KATE SNYDER (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
ROBERTO RODRÍGUEZ (A/L)

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANDREW ZARRO (4)
MARK N. DION (5)

SPECIAL CITY COUNCIL MEETING - JUNE 12, 2023

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

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

REMOTE ACCESS INFORMATION:

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

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

Please click the link below to join the webinar:
https://portlandmaine-gov.zoom.us/j/86021082869?pwd=dlEvdVZZcUExcjQrZFNHMFZaS3BwUT09
Passcode: 296862
Or One tap mobile :
+13052241968,,86021082869#,,,,*296862# US
+13092053325,,86021082869#,,,,*296862# US
Or Telephone:
+1 646 931 3860 US
+1 929 205 6099 US
Webinar ID: 860 2108 2869
Passcode: 296862
International numbers available: https://portlandmaine-gov.zoom.us/u/keH3gaOExs

PLEDGE OF ALLEGIANCE:

ROLL CALL:

4:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ORDERS:

Order 247-22/23 Approving the Service Provider Subcontract Between DC Management LLC, DC Blueberry LLC, the Maine Immigrants' Rights Coalition, and City of Portland Re: 166 Riverside Industrial Parkway - Sponsored by Danielle

P. West, City Manager

This item seeks approval of a service agreement for the operation of a homeless shelter in a building located at 166 Riverside Industrial Parkway. The building will be owned by DC Blueberry LLC and managed by DC Management LLC. The City and Maine Immigrants' Rights Coalition will act as the service providers for the operation of the shelter. The project will be funded by a $4,596,160 grant from Maine State Housing Authority to DC Blueberry LLC and the Center for Regional Prosperity. All expenses to purchase, renovate, furnish, and operate the building for the three-year term of the agreement will be paid for by the developer with the grant funds. The City will be responsible for being the primary service provider to operate the shelter for the first 18 months of the agreement and will be reimbursed through the General Assistance program. At the end of that 18-month period, Maine Immigrants' Rights Coalition will take over the responsibility for operating the shelter.

Five affirmative votes are required for passage after public comment.

EXECUTIVE SESSION:

ADJOURNMENT:

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 6, 2023

SUBJECT: Order 247-22/23 Approving the Service Provider Subcontract Between DC Management LLC, DC Blueberry LLC, the Maine Immigrants' Rights Coalition, and City of Portland Re: 166 Riverside Industrial Parkway - Sponsored by Danielle P. West, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:
1st Reading **Final Action 6/12/2023**

Can action be taken at a later date: No Deadlines related to associated grant funding and real estate transaction require immediate action.

Does this item involve a new contract with the City: This contract has been approved by Corporation Counsel.

PRESENTATION: Danielle West, City Manager; Michael Goldman, Acting Corporation Counsel. Presentation length - 10 Minutes. Social Services Director Aaron Geyer available to answer questions.

I. SUMMARY

II. AGENDA DESCRIPTION

This item seeks approval of a service agreement for the operation of a homeless shelter in a building located at 166 Riverside Industrial Parkway. The building will be owned by DC Blueberry LLC and managed by DC Management LLC. The City and Maine Immigrants' Rights Coalition will act as the service providers for the operation of the shelter. The project will be funded by a $4,596,160 grant from Maine State Housing Authority to DC Blueberry LLC and the Center for Regional Prosperity. All expenses to purchase, renovate, furnish, and operate the building for the three-year term of the agreement will be paid for by the developer with the grant funds. The City will be responsible for being the primary service provider to operate the shelter for the first 18 months of the agreement and will be reimbursed through the General Assistance program. At the end of that 18-month period, Maine Immigrants' Rights Coalition will take over the responsibility for operating the shelter.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

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

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Approving Service Provider Subcontract DC Management LLC re 166 Riverside 6.12.2023
2. Service Agreement_166 Riverside clean for council 060923_2
3. Public Comment Order 247

Prepared by:
Date: 06/06/2023

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

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER APPROVING THE SERVICE PROVIDER SUBCONTRACT BETWEEN DC MANAGEMENT LLC, DC BLUEBERRY LLC, THE MAINE IMMIGRANTS' RIGHTS COALITION, AND CITY OF PORTLAND RE: 166 RIVERSIDE INDUSTRIAL PARKWAY

ORDERED, that the Service Provider Subcontract between DC Management LLC, DC Blueberry LLC, the Maine Immigrants' Rights Coalition, and the City of Portland for operation of a homeless shelter at 166 Riverside Industrial Parkway is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute said subcontract and whatever other documents are necessary and approrpiate to effect the intent and purpose of this Order.

SERVICE PROVIDER SUBCONTRACT

This Subcontract is made as of the ____ day of ____________, 2023, by and among DC MANAGEMENT LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 ("DCM"), DC BLUEBERRY LLC, a Maine limited liability company with a place of business and mailing address of 631 Stevens Ave, Suite 203, Portland, Maine 04103 ("Owner") the CITY OF PORTLAND, a Maine body corporate and politic with a place of business and mailing address of 389 Congress Street, Portland, Maine 04101 ("City) and MAINE IMMIGRANTS' RIGHTS COALITION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 1 Marginal Way, Second Floor, Portland, Maine 04101 (MIRC; collectively with the City, the "Service Providers")

WITNESSETH:

WHEREAS, DCM has an agreement with Owner under which DCM will provide property management services to Owner with respect to Owner's project located at 166 Riverside Industrial Parkway in Portland, Maine (the "Property"); and

WHEREAS, the Property will serve as an emergency homeless shelter for persons for whom the City is the municipality of responsibility under 22 M.R.S. § 4307, as may be amended (the "Project"); and

WHEREAS, Maine State Housing Authority ("MaineHousing") has provided funds (the "Grant") to Center for Regional Prosperity, a Maine nonprofit corporation ("CRP") which will provide funding to be disbursed to Owner to pay for rehabilitation and operating and other costs with respect to the Project, and MaineHousing and CRP have entered into a Grant Agreement dated as of June ____, 2023 (the "Grant Agreement") governing expenditures of the Grant and reporting and other requirements, a true and correct copy of which is attached to this Agreement as Exhibit A and is incorporated herein by reference; and

WHEREAS, DCM wishes to engage Service Providers to provide to DCM and Owner services with respect to the operation of the Project as more particularly set forth in this subcontract;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For a period of six months from the date of this Agreement, the Project shall operate on an emergency basis, without final land use approvals, as provided in the Portland Portland City Code. During that time, DCB shall work to obtain, at its sole expense, all required permanent permits and approvals for operation of the Project and a certificate of occupancy. If DCB does not obtain such permits and approvals, and the Project is not allowed to continue to operate on an emergency basis, this Agreement shall terminate and parties shall have no further

obligations hereunder, except for those obligations that expressly survive termination of this Agreement.

2. The term of this Agreement shall be 3 years commencing on the date of issuance of at least a temporary certificate of occupancy for the Project that allows for occupancy by persons experiencing homelessness.

3. During the term of this Agreement, Service Providers shall be responsible for providing the services described in the Initial Service Plan (attached hereto as Exhibit B and incorporated herein by reference) and for establishing pre-occupancy procedures for the Project; resident income certification; resident selection and placement; marketing for the Project; interior janitorial services and trash removal, and all other services that Service Providers determine are required to operate the Project in accordance with applicable local, state, and federal laws, rules and regulations. Notwithstanding anything to the contrary in the Grant Agreement, DCB, Owner, and MIRC acknowledge and agree that during the term of this Agreement, the City shall have sole control over resident selection at the Project and that all residents at the Project shall be persons for whom the City is the municipality of responsibility under 22 M.R.S. § 4307, as may be amended. In carrying out its duties under this Section, City, as a Service Provider, will place individuals and/or families who are experiencing, or are at risk of experiencing, homelessness, giving priority to those individuals residing at the Homeless Service Center, whose service needs are more aligned with the services to be provided at the Project than the services being provided at the Homeless Service Center. Additionally, upon approval of the Management Plan, as that term is defined below, the Management Plan will replace the Initial Service Plan as Exhibit B to this Agreement, and Service Providers shall be responsible for performing all services described in the Management Plan. To the extent that there is any conflict between the provisions of this Agreement and the Management Plan, the provisions of the Management Plan will control. During the term of this Agreement, so long as there exists no event of default hereunder, continuing beyond the expiration of any applicable grace period, DCB and Owner will not enter into any contracts with third parties to provide shelter operations services at the Project without Service Providers' prior written consent. DCM and Owner further agree not to conduct any operations or business at the Property except as necessary for DCM to fulfill its obligations under this Agreement.

4. Except as otherwise specified in this Agreement, Service Providers will have no responsibility to maintain or repair any aspect of the Property, unless damage is caused by guests' misconduct. DCM shall, at its sole expense, maintain in good condition and keep in good repair all aspects of the Property, including, without limitation, all structural components; all interior and exterior walls, floors, and ceilings; all doors and windows; all fixtures; all HVAC and other equipment; all utility equipment and infrastructure at the Property; and all snow removal, landscaping, parking areas, and hardscaping at the Property. Service Providers will promptly advise DCM of any known maintenance or repairs that may be needed from time to time at the Property, and any issues that may affect guests' ability to successfully navigate occupancy at the Project. DCM and Owner shall be responsible for paying all real and personal property taxes due on the Property.

5. DCM shall, at its sole expense, install all utilities and pay all monthly or other recurring expenses for all utilities reasonably required for operation of the Project, including, without limitation, electricity, water, hot water, sewer, natural gas, and heating oil(such monthly or recurring utility expenses are referred to herein as "Monthly Utility Expenses"). Service Providers shall make commercially reasonable efforts to seek reimbursement from third parties for Monthly Utility Expenses, but are no obligation to obtain such reimbursements. To the extent that Service Providers receive reimbursement for Monthly Utility Expenses, Service Providers will reimburse DCM for its documented Monthly Utility Expenses. Notwithstanding the foregoing, Service Providers shall be responsible for their own telephone and internet systems and service.

6. Service Providers will be compensated for its services by third parties, and neither Owner nor DCM shall have any responsibility to compensate Service Providers for the services they provide under this Agreement.

7. DCM or its designee has applied for and received approval under the Grant Agreement to expend Grant funds to purchase and install such furniture, fixtures, and equipment needed for necessary operation of the Project. DCM agrees that the City shall be allowed to select $250,000.00 worth of such furniture, fixtures, and equipment that it determines are needed for operation of the Project. DCM is not required to spend more funds than are available under the Grant Agreement, nor is DCM required to replace such furniture, fixtures, and equipment that may become damaged by reason of the misconduct of Project guests, or purchase additional equipment, both of which shall be responsibility of Service Providers unless Grant funds are available for such replacement or purchases.

8. In performing its duties under this subcontract, Service Providers will comply at all times with applicable terms of the Grant Agreement and all applicable federal, state and local laws, rules, regulations, ordinances and orders (including but not limited to the Americans With Disabilities Act ("ADA") and Fair Housing regulations); provided, however, that it is the responsibility of the Owner to assure that any renovations to the Project comply with applicable provisions of the ADA. Service Providers understand and agree that, without limiting the generality of the foregoing, compliance with the recordkeeping and reporting requirements set forth in Sections 6 and 7 of the Grant Agreement is critical. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to require the Service Providers to perform any of DCM's or Owner's obligations to CRP under the Grant Agreement.

9. Either party may terminate this subcontract upon thirty (30) days prior written notice if the other party commits a material breach or fails substantially to perform its obligations pursuant to this subcontract and does not cure such breach or failure to the reasonable satisfaction of the nonbreaching party within such thirty (30) day period. If the breach cannot reasonably be cured within such 30-day period, the breaching party shall commence and begin diligently to pursue a cure of the breach within that period and cure the breach within a commercially reasonable period thereafter. Written notices given under this paragraph shall describe the nature and extent of the breach or failure and specify the effective date of termination. Notwithstanding anything else in this Agreement, MIRC shall not be liable to the City, DCM or Owner for any breach of this Agreement or other damages resulting from its

failure to provide services under this Agreement due to MIRC's inability to secure sufficient funding. This limitation on MIRC's liability shall not apply to its indemnity obligations under section 10 of this Agreement.

10. Indemnification.

a. Each party (each, an "Indemnifying Party," as applicable) shall indemnify, defend, and hold harmless each other party, their officers, directors, members, managers, partners, agents, and employees (collectively, "Indemnified Parties"), from and against any and all Losses (as that term is defined below) to the extent such Losses arise from or relate to (i) a breach of this Agreement; (ii) any act, omission, or negligence of such Indemnifying Party, its officers, agents, employees, contractors, subcontractors, or anyone else for whom the Indemnifying Party may be liable; (iii) any violation by an Indemnifying Party or their respective servants or employees of laws, rules, regulations or ordinances applicable to the Project and the services rendered at the Project; or (iv) failure of the Indemnifying Party or their respective servants or employees to comply with the terms of the Grant Agreement to the extent that the Indemnifying Party is obligated to comply with such terms. The term "Losses" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, actual losses of every kind and nature, reasonable sums paid in settlement of claims (which settlement is approved by Service Providers), suits, administrative proceedings, costs and fees, including, reasonable attorneys' and consultants' fees and expenses, that are in any way related to any matter covered by the foregoing indemnity.

b. City's obligations under Section 10 a. above are subject to and limited by, and shall not be construed as a waiver of, the City's right to assert any and all defenses in response to claims made against the City, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law.

c. The indemnification provisions of this Section 10 shall survive the expiration or termination of this Agreement.

11. DCM and Owner shall at all times carry occurrence based commercial general liability insurance in amounts of not less than [One Million Dollars ($1,000,000.00)] per occurrence. DCM and Owner shall also maintain property insurance sufficient to cover the Property and improvements made to it pursuant to this Agreement. In the event of a loss at the Property that interrupts Service Providers' ability to provide the services contemplated by this Agreement, DCM and Owner shall commit the available insurance proceeds to restore the Property to serviceable condition and cover any interim or replacement facility needs, including rent and other infrastructure expenses, provided MaineHousing allows the use of such proceeds, and if MaineHousing does not allow the use of such proceeds and terminates the Grant Agreement, then any party may terminate this Agreement.

Prior to the execution of this Agreement, MIRC will procure and maintain occurrence based Commercial General Liability Insurance coverage in amounts of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury, death and property damage, and

Workers' Compensation Insurance coverage to the extent required by law, which shall include an endorsement waiving all rights of subrogation against the City of Portland, DCM, Owner, and their officers or employees. With respect to the Commercial General Liability MIRC shall name DCM and Owner as an additional insured, and MIRC shall name the City as additional for coverage for claims for which the City does not have governmental immunity, including, without limitation, those areas where government immunity has been expressly waived as set forth in 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, MIRC shall furnish the City, DCM, and Owner and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice of termination of insurance from the insurance provider or agent.

City shall maintain insurance or self-insurance of not less than the statutory cap pursuant to the Maine Tort Claims Act, 14 M.R.S.A. §8101 et seq., including for the acts and omissions of its employees occurring within the course and scope of employment, and pursuant to the Maine Worker's Compensation Act of 1992, 39 M.R.S.A. §101 et seq. Under the provisions of the Maine Tort Claims Act and subject to the limitations of liability described therein, liability is imposed on a municipality for property damage, bodily injury and death. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. City further agrees to maintain the above stated insurance on an occurrence basis during the term of this Agreement and add DCM and Owner, as a member or additional insured thereon. City shall also require its contractors providing services within the Project to maintain insurance in commercially reasonable amounts. City shall provide a Certificate of Insurance evidencing such coverage upon request. In the case of any self-insurance, the City shall issue a letter to that effect upon request. City may insure or self-insure for its contents in the Project.

Notwithstanding anything in this Agreement to the contrary, the City's obligations under this Agreement are subject to and limited by the defenses, immunities, and limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City.

12. For at least the first [18] months of the term of this Agreement (the "City Provider Period"), City shall be primarily responsible for performing all obligations of the Service Providers under this subcontract. At any time after the eighteenth month of the term hereof, or at such earlier date agreed to by the parties, the City may request DCM's consent to allow MIRC to assume full responsibility of the Service Providers under this subcontract, which consent DCM will not unreasonably withhold. Upon DCM's granting of such consent, the City's obligations under this Agreement will terminate, and, upon City's request, DCM, Owner, and MIRC shall release the City in writing as to any future obligations under this agreement. Notwithstanding the foregoing, MIRC acknowledges and agrees as follows:

(a) At all times during the term of this Agreement, MIRC shall purchase food for and provide sufficient staff to prepare and serve three meals per day for all residents at the Project. MIRC shall also provide sufficient staff to clean up after each meal.

(b) For five days per week during the City Provider Period, MIRC shall provide two employees each day at the Project, one during a day shift, and one during an overnight shift, to shadow City staff at the Project so that MIRC will be able to assume full responsibility as the sole Service Provider for the Project after the City Provider Period.

(c) By the end of the City Provider Period, MIRC will have hired and trained a sufficient number of staff to assume full responsibility as the sole Service Provider at the Project.

(d) At all times during the City Provider Period, the City, and not MIRC, will be entitled to seek general assistance reimbursement for bed nights at the Project.

(e) MIRC, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as employees of MIRC during the term of this Agreement, and MIRC shall govern and supervise the work of its employees. MIRC shall discharge all obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. MIRC's employees shall not be considered employees of the City for any purpose and shall not be entitled to any retirement benefits, social security benefits, group health or life insurance, vacation or sick leave, worker's compensation, or any other similar benefits from the City. MIRC further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the City by reason of this Agreement, and that MIRC and its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to health insurance, unemployment insurance benefits, Workers' Compensation benefits, Social Security coverage or retirement membership or credit.

(f) With the approval of DCM, which shall not be unreasonably withheld, MIRC may use its member organization businesses or other contractors to fulfill its obligations under this agreement, but no such arrangement shall operate to release MIRC from its obligations under this Agreement.

13. This subcontract constitutes the entire understanding between the parties hereto and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the subject matter of this subcontract. In the event of a conflict between the terms of this Agreement and the Grant Agreement, the terms of the Grant Agreement shall control, except

as otherwise specified in this Agreement. DCM will not agree to amend the Grant Agreement without the Service Providers' prior written consent, which the Service Providers will not unreasonably withhold.

14. This subcontract may be modified or amended by the mutual assent of the parties hereto; provided however, that no such modification or amendment to this Subcontract shall be binding unless in writing and signed by the parties hereto.

15. This subcontract shall be governed by and construed in accordance with the laws of the State of Maine.

16. The City, in consultation with MIRC, shall have sole responsibility for creating and implementing such management plan (the "Management Plan") as may be required as part of the Project's conditional use application to the City's Planning Board. Upon municipal approval of such conditional use application, the Management Plan will be automatically incorporated into this document and shall replace the Initial Service Plan. Except for the Management Plan, DCM will be solely responsible for preparing, filing, and all costs associated with the conditional use application and all other permits and approvals required for the Project.

17. In the event issues arise during the term of this Agreement that materially affect any party's ability to perform its obligation hereunder, the affected party shall notify the other parties and all parties shall work in good faith to address the issues so raised.

IN WITNESS WHEREOF, DCM, Owner, and Service Providers have duly executed this subcontract as of the date first set forth above.

DC MANAGEMENT LLC

By:________________________________
Kevin R. Bunker, its Manager

DC BLUEBERRY LLC

By:________________________________
Kevin R. Bunker, its Manager

[remainder of page left blank intentionally—signatures continue on next page]

MAINE IMMIGRANTS' RIGHTS COALITION, Service Provider

By:________________________________
Mufalo Chitam, its Executive Director

CITY OF PORTLAND, Service Provider

By:_________________________________
Danielle P. West, its City Manager

O:\DC Predevelopment LLC (20981)\Riverside Street (361)\Services\Service Agreement_166 Riverside KRB & CT edits 6_5_23.docx

EXHIBIT A

(Attach copy of signed Grant Agreement)

MAINE STATE HOUSING AUTHORITY
LONG-TERM SOLUTIONS GRANT AGREEMENT

The Maine State Housing Authority, a public body corporate and politic and instrumentality of the State of Maine with a principal place of business and mailing address of 26 Edison Drive, Augusta, Maine 04330 ("MaineHousing") and Center for Regional Prosperity, a Maine non-profit corporation, with a mailing address of 970 Baxter Boulevard, Portland, Maine 04103 and a Federal tax identification number of 83-0879130 (the "Beneficiary"), and DC Blueberry LLC, a Maine limited liability company, with a mailing address of 631 Stevens Ave. Suite 203, Portland Maine 04103 ("Developer;" collectively with MaineHousing and Beneficiary, "the Parties") enter into this Long-Term Solutions Grant Agreement as of the 7th day of June, 2023 (the "Agreement").

BACKGROUND

1. The Maine State Legislature, through L.D. 3, appropriated $21 million dollars from the unappropriated surplus of the State of Maine's General Fund, Emergency Housing Relief Fund Program, Other Special Revenue Funds account, to provide one-time funding to support emergency housing and emergency shelters to prevent people from experiencing homelessness.

2. MaineHousing is making the Long-Term Solutions Grant available to provide long-term solutions to unsheltered homelessness through permanent supportive housing, shelter beds, or other opportunities that will continually provide warm, safe and dry accommodations for Mainers experiencing homelessness beginning no later than this winter 2023/2024.

3. Beneficiary is a recipient of the Long-Term Solutions Grant funds from MaineHousing as a result of a successful proposal provided by Beneficiary in response to MaineHousing's Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness, issued January 13, 2023.

4. Beneficiary has changed the location of the proposed project real estate from 90 Blueberry Road to 166 Riverside Industrial Parkway (the "Site"), and Beneficiary's Budget has been updated to include building acquisition, final construction fitup numbers, soft costs, and three years of operating expenses. This change in location and Beneficiary Budget has been accepted by MaineHousing.

5. Beneficiary will be relying on other parties to fulfill its obligations under this Agreement. In particular, Developer will ultimately own and operate the facility. As part of its contribution, Developer will borrow, and MaineHousing has agreed to loan, additional funds to balance the budget, as detailed in Section 17 below.

6. MaineHousing agrees to provide two allocations of Grant funds to Beneficiary in accordance with this Agreement.

AGREEMENT

1. GRANT PERIOD.

The Grant is for the period June 13, 2023 to June 13, 2026 (the "Grant Period"), unless sooner terminated in accordance with this Agreement.

2. GRANT AMOUNT.

Beneficiary is eligible for a grant up to the total amount of $4,596,160 (the "Grant") in accordance with Beneficiary's Budget attached hereto as Appendix D.

3. USE OF PROCEEDS.

Grant proceeds shall be used in accordance with Beneficiary's Application Information Sheet for MaineHousing Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness attached hereto as Appendix A and incorporated herein.

4. ALLOCATIONS, BENCHMARKS AND PLACEMENT.

A. Initial Allocation. MaineHousing will provide Beneficiary with an allocation of Grant funds in the amount of $3,447,120 not later than the date of closing on the Site. Beneficiary will be required to support expenditures in quarterly reports, more fully described in Section 6, Tracking and Reporting, and submitted in a form approved by MaineHousing.

B. Second Allocation. MaineHousing will provide Beneficiary a second allocation of Grant funds in the amount of $1,149,040 upon receipt of: (1) a signed service agreement with the City of Portland and any other Service Providers to provide placement and other services to guests; (2) proof a contractor has been secured; (3) completion of 50% of the rehabilitation work; and (4) a rehabilitation reconciliation of monies spent on the first 50%.

C. Initial Benchmark. By June 30, 2023 Beneficiary must have hired a contractor and secured from the City of Portland the service agreement referred to in paragraph B. above. Beneficiary shall connect with MaineHousing no later than June 30, 2023 to confirm the Initial Benchmark has been met. If the Initial Benchmark has not been met, MaineHousing reserves the right to provide the Beneficiary with additional time to meet the Initial Benchmark or to terminate this Agreement and request Beneficiary repay any unused Grant funds. MaineHousing acknowledges that the project may operate on an emergency basis without municipal approval and that municipal approval, which is not guaranteed to occur, is not required for a period of six months from initial occupancy.

D. Second Benchmark. By November 30, 2023 the rehabilitation must be complete and Beneficiary must be serving individuals as described in Appendix A.

E. Placement. The City of Portland, as Service Provider, will determine placement of individuals and/or families who are experiencing, or are at risk of experiencing, homelessness, giving priority to those individuals residing at the Homeless Service Center, whose service needs are more aligned with the services to be provided at the Site than the services being provided at the Homeless Service Center, as described in Appendix A.

5. OVERPAYMENT RECOVERY

Any amount of the allocation of Grant funds later determined to have been made in excess of the amount necessary to provide the services outlined in Appendix A will at MaineHousing's discretion be refunded to MaineHousing. Beneficiary shall refund to MaineHousing any and all unexpended funds received from MaineHousing pursuant to this Agreement as directed by MaineHousing.

In the event MaineHousing determines, in its sole judgement, an overpayment occurred due to Beneficiary's error in determining expenditures, Beneficiary may be required to refund the overpayment to MaineHousing. MaineHousing will give Beneficiary a notice stating the findings and the amount of overpayment to be refunded.

MaineHousing, Beneficiary, and Developer further agree that any overall savings relative to budget shall be shared on an equal 50/50 basis between MaineHousing, in the form of returned Grant funds, and the Developer, in the form of a smaller Developer Loan. The parties further agree that overall savings shall be calculated at the end of the Grant Period.

6. TRACKING AND REPORTING

Beneficiary shall track or cause to be tracked all costs associated with the Grant funds and submit to MaineHousing a quarterly accounting of costs and use of the Grant funds on the Expense Reporting Form, attached hereto as Appendix B, or in another format prescribed by MaineHousing, by July 15, 2023; October 15, 2023; January 15, 2024; April 15, 2024; July 15, 2024; October 15, 2024; January 15, 2025; and April 15, 2025. Beneficiary shall also submit or cause to be submitted to MaineHousing two (2) rehabilitation reconciliations, one at 50% completion and one at 100% completion. Beneficiary shall also submit or cause to be submitted quarterly Progress Reports on the progress of Beneficiary's proposal outlined in Appendix A. Beneficiary's Progress Reports will be due at the same time as the Expense Reporting Form and should describe the activities conducted by Beneficiary during the quarter, the services provided, the number of individuals/families served, the impact of Beneficiary's activities, Beneficiary's goals for the next quarter and any conflicts of interest that may have arisen. Beneficiary shall submit Progress Reports on the Progress Report From, attached hereto as Appendix C, or in another format prescribed by MaineHousing.

7. MAINTENANCE, INSPECTION, AUDITING OF RECORDS AND REPORTING.

The Beneficiary shall properly maintain or cause to be maintained all books, documents, payrolls, papers, information, records, accounting records, client files, and other material pertaining to this

Agreement and shall make or cause to be made such materials available in redacted format or through an anonymized report from Beneficiary's case management program, at MaineHousing's request, at its offices for purposes of audit, inspection, duplication, and examination so as to allow MaineHousing to conduct fiscal monitoring on an annual basis. MaineHousing shall have access to confidential information to the extent necessary to conduct such reviews. The Beneficiary shall maintain or cause to be maintained such books and records for five (5) years after the termination of this Agreement. Beneficiary must submit or cause to be made quarterly reports as outlined in Appendix A.

8. CONFIDENTIAL INFORMATION.

Any information acquired by the Beneficiary, its employees, agents, or contractors in the performance of this Agreement shall be kept confidential in accordance with applicable law. Beneficiary shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors and other representatives to safeguard and protect from disclosure at all times, all information about the individuals and families experiencing homelessness ("Clients").

9. TERMINATION.

A. Termination for Convenience by MaineHousing. MaineHousing may terminate this Agreement at any time for any reason whatsoever by giving written notice to Beneficiary of such termination and specifying the effective date thereof. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary or its agents, or as to costs which Beneficiary or its agents are contractually obligated to pay, to the effective date of such termination provided that such costs have been accepted by MaineHousing or are reflected in the budget submitted to an approved by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.

B. Termination for Cause by MaineHousing. MaineHousing shall also have the right to terminate this Agreement immediately in the event MaineHousing determines, in its reasonable judgment, that Beneficiary has failed to perform its obligations hereunder or has breached any representation or warranty made by Beneficiary hereunder, which failure or breach is not cured within thirty (30) days of written notice thereof. If the failure or breach is not cured within the foregoing grace period, such termination shall be effective on the date specified in a notice of termination given by MaineHousing to Beneficiary. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary or its agents, or as to costs which Beneficiary or its agents are contractually obligated to pay, to the effective date of such termination provided that such costs have been accepted by MaineHousing or are reflected in the budget submitted to and approved by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.

C. Termination for Convenience by Beneficiary. Beneficiary shall have the right to terminate this Agreement upon no less than thirty (30) days' advance written notice to MaineHousing. In the event of such termination, MaineHousing shall be obligated to pay Beneficiary only for costs actually incurred by Beneficiary to the effective date of such termination provided that such costs have been accepted by MaineHousing. Beneficiary will be required to return any unused Grant funds in accordance with Section 5, Overpayment Recovery.

10. INDEMNIFICATION.

Each Party (in such capacity, an “Indemnifying Party”) agrees to defend and indemnify the other party, its officers, directors, employees and agents (each, an "Indemnified Party") against, and hold the same harmless from, all liability, losses, damages, obligations, judgments, claims, causes of action and expenses (including court costs, reasonable settlements and attorneys' fees) (“Claim” or, collectively, "Claims") resulting from or arising out of, directly or indirectly, any breach by the Indemnifying Party of any of its covenants, representations or warranties contained in this Agreement. Notwithstanding the foregoing, an Indemnifying Party shall not be obligated to defend, indemnify and hold harmless an Indemnified Party from and against a Claim to the extent that such Claim results from or arises out of the intentional dishonest, fraudulent, criminal or malicious act of any Indemnified Party.

In addition to Beneficiary’s obligation to indemnify MaineHousing, Beneficiary specifically acknowledges and agrees that it has an immediate and independent obligation to defend MaineHousing from any claims, lawsuits and/or demands of any kind which actually or potentially fall within this indemnification provision, even if the claims, lawsuits and/or demands of any kind are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Beneficiary by MaineHousing and continues at all times thereafter.

The foregoing provisions shall survive any final expiration or early termination of this Agreement.

11. DEFAULT REMEDIES.

Default by Beneficiary. In addition to the right to terminate this Agreement as provided in Section 9 hereof, in the event of default by Beneficiary in the performance of one or more of its obligations under this Agreement, MaineHousing will have the right to:

a. recapture any Grant funds paid to Beneficiary not actually expended;
b. offset any amounts owed to Beneficiary under this Agreement against any damages or costs incurred by MaineHousing as a result of Beneficiary’s failure to perform its obligations under this Agreement, including but not limited to costs of procuring replacement services and costs incurred by MaineHousing attributable to delays in obtaining the services to be provided by Agreement hereunder, including without limitation any fines, penalties or assessments;
c. recover compensatory damages from Beneficiary for breach by Beneficiary of this Agreement;
d. bring an action against Beneficiary for specific performance to require Beneficiary to turn over to MaineHousing any records that MaineHousing is entitled to review, inspect, copy, audit or receive hereunder; or

e. bring an action against Beneficiary to enjoin Beneficiary from destroying or removing any records, materials or documents related to the services hereunder.

In all such instances, MaineHousing shall have the right to recover from Beneficiary its reasonable attorneys' fees and costs. In addition to the rights and remedies available to MaineHousing under this Agreement, MaineHousing shall have all remedies available at law and in equity in the event of Beneficiary's default in the performance of its obligations hereunder. MaineHousing may, at its sole option, exercise one or more of the rights and remedies available under this Agreement, at law and in equity singly, simultaneously or sequentially, and the exercise of any right or remedy shall not preclude the exercise of any other right or remedy at any time.

12. ASSIGNMENT.

Beneficiary shall not assign, subcontract, delegate, sell, transfer or otherwise dispose of this Agreement or any portion of its rights or obligations hereunder without the prior written consent of MaineHousing. Any such action taken without such prior written consent shall be null and void and shall not release Beneficiary from its obligations hereunder. Notwithstanding anything to the contrary contained in this paragraph, MaineHousing acknowledges and agrees that (i) Beneficiary will enter into agreements with Developer, (ii) Developer will own the Site upon commencement of occupancy and (iii) Developer or its management agent will enter into an agreement for services with the City of Portland and Maine Immigrants' Rights Coalition or other service provider (the "Service Provider") to provide services to residents of such facility. MaineHousing acknowledges and understands the Service Provider will be tasked with complying with this Agreement.

13. COMPLIANCE AND ENFORCEMENT.

The Grant is subject to the Beneficiary's compliance with this Agreement and with all applicable federal, state and local laws and ordinances as may be amended from time to time.

Beneficiary agrees to comply with any additional or different requirements that MaineHousing believes upon advice of counsel are necessary to ensure compliance with the source of funds and that are communicated in writing to Beneficiary; provided, however Beneficiary shall have no obligation to expend any of its own funds to comply with such requirements.

14. NONDISCRIMINATION.

Beneficiary shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, or familial or marital status. Such prohibition against discrimination shall include, without limitation, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation and selection for training.

15. BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.

A. **Authority to do Business.** Beneficiary represents and warrants that it is authorized to do business in the State of Maine, is duly organized, validly existing and in good standing under Maine and Federal laws; has the power and authority to carry on its business as now being conducted; is duly qualified to do such business wherever such qualification is required; and is in compliance with all applicable State and Federal laws governing its business.

B. **Authority to Enter Into Agreement.** Beneficiary represents and warrants that it and its employees and agents acting on its behalf are fully legally authorized to execute and deliver this Agreement and to engage in the transactions contemplated by this Agreement.

16. AGREEMENT ADMINISTRATOR.

The Beneficiary shall direct all submissions to MaineHousing pursuant to this Agreement to: Lauren Bustard, Senior Director of Homeless Initiatives by E-mail: lbustard@mainehousing.org or at the MaineHousing address set forth above.

17. DEVELOPER LOAN.

The Parties agree that MaineHousing shall make a loan of $592,000 to Developer of near or even date (the "Developer Loan"). The rate and term of the loan will be agreed upon by both MaineHousing and Developer and will be used as a source in accordance with the Beneficiary's Budget. The loan will be full recourse to the Developer but the Beneficiary shall have no obligation whatsoever in connection with the Developer Loan. MaineHousing will receive a first mortgage on the Property in connection with the Developer Loan. The Developer Loan will be drawn down after the Grant has been expended.

18. CONFLICTS OF INTEREST.

A. Beneficiary has a duty to avoid conflicts of interest and the appearance of conflicts of interest. Beneficiary shall ensure that no person who is an employee, agent, or consultant of Beneficiary, and who performs or has performed any functions with respect to this Agreement may obtain a personal or financial interest or benefit (other than their earnings) from this Agreement, either for themselves or those with whom they have family, business, or close personal ties during their tenure. Each quarter, Beneficiary will submit a report notifying MaineHousing of the employees, including temporary staff and volunteers, of the Beneficiary who are beneficiaries (or prospective beneficiaries) of the Agreement. The report will identify the employee name, job title, and nature of the conflict and benefit.

B. Beneficiary shall disclose to MaineHousing the name of any former MaineHousing employee or commissioner who was an employee or commissioner within the year and who works performs services under this Agreement.

C. Beneficiary shall advise MaineHousing if anyone who will be paid for work under this Agreement has business ties, familial relationships, or other close personal relationships with a current MaineHousing employee, commissioner, or anyone who was a MaineHousing employee or commissioner within the past year.

18. ASSIGNABILITY; FINANCIAL RE-STRUCTURING.

The Parties acknowledge that it may be advantageous to all Parties to structure some or all of the Grant as a deferred loan, or other mechanism, and further that it may be most advantageous to structure the Grant funds as a loan directly between MaineHousing and Developer. Upon Developer's reasonable request for such restructuring, and provided the Parties agree that the Grant shall be structured as described in the preceding sentence, then at Developer's election, Beneficiary agrees to assign its obligations under this Agreement to Developer and MaineHousing agrees to consent to such assignment and look solely to Developer for performance under this Agreement. If the Parties agree the Grant shall be restructured as provided in this paragraph, MaineHousing will enter into an amendment to this Agreement reflecting such restructuring in accordance with Developer's reasonable request, provided the basic intent of this Agreement is maintained. Such amendment may include but not be limited to: agreement in advance to subordinate to senior mortgages; and the addition of provisions to meet the true debt test and such other provisions as may be recommended by to Developer's tax advisors.

19. ENTIRE AGREEMENT; SEVERABILITY

This Agreement constitutes the entire agreement between MaineHousing and the Beneficiary and supersedes any other contract or agreement, written or otherwise, which previously may have been entered into by and between Beneficiary and MaineHousing for the provision of services and work described or contemplated herein for the term hereof. If any court determines that any provision of this Agreement is unenforceable, invalid or void, all other provisions of this Agreement not included in the court's determination shall remain in full force and effect, and both the Beneficiary and MaineHousing shall continue to be bound thereby.

20. INDEPENDENT CAPACITY.

It is understood and agreed by the parties hereto that Beneficiary, its agents or employees are acting in an independent capacity in the performance of this Agreement, and not as officers, agents or employees of MaineHousing.

21. GOVERNING LAW.

This Agreement shall be governed by, and construed under, the laws of the State of Maine.

22. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all of the parties have not signed the same counterpart. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement, effective as of the date first set forth above.

MAINE STATE HOUSING AUTHORITY

______________________________	______________________________
Date	By: Daniel Brennan Its: Director

CENTER FOR REGIONAL PROSPERITY

______________________________	______________________________
Date	By: Jerre Bryant Its: President

DC BLUEBERRY LLC

______________________________	______________________________
Date	By: Kevin Bunker Its: Manager

APPENDIX A

APPLICANT INFORMATION SHEET

for

MaineHousing Notice of Funding Availability for Long-Term Solutions to Assist People Experiencing Homelessness

Please provide the following information, completed and signed, and place this form at the front of the application:

General Information	
Applicant Name:	Center for Regional Prosperity
Federal Tax ID:	83-0879130
Street Address:	970 Baxter Boulevard
City, State, Zip:	Portland, ME, 04103
Telephone#:	207-774-9891
Homeless Service Hub Where Housing or Services will be Located (See Appendix C.)	
List of Partnering Organizations and Role (if any)	Developers Collaborative (DC); Non-Profit TBD
Contact Person for Questions	
Name:	Belinda Ray
Title:	Director of Strategic Partnerships
E-mail Address:	bray@gpcog.org
Telephone#:	207-671-4000
Description of Proposal	

Please describe what funding will be used for and how it will benefit people experiencing homelessness	The Center for Regional Prosperity will distribute funding to DC to acquire and fit-up an existing facility at 166 Riverside Industrial Parkway in Portland to operate as an emergency shelter for individuals experiencing homelessness. The developer will then partner with a local nonprofit organization for shelter operations.
Number of Individuals/Families to be Served on an annual basis	On average 180 individuals per night. In total 65,700 bed nights annually.
Staffing Plan	To be determined by service provider
Services to be provided	The facility will allow for community collaboration to deliver wraparound services on site. Those services will be designed specifically around the needs of asylum seekers and further individualized to include housing navigation, case management, life skills, and immigration services. The services will evolve as need change.
How will the proposal continue into the future despite this being one-time funding? Please describe the plans for sustainability.	Once building fit-up is complete and congregate shelter space is created, service provider will be able to bill for bed nights to cover staffing costs.
Description of Capacity	
Summarized Narrative of Applicant's ability to deliver on the proposal in response to this Notice	A skilled and experienced service provider will be selected to operate the facility.
List of planned resources to be assigned to meet the obligations of this Notice	Developers Collaborative has committed to collaborate with local service providers to fulfill the various needs of the people to be served, modeling their partnership on what the City of Portland was able to accomplish in the operation of a Saco hotel as a temporary shelter. Those partners may include food service providers, social service organizations, relevant advocacy and legal organizations, and healthcare providers.
Conflict of Interest. Does the Applicant, any principal or affiliate of the Applicant, or anyone who will be paid for work on the grant have business ties, familial relations, or other close personal relations with a current MaineHousing employee or	No

commissioner, or anyone who was a MaineHousing employee or commissioner within the past year? If yes, please describe here:	
Funding Request	
Total Funding Request **Please provide a simple budget as Appendix D**	$4,596,160.00

MaineHousing
MAINE