STREET, LLC**, a Maine limited liability company doing business at 100 Fore Street in Portland, Maine (hereinafter "**100 FORE**") and **167 FORE STREET LLC**, a Maine limited liability company doing business at 167 Fore Street in Portland, Maine (hereinafter "**167 FORE**")

**W I T N E S S E T H:**

**WHEREAS, 100 FORE is constructing and developing property located at 100 Fore Street in Portland, Maine pursuant to a site plan approved by the Portland Planning Board on January 8, 2019 and identified as a Project ID (the "100 FORE project"); and**

**WHEREAS, the 100 FORE project includes a 543-space parking garage with 16 traditional parking spaces located outside of the garage; and**

**WHEREAS, the Planning Board's approval of the 100 FORE project includes the following condition: "Parking garages (100 Fore Street and Ocean Gateway Garage) shall provide up to a combined total 20 municipal parking space, with 12 of those dedicated primarily for the use of the City of Portland Police Department, personal officer vehicles, at no cost to the City for five years. These spaces are to offset the loss of municipal parking in the area due to recent development projects;" and**

**WHEREAS, 167 FORE is an affiliated entity of 100 FORE and the owner of said Ocean Gateway Garage referenced above, which Garage contains 705 parking spaces; and**

## 5. Proposers Proven Capacity and Relevant Experience

**Development Team and Past Experience:** Lead project developer and principal, Jonathan S. Cohen, was born and raised in Portland. He graduated from Deering High School and received his B.B.A. from The George Washington University. This project and similar projects are very important to Mr. Cohen as he believes strongly in creating as much opportunity as possible to keep Maine's talented youth in the state, and to create opportunities to attract talented employers and employees from other states.

Mr. Cohen is the President and CEO of AD&W, still Maine based, family owned, and the largest and oldest commercial installer and fabricator of storefront, curtain wall and commercial entrances north of Boston. Throughout Jonathan's 25+ years he has been involved with more than 6,300 construction projects, from design, budget, and construction through to completion, occupancy and sale or retention.

Mr. Cohen currently owns and manages more than 1,250,000 square feet of real estate in Maine. A few of Mr. Cohen's current projects underway include: the development of 52,000 square feet at Falmouth Center Falmouth, Maine; completion of a 84,000 square foot office building, approx. 5,000 sq ft of retail and 543 car garage at 100 Fore street Portland, Maine.

Mr. Cohen was also integral to the design, budget and construction of 167 Fore Street Portland, Maine Ocean Gateway Garage Offices, 1 Hancock Street Portland, Maine, Wex World Headquarters, 10 Exchange Street Portland, renovate and reopen 27 condominiums, 416-420 Fore street Portland, Maine, rehab and renovate 12,000 sq ft mixed use building.

Mr. Cohen has numerous financial institutions which have committed to working with him on this and any other project he wishes to undertake. Archetype will serve as the architect for this project, and the development team will include a Maine based GC or CM and almost all Maine Based trades..

## Dan Smith/(SHP) Subsidized Housing Partners

1838 Sir Tyler Drive, Suite 210 • Wilmington NC 28405 • (910) 509-1781

Dan Smith is a principal of Subsidized Housing Partners (SHP) and SHP Management Corp. with offices in Cumberland Foreside, Maine and Wilmington, North Carolina. Dan is a graduate of Cheverus High School and attended The University of Southern Maine. Having grown up in Maine, Dan feels very strongly about creating opportunities for the next generation, and that is one of the reasons why he has turned his attention to Greater Portland. Dan has been active in various real estate deals for more than 30 years and is invested in over 7,500 units of affordable housing in Connecticut, Rhode Island, Maine, Massachusetts, Maryland, New York, and New Jersey and has strong bank relationships with many banks. No stranger to development, Dan has over 3,000 residential lots in development and an additional 1,000 apartment units under construction in North Carolina. Dan has various holdings including 270,000 square feet of Class A offices in Wilmington, NC.

# EXHIBIT E

Freedom Way – Legal Description

EXHIBIT F

Hancock Street Easement

# EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS**,** that **144 FORE ST. OZ LLC**, a Maine limited liability company having a mailing address of One Portland Square, Suite 6A, Portland, ME 04101 ("Grantor") in consideration of One Dollar ($1.00) and other valuable consideration paid by the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 ("Grantee"), does hereby grant, with quitclaim covenants, to the said City of Portland the certain nonexclusive easements and rights of way described below, and on, over, under, through, and across the real property described in Exhibit A attached hereto and shown on the diagram attached hereto as Exhibit B (the "Easement Area"), both of which are incorporated herein by reference and made a part hereof, which Easement Area is a portion of Grantor's real property described in a deed recorded in the Cumberland County Registry of Deeds in Book ___, Page ___ (the "Property").

1) A public access easement, which shall be ADA compliant, to enter the Easement Area by pedestrians, bicycles, and other non-motorized pedestrian uses. Grantor, its successors and assigns shall be responsible for reasonable maintenance and repair, and all costs thereof, of the Easement Area, except to the extent that the need for such maintenance and repair is due to damage caused by Grantee. Grantor shall also be responsible for removal of snow and ice from the Easement Area and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice. Notwithstanding the foregoing, Grantee shall have the right, but not the obligation, to maintain or repair the Easement Area, or to remove snow therefrom, when Grantee, in its sole discretion, deems such maintenance, repair or snow removal necessary to ensure public safety and Grantor has failed to perform the same within a reasonable time after notice from Grantee. Grantor shall reimburse Grantee for all reasonable costs incurred by Grantee in performing such maintenance or repair work within 30 days after Grantor's receipt of demand from Grantee. Notwithstanding anything to the contrary in this paragraph, emergency vehicles as well as motorized snow removal vehicles and equipment shall be permitted in the Easement Area in accordance with applicable federal and/or state laws regulating accessibility for such devices, vehicles, or equipment.

2) An easement and right of way for the purpose of, and conveying the right, but not the obligation, to enter the Easement Area with workers, equipment, and vehicles, and to construct, install, and perpetually maintain on, under, through, and across the Easement Area, conduits and/or pipelines, together with all necessary fixtures and appurtenances, for retaining, channeling, or conveying storm water, sewer water, electricity, gas, communications, and other utilities; together with the right, but not the obligation, to lay, relay, replace, repair, maintain, clean, and remove said conduit and/or pipelines and related fixtures and appurtenances; together with the right, but not the obligation, at all times to make connections with said utility systems on land adjoining the Easement Area by means of pipes or other services; and together with the right, but not the obligation, to trim, cut down and remove trees, bushes, and other vegetation of all kinds, to remove debris and deposits of any kind to such extent as Grantee determines is reasonably necessary or appropriate for any of the above purposes; and to enter upon said Easement Area at any and all times for any of the foregoing purposes; provided, however, that Grantee, their successors and assigns, shall (i) give reasonable notice to Grantor, their heirs, successors and assigns, prior to each such entry onto the Easement Area, (ii) exercise their rights granted hereunder in a commercially reasonable manner, and (iii) restore the surface of the Easement Area as soon as practicable following each such entry to substantially the condition that existed thereon just prior to such entry.

The easements given herein are qualified by the following terms and conditions limiting or affecting the easement rights granted and created hereunder:

a. The rights and easements granted herein shall be subject to the right of the Grantor to prohibit any noisome or offensive use that disturbs the peaceful enjoyment of the use of the Easement Area and the Property.
b. Grantor may temporarily close public access to portions of the Easement Area in the event of unsafe conditions or for purposes of maintenance and repair, but only to the extent necessary to remedy such unsafe conditions or perform such maintenance or repairs.
c. The consumption of alcoholic beverages by members of the general public shall not be permitted within the Easement Area, provided, however, that the foregoing prohibition on the consumption of alcoholic beverages shall not in any way apply to nor otherwise restrict the use of the Property, including the Easement Area, by any of Grantor's tenants and licensees and such tenants' and licensees' customers and guests, provided that such use does not unreasonably interfere with the Grantee's and public's rights described herein.
d. The rights and easements granted herein shall be subject to Grantor's reservation of rights for Grantor to access, use and enjoy the Easement Area in any manner that shall not unreasonably interfere with the Grantee's and public's rights described herein, to improve the Easement Area in accordance with Grantor's development of its Property and the Planning Board approvals regarding the

same, and to install, use, maintain, and repair Grantor's fixtures, improvements, infrastructure and other utilities located or to be located within the Easement Area.

Grantor agrees not to use or permit any use, condition or state of disrepair in the Easement Area that would be contrary to or otherwise unreasonably interfere with the use of the Easement Area by the City and the public in the manner contemplated herein.

The public access easement granted herein is given for recreational use and the Grantor and Grantee claim the rights and protections against liability in accordance with Title 14 M.R.S. §159-A to the maximum extent permitted by law.

[End of Page / Signature Page Follows]

IN WITNESS WHEREOF, the said ____________________ has hereunto caused this instrument to be signed by _______________, its _______________, duly authorized, this ______ day of _________________, 2023.

WITNESS: GRANTOR

____________________________________ ________________________________
Print Name: ______________________
Its______________________________

STATE OF MAINE
CUMBERLAND, ss. ________________, 2023

Personally appeared the above-named ________________ in their capacity as ______________ of _________________ and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of ____________________.

Before me,

___________________________________
Notary Public/Attorney-at-Law

________________________________
Print Name

# Exhibit A

## EXHIBIT G
Thames Street Easement

# EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS**,** that **144 FORE ST. OZ LLC**, a Maine limited liability company having a mailing address of One Portland Square, Suite 6A, Portland, ME 04101 ("Grantor") in consideration of One Dollar ($1.00) and other valuable consideration paid by the **CITY OF PORTLAND**, a body politic and corporate with a mailing address of 389 Congress Street, Portland, Maine 04101 ("Grantee"), does hereby grant, with quitclaim covenants, to the said City of Portland the certain nonexclusive easements and rights of way described below, and on, over, under, through, and across the real property described in Exhibit A attached hereto and shown on the diagram attached hereto as Exhibit B (the "Easement Area"), both of which are incorporated herein by reference and made a part hereof, which Easement Area is a portion of Grantor's real property described in a deed recorded in the Cumberland County Registry of Deeds in Book ___, Page ___ (the "Property").

1) A public access easement to enter the Easement Area, which shall be ADA compliant, by motor vehicles, pedestrians, bicycles, and other non-motorized pedestrian uses. Grantor, its successors and assigns shall be responsible for reasonable maintenance and repair, and all costs thereof, of the Easement Area, except to the extent that the need for such maintenance and repair is due to damage caused by Grantee. Grantor shall also be responsible for removal of snow and ice from the Easement Area and to otherwise comply with all laws, rules, regulations, and ordinances governing the removal of snow and ice. Notwithstanding the foregoing, Grantee shall have the right, but not the obligation, to maintain or repair the Easement Area, or to remove snow therefrom, when Grantee, in its sole discretion, deems such maintenance, repair or snow removal necessary to ensure public safety and Grantor has failed to perform the same within a reasonable time after notice from Grantee. Grantor shall reimburse Grantee for all reasonable costs incurred by Grantee in performing such maintenance or repair work within 30 days after Grantor's receipt of demand from Grantee.

2) An easement and right of way for the purpose of, and conveying the right, but not the obligation, to enter the Easement Area with workers, equipment, and vehicles, and to construct, install, and perpetually maintain on, under, through,

and across the Easement Area, conduits and/or pipelines, together with all necessary fixtures and appurtenances, for retaining, channeling, or conveying storm water, sewer water, electricity, gas, communications, and other utilities; together with the right, but not the obligation, to lay, relay, replace, repair, maintain, clean, and remove said conduit and/or pipelines and related fixtures and appurtenances; together with the right, but not the obligation, at all times to make connections with said utility systems on land adjoining the Easement Area by means of pipes or other services; and together with the right, but not the obligation, to trim, cut down and remove trees, bushes, and other vegetation of all kinds, to remove debris and deposits of any kind to such extent as Grantee determines is reasonably necessary or appropriate for any of the above purposes; and to enter upon said Easement Area at any and all times for any of the foregoing purposes; provided, however, that Grantee, their successors and assigns, shall (i) give reasonable notice to Grantor, their heirs, successors and assigns, prior to each such entry onto the Easement Area, (ii) exercise their rights granted hereunder in a commercially reasonable manner, and (iii) restore the surface of the Easement Area as soon as practicable following each such entry to substantially the condition that existed thereon just prior to such entry.

The easements given herein are qualified by the following terms and conditions limiting or affecting the easement rights granted and created hereunder:

a. The rights and easements granted herein shall be subject to the right of the Grantor to prohibit any noisome or offensive use that disturbs the peaceful enjoyment of the use of the Easement Area and the Property.
b. Grantor may temporarily close public access to portions of the Easement Area in the event of unsafe conditions or for purposes of maintenance and repair, but only to the extent necessary to remedy such unsafe conditions or perform such maintenance or repairs.
c. The consumption of alcoholic beverages by members of the general public shall not be permitted within the Easement Area, provided, however, that the foregoing prohibition on the consumption of alcoholic beverages shall not in any way apply to nor otherwise restrict the use of the Property, including the Easement Area, by any of Grantor's tenants and licensees and such tenants' and licensees' customers and guests, provided that such use does not unreasonably interfere with the Grantee's and public's rights described herein.
d. The rights and easements granted herein shall be subject to Grantor's reservation of rights for Grantor to access, use and enjoy the Easement Area in any manner that shall not unreasonably interfere with the Grantee's and public's rights described herein, to improve the Easement Area in accordance with Grantor's development of its Property and the Planning Board approvals regarding the same, and to install, use, maintain, and repair Grantor's fixtures, improvements, infrastructure and other utilities located or to be located within the Easement Area.

Grantor agrees not to use or permit any use, condition or state of disrepair in the Easement Area that would be contrary to or otherwise unreasonably interfere with the use of the Easement Area by the City and the public in the manner contemplated herein.

The public access easement granted herein is given for recreational use and the Grantor and Grantee claim the rights and protections against liability in accordance with Title 14 M.R.S. §159-A to the maximum extent permitted by law.

[End of Page / Signature Page Follows]

IN WITNESS WHEREOF, the said ____________________ has hereunto caused this instrument to be signed by _______________, its _______________, duly authorized, this ______ day of _________________, 2023.

WITNESS: GRANTOR

____________________________________ ________________________________

Print Name: ______________________

Its______________________________

STATE OF MAINE

CUMBERLAND, ss. ________________, 2023

Personally appeared the above-named ________________ in their capacity as ______________ of _________________ and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of ____________________.

Before me,

___________________________________

Notary Public/Attorney-at-Law

________________________________

Print Name

# Exhibit A

<u>EXHIBIT H</u>
Form of Amendment to the Parking Agreement

**FIRST AMENDMENT**
**TO**
**PARKING AGREEMENT**

THIS FIRST AMENDMENT TO PARKING AGREEMENT is made as of the ____ day of ____________, 2023, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 (“City”) and 100 FORE STREET, LLC, a Maine limited liability company doing business at 100 Fore Street in Portland, Maine (hereinafter "100 FORE") and 167 FORE STREET LLC, a Maine limited liability company doing business at 167 Fore Street in Portland, Maine (hereinafter "167 FORE")

WITNESSETH:

WHEREAS, City, 100 FORE and 167 FORE entered into a certain Parking Agreement dated May 26, 2021 (the “Agreement”) with respect to the City’s use of parking spaces at the 100 FORE GARAGE and the 167 FORE GARAGE; and

WHEREAS, City and Licensee wish to amend the Agreement in order to extend its term and increase the number of parking spaces provided to the City as provided herein:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment have the same meaning as those terms have in the Agreement.

2. In section 1 of the Agreement, “twenty (20)” is hereby deleted and replaced with “twenty-five (25),” meaning and intending to increase the number of Parking Spaces provided to the City under the Agreement from 20 to 25.

3. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

   “This Agreement shall be effective as of the date the 100 FORE GARAGE opens for business and shall continue until __________ ____, 20__, unless earlier terminated as outlined herein.” [*insert date that is 4 years after the closing of the Purchase and Sale Agreement between the City and 144 Fore St. OZ LLC*].

4. Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the

Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth above.

| | |
|---|---|
| WITNESS: | CITY OF PORTLAND |
| ______________________________ | By: ______________________________<br>Danielle P. West<br>Its Interim City Manager |
| WITNESS: | 100 FORE STREET LLC |
| ______________________________ | By: ______________________________<br>Jonathan Cohen<br>Its: Manager |
| WITNESS: | 167 FORE STREET LLC |
| ______________________________ | By: ______________________________<br>Jonathan Cohen<br>Its: Manager |

EXHIBIT I

Copy of Parking Agreement

EXHIBIT J

Form of City License Agreement

**PARKING AGREEMENT BY AND BETWEEN**
**CITY OF PORTLAND**
**AND**
**100 Fore Street, LLC and 167 Fore Street LLC**

**THIS AGREEMENT** is made as of the 26th day of May, 2021, by and between the **CITY OF PORTLAND**, a municipal corporation with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "**CITY**") and **100 FORE STREET, LLC**, a Maine limited liability company doing business at 100 Fore Street in Portland, Maine (hereinafter "**100 FORE**") and **167 FORE STREET LLC**, a Maine limited liability company doing business at 167 Fore Street in Portland, Maine (hereinafter "**167 FORE**")

**W I T N E S S E T H:**

**WHEREAS**, **100 FORE is constructing and developing property located at 100 Fore Street in Portland, Maine pursuant to a site plan approved by the Portland Planning Board on January 8, 2019 and identified as a Project ID (the "100 FORE project"); and**

**WHEREAS, the 100 FORE project includes a 543-space parking garage with 16 traditional parking spaces located outside of the garage; and**

**WHEREAS, the Planning Board's approval of the 100 FORE project includes the following condition: "Parking garages (100 Fore Street and Ocean Gateway Garage) shall provide up to a combined total 20 municipal parking space, with 12 of those dedicated primarily for the use of the City of Portland Police Department, personal officer vehicles, at no cost to the City for five years. These spaces are to offset the loss of municipal parking in the area due to recent development projects;" and**

**WHEREAS, 167 FORE is an affiliated entity of 100 FORE and the owner of said Ocean Gateway Garage referenced above, which Garage contains 705 parking spaces; and**

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **100 FORE** and **167 FORE** agree to provide parking to **CITY** on the following terms:

**1**. **Spaces**

**100 FORE AND 167 FORE** shall provide the **CITY** with twenty (20) parking spaces for the exclusive use by **CITY** employees (the "City Parking Spaces") pursuant to the terms and conditions of this Agreement. The City Parking Spaces will be located in the garage located at 100 Fore Street ("100 FORE GARAGE") and constructed as part of the 100 FORE project and/or at the garage located at 167 Fore Street known as said Ocean Gateway Garage referenced above ("167 FORE GARAGE") (collectively "**GARAGES**"). The City Parking Spaces will not be assigned or reserved for the exclusive use by **CITY**. The **CITY** and/or its employees will be permitted to access and utilize the City Parking Spaces using an EZPass or Proximity Card (up to a limit of twenty (20)) purchased by **CITY** at its expense for use with the FlashTM Parking Systems in the **GARAGES.** Consistent with its management practices and leasing arrangements with other long term parking tenants at the **GARAGES, 100 FORE** reserves the right to shift the **CITY** spaces between **GARAGES**, during the Agreement term. **CITY** shall distribute and assign parking passes for access to the City Parking Spaces to **CITY** employees as it sees fit and in its sole discretion but will ensure that parking passes for fourteen (14) of the City Parking Spaces are distributed for the exclusive use of the Portland Police Department.

**2.** **Term**

This Agreement shall be effective as of the date the 100 FORE GARAGE opens for business and shall continue for a period of five (5) years, unless earlier terminated as outlined herein.

**3**. **Rent**

During the term of this Agreement, **100 FORE** and **167 FORE** agree to provide the City Parking Spaces to **CITY** at no charge, except that **CITY** and/or its employees shall be responsible for the cost and replacement of any parking pass or card issued by **100 FORE** and**167 FORE**, its agents or assigns for access to and use of the City Parking Spaces and **GARAGES**. The price charged to and paid by **CITY** for parking passes or cards providing access to the City Parking Spaces and the **GARAGES** pursuant to this Agreement shall be the same price charged to all other holders of parking passes to the **GARAGES.**

**4. <u>Purposes</u>**

**CITY** shall use the City Parking Spaces solely for the parking of vehicles for its employees for the duration of this Agreement and for no other purpose. **CITY** employees will abide by the rules and regulations of the **GARAGES** as outlined in the registration form attached hereto as **Attachment A**. A failure of any **CITY** employee to abide by such rules and regulations shall be a default hereunder and in the event such employee fails to remedy such default within twenty-four (24) hours of receipt of notice of the same from **100 FORE**, **167 FORE** and/or the manager of the **GARAGES**, then, in the case of the foregoing, **100 FORE**, **167 FORE**, as the case may be, shall have the right to terminate such employee's parking rights pursuant to this Agreement. Overnight parking in the City Parking Spaces by no more than six (6) **CITY** card holders, which may include **CITY** police officers, will be allowed in the 167 FORE GARAGE but not in the 100 FORE GARAGE.

**5. <u>Assignment</u>**

This Agreement may not be assigned without all parties' prior written consent.

**6. <u>Termination</u>**

**CITY** party may terminate this Agreement with or without cause at any time upon prior written notice to **100 FORE** and **167 FORE**.

**7. <u>Default</u>**

In the event that **100 FORE** and **167 FORE** shall be in default of any term or condition herein agreed to, such violations may be deemed a violation of the Site Plan Approval granted to **100 FORE** by the Portland Planning Board dated January 8, 2019 and subject to enforcement action and the imposition of penalties pursuant to 30-A M.R.S. 4452.



JVC

**8. Notices**

Any notices which are required hereunder, or which either **100 FORE** and **167 FORE** or **CITY** may desire to serve upon the other shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage pre-paid, return receipt requested, addressed to **100 FORE** and **167 FORE** at P.O. Box 910 Westbrook, Me 04098-0910 or addressed to **CITY** at City Manager, 389 Congress Street, Portland, ME 04101 with a copy to John Peverada, Parking Manager.

**9. Waiver**

Waiver by either party of any default in performance by the other of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

**10. Compliance with Laws**

This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

**11. Counterparts**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Parking Agreement to be signed in its corporate name and sealed with its corporate seal by Jon P. Jennings,

JPC

its City Manager, thereunto duly authorized, **100 FORE STREET, LLC** has caused this Parking Agreement to be signed by Jonathan Cohen, Manager, thereunto duly authorized, and 1**67 FORE STREET LLC** has caused this Parking Agreement to be signed by Jonathan Cohen, Manager, as of the day and date first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

**WITNESS:**

_______________________________

**CITY OF PORTLAND**

DocuSigned by:
Jon P. Jennings
By: 4F521A7E920344B...

Jon P. Jennings

City Manager

**WITNESS:**

_______________________________

**100 FORE STREET, LLC**

By:_______________________

Name: Jonathan Cohen

Its: Manager

**WITNESS:**

_______________________________

**167 FORE STREET LLC**

By:_______________________

Name: Jonathan Cohen

Its: Manager



DS
JT

# Attachment A

[See Attached Card Holder Agreement and Rules and Regulations for the GARAGES]

**167 Fore Street, LLC Unified Parking Partners Ocean Gateway Parking Garage** Card # ________________

## AGREEMENT for MONTHLY PARKING – Terms and Conditions

Unified Parking Partners (UPP), managing agent of the Ocean Gateway Parking Garage (OGG), and the undersigned cardholder (Account Holder), hereby agree that the Account Holder may use the OGG on an unreserved basis subject to the following terms and conditions:

1. UPP manages the garage. Any questions concerning billing, new cards, etc., should be directed to the garage management at (207) 747-4230 or emailed to ogg@unifiedparkingpartners.com
2. Monthly Parking fees are **DUE IN ADVANCE,** without notice, on the **FIRST DAY OF EACH MONTH.** A **5% LATE FEE** will be charged if the parking fee is not paid by the fifth day of the month. Checks returned for insufficient funds will incur a fee of $35.00. A month is defined as the 1st day of a calendar month through and including the last day of a calendar month.
3. WE ACCEPT CHECKS OR CREDIT CARDS. Checks must include your garage in the memo line, include the account holder's name, and be made payable to Unified Parking Partners and mailed to Unified Parking Partners 496 Congress St. Suite 3, Portland, ME 04101.
4. OWNERS PARK AT THEIR OWN RISK. UPP will not be liable for any destruction, loss or damage to the Owner's vehicle or any other property or for any injury to the owner or any other person resulting from use of the garage.
5. The card issued to the undersigned is solely for that persons' use. Any card used by persons other than agreed may be revoked. This agreement may be terminated 30 days before the first of the month by the Account Holder by returning the card and a filling out cancellation form to the UPP management office located on the third floor of the corporate office or by UPP at any time. Parking may be terminated immediately by UPP if Account Holder is found in violation of the terms of this Agreement. This Agreement is immediately terminated if the Account Holder leaves the firm listed below and the card is not transferred, with permission of UPP, to someone else in the firm.
6. The Parking garage is not to be used as storage. Any vehicle which has remained parked for more than 5 parking days without permission of UPP will be considered stored and may be towed at Owner's expense.
7. Parking cards are very fragile. Please handle them with care and avoid heat or cold as they may warp and crack. Lost cards must be reported immediately. Lost cards will be replaced at a cost of $35.00. The $35.00 fee must be paid when the replacement card is picked up. If the card is broken, all pieces of the broken card must be returned.
8. By accepting a card, the Account Holder agrees to be responsible for adhering to these policies. This contract remains in effect if the original card has been replaced due to loss or breakage, or upon transfer of the card within the firm.
9. $25.00 Card Activation Fee and First Month's rent of $182.00 must be paid when this contract is completed and submitted.
10. UPP holds the right to terminate this agreement as well as increase the monthly fee by giving a 30 day notice.

**Unified Parking Partners does not divulge personal information. We collect the following as contact information in case of emergency.**

**Name:** ________________________________________

**Email (contact and/or billing):** ________________________________________

**Phone:** ________________________________________

**Organization (if applicable):** ________________________________________

**Year/Make/Model:** ____________________ **Plate#/State/Color** ____________________

ACCOUNT HOLDER OR ITS REPRESENTATIVE HEREBY ACKNOWLEDGES AND AGREES TO THE ABOVE TERMS AND CONDITIONS AND RETAINS ONE COPY OF THIS AGREEMENT:

**Signature: Date:**

Unified Parking Partners
The Best Parking Minds on one team

**CONSUMER / BUSINESS AUTHORIZATION FOR DIRECT PAYMENT VIA Credit Card / Debit Card Parking**

**Location:**________________________________________

Direct Payment via credit/debit card is the transfer of funds from a consumer account for the purpose of making a payment. I (we) authorize Unified Parking Partners to electronically debit my (our) account
(And, if necessary, electronically credit my (our) account to correct erroneous debits[1]) as follows:

**Credit/Debt Card Information:**

Name on Card: ________________________________________

Credit Card No. ________________________________________

Billing Address: ________________________________________

Expiration Date: ________________________________________

CVV: ________________________________________

I authorize electronic debit / credits to the depository financial institution named below ("DEPOSITORY"). I (we) agree that credit transactions I (we) authorize comply with all applicable law.

**Date(s) and/or frequency of debit(s):**

Recurring monthly One Time Payment

Number of Months____ Dollar Amount Authorized_______________(please enter the monthly invoiced amount) I

(we) understand that this authorization will remain in full force and effect until I (we) notify Unified Parking Partners

In writing, by mail at 496 Congress Street Suite 2B Portland, Maine 04101, that I (we) wish to revoke this authorization. I (we) understand that Unified Parking Partners requires at least 30 daysprior notice in order to cancel this authorization.

Name(s)

________________________________________ (Please

Print)

Date ____________Signature(s) ____________________________________

**167 FORE ST**
**COVETRUS**

**Ocean Gateway Garage**
Card # ____________________

OCEAN GATEWAY GARAGE PARKING AGREEMENT

Unified Parking Partners (UPP), managing agent of the Ocean Gateway Garage, and the undersigned cardholder (Owner), herby agree that the undersigned may use the Ocean Gateway Garage on an unreserved basis, subject to the following terms and conditions:

1. Unified Parking Partners manages the garage. Any questions concerning billing, new cards, etc., should be directed to the garage management at (207) 747-4230 or emailed to **karla@unifiedparkingpartners.com**
2. Monthly Parking fees are **DUE IN ADVANCE**, without notice on the **FIRST DAY OF EACH MONTH**. A **5% LATE FEE** will be charged if the parking fee is not paid by the first day of the month. Checks returned for insufficient funds will incur a fee of $25.00. A month is defined as the 1st day of a calendar month through and including the last day of a calendar month. Cards will be shut off on or before the 5th of the month if payment is not received. If payment is not received by the 5th of each month the parking card will be deactivated. The easiest way the easiest way to avoid late fees or deactivation is to fill out our credit card authorization form.
3. Reserved spaces are for authorized parkers only. Any unauthorized person who parks in a reserved space is subject to towing at the vehicle owner's expense.
4. All reserved spaces are billed at double the posted rate. The posted rate can be found in the first-floor lobby office. This rate is subject to change 30 days' notice.
5. **WE ACCEPT CHECK OR CREDIT CARD for initial payment. Checks must be made payable to: Unified Parking Partners LLC.** All future payments must be made by submitting credit card information to be held on file and billed recurring each month.
6. **OWNERS PARK AT THEIR OWN RISK.** Neither Unified Parking Partners, nor 167 Fore Street LLC will be liable for any destruction, loss or damage to Owner's vehicle or any other property or for any injury to owner or any other person resulting from the use of the garage.
7. The card issued to the undersigned is solely for that person's use. Any card used by persons other than agreed may be revoked. This agreement may be terminated by ACCOUNT HOLDER returning card to the UPP management office located on the ground floor of the garage, on the last business day of any month or by UPP giving 30-day notice in writing to Account Holder. Garage management and ownership reserve the right to terminate or limit access to the parking garage at any time.
8. The speed limit in the parking garage is 5 mph.
9. If you are storing a vehicle in the garage for longer than 48hrs, then we ask you contact garage management via email and identify the owner, vehicle information and the reason why it is being stored.
10. There are trash barrels on each level of the garage. Please be courteous to your neighbors and do not litter. The garage staff appreciates your assistance in this matter.
11. Remember to lock your vehicles. Unified Parking Partners and garage ownership are not liable for stolen, damaged or lost items.
12. Vandalism of any type will not be tolerated in the garage. Anyone found in violation f this will be subject to immediate eviction.
13. All vehicles driving in the garage must use their headlights. This is for both your safety and others.
14. Parking cards are very fragile. Please handle them with care and avoid heat or cold, as they warp and crack. Lost cards must be reported immediately. Lost cards will be replaced at a cost of $35.00. The $35.00 fee must be paid when the replacement card is picked up. All pieces of broken card must be returned.
15. By accepting a card, user agrees to be responsible for adhering to these policies. This contract remains in effect if the original card has been replaced due to loss or breakage, or upon transfer of the card within the firm.
16. There is a $25.00 card activation fee due with first month's rent must be paid when this contract is completed and submitted.
17. When exiting the garage please be mindful of pedestrians crossing on the sidewalk, use caution and drive slowly.'
18. Please contact the garage Manager On Duty at 207-712-1235 if you are unable to find a parking space or notice any issues of concern within the parking garage.
19. Everyone is required to park in one space. Please be mindful of others and park between the lines.
20. Please back into parking spaces when possible. This ensures the safety of all parties while exiting the garage.
21. While driving in the garage, please stay to the right. DO NOT drive in the center of the drive lane.
22. A copy of each monthly parker/lease holder vehicle registration **MUST** be submitted to garage management.

**Excluded and Prohibited from the garage**

- Parking in **Any** designated restricted areas
- Vehicle without current state registration/plates or inspection stickers
- Vehicle repairs (exceptions: AAA flat tires/batteries)
- Motorcycles/mopeds/bicycles/scooters & related
- Skateboards/rollerblades/roller-skates /Segway's
- Drug and/or alcohol consumption
- Propane tanks
- Loitering/soliciting/ pan-handling, etc.

Your safety is our top priority and we appreciate your cooperation. If you have any questions or comments regarding any of the above-mentioned rules, please don't hesitate to contact our corporate office at **207-747-4230**

Unified Parking Partners management will never divulge personal information. We collect the following as contact information in case of emergency.

Cardholder Information

Parker Name(please print): ______________________

Daytime Phone: ______________________

Daytime Email: ______________________

Work Phone: ______________________

Employer: ______________________

Last 7 digits of EZPASS: ______________________

Account Information

Billing Name: ______________________

Billing Address: ______________________

City/State/Zip: ______________________

Billing Phone: ______________________

Billing email: ______________________

Contact Name: ______________________

Parking Start Date: ______________________

Vehicle Information: Please enter information for every vehicle (if more than one) that you drive.

Vehicle Information:

Make______________________

Model______________________

Color______________________

State______________________

Plate no______________________

Vehicle Information

Make______________________

Model______________________

Color______________________

State______________________

Plate no.______________________

ACCOUNT HOLDER OR ITS REPRESENTATIVE HEREBY ACKNOWLEDGES AND AGREES TO THE ABOVE TERMS AND CONDITIONS AND RETAINS ONE COPY OF THIS AGREEMENT:

Signature: ______________________ Date: ______________________

City of Portland | Housing and Economic Development Department
Mary P. Davis, Interim Director

# MEMORANDUM

**TO:** Chair and Members of the Housing and Economic Development Committee

**FROM:** Mary Davis, Interim Director

**DATE:** February 17, 2023

**SUBJECT:** 2023 HEDC Work Plan and Draft Schedule

The work plan and draft schedule for the Housing and Economic Development Committee is attached. The work plan includes items noted in the Facilitators Report from the January 17 work plan discussion.

The facilitators report is included in the minutes for the January 17. As has been our practice, the work plan and schedule will be included on every HEDC meeting agenda to provide an opportunity for committee members to provide updates and direction on the agenda schedule.

389 Congress Street, Portland, ME 04101 – www.portlandmaine.gov – (207) 874-8683

**DRAFT**
**Housing & Economic Development Committee**
**2023 Work Plan Schedule**
**as of February 17, 2023**

February 21, 2023
1. Workshop - Responsibilities of the Housing and Economic Development Department
2. Review Letter from the Rental Housing Advisory Committee
3. (Public Hearing) Review and Recommendation to the City Council – FY24 Housing Program Budget
4. (Public Hearing) Review and Recommendation to the City Council - HOME-ARP Program Plan
5. (Public Hearing) Review and Recommendation to the City Council - Thames Street Purchase and Sale Agreement

March 21, 2023
1. Presentation of Annual Report from Permitting & Inspections Dept. Re: Short/Long Term Rental Registration Program and Housing Safety.
2. Communication - Memo from City Staff regarding the Franklin Street Redesign Plan
3. (Public Hearing) Review and Recommendation to the City Council – 2022 Jill C. Duson Housing Trust Fund Annual Plan
4. (Public Hearing) Review and Vote to Approve the Issuance of 2023 Affordable Housing TIF and Affordable Housing Development Fund Application for the Jill C. Duson Housing Trust Fund, HOME Program
5. (Public Hearing) Review and Recommendation to the City Council to continue to Participate in the Cumberland County HOME Consortium
6. (Public Hearing) Review and Recommendation to the City Council Regarding establishing a Tourism Improvement District.
7. (Public Hearing) Review and Recommendation to the City Council - USL Soccer Proposal at Fitzpatrick Stadium

April 18, 2023
1. (Public Hearing) Review and Recommendation to the City Council - Report to HUD on Analysis of Impediments to Fair Housing
2. Workshop - Portland's Eastern Waterfront
3. (Public Hearing) Review and Recommendation to the City Council - Amendment to the City's Tax Increment Financing Policy

May 21, 2023
1.

June 20, 2023
1.

July 18 2023
1.

August 15, 2023
1.

September 19, 2023
1.

October 17, 2023
1.

November 21, 2023
1.

December 19, 2023
1.

COMPLETED WORK

<u>January 17, 2023</u>

1. Facilitated Work Plan Discussion

**2023 Housing and Economic Development Committee Draft Work Plan February 17, 2023**

| | Annual Committee Work | Staff Recommendations | Committee Members' Priorities | Status |
|---|---|---|---|---|
| **ECONOMIC DEVELOPMENT POLICY** | | | | |
| Review Tax Increment Financing (TIF) investment in workforce training for FY2024 funding. | | X | | |
| Vote on Tourism Improvement District proposal | | X | | |
| Research and present options for public-private partnerships to support parking garage and possible new affordable housing - City-owned Bayside Lot 6, (corner of Somerset & Chestnut St) acquired by the City Council through eminent domain | | X | | |
| Waterfront Activity Workshop including - Harbor Dredge Project, Portland Harbor Commons, Off-Shore Wind, and other items | | X | X | |
| Accessibility of Public Buildings, ADA Compliance | | | X | |

| | Annual Committee Work | Staff Recommendations | Committee Members' Priorities | Status |
|---|---|---|---|---|
| **AFFORDABLE HOUSING POLICY AND BUDGETS** | | | | |
| Policy Discussion re: (1) Guidelines and Priorities for the allocation of city resources for housing development (2) use of priority nodes and corridors for housing development (possible committee workshop with Planning Dept staff) | X | X | X | |
| Review of FY 2024 Housing Program Budget | X | | | |
| Review of 2023 Jill C. Duson Housing Trust Fund Annual Plan and the 2023 Affordable Housing Development Application | X | | | |
| Review and Analysis of the Role of the Rental Housing Advisory Committee | | X | X | |

| | Annual Committee Work | Staff Recommendations | Committee Members' Priorities | Status |
|---|---|---|---|---|
| **AFFORDABLE HOUSING/ECONOMIC DEVELOPMENT - PUBLIC-PRIVATE PARTNERSHIPS, REAL ESTATE TRANSACTIONS** | | | | |
| Review and Vote to Approve Funding Requests Received from the Affordable Housing Development Applications for City Housing Trust, HOME funds & AHTIF CEA Requests. | X | X | | |
| Review City Owned property to sell/lease to support affordable housing | | X | | |
| Portland United Soccer League Proposal | | | | |
| Purchase & Sale Agreement - Sale of a portion of City-owned Thames St. Property | | X | | |
| Kennebec Street Realignment (from Brattle to Forest) | | | | |
| Review of Franklin Street Plan and Possible Use of Federal Reconnecting Communities Grant - Possible Joint Meeting with Sustainability & Transportation | | | X | |

| | Annual Committe e Work | Staff Recommendations | Committee Members' Priorities | Status |
|---|---|---|---|---|
| **ANNUAL REPORTS AND ACTIONS** | | | | |
| Presentation of 2022 Housing Report Part I and Part II | X | | | |
| FY24 Annual Allocation Plan (Jan-April) & Analysis of Impediments to Fair Housing | X | X | | |
| Presentation, Annual Overview, Integrated Report -Permitting & Inspections, Fire Depart Short-term/Long-term Rental Housing Safety & Inspection Program - Implementation & Financial Report/ Discussion of Dept. Staff Needs | X | | Process established under prior Housing Committee X | |
| City TIF District Annual Activity Report (November) | X | | | |
| Committee Annual Accomplishment Report (November) | X | | | |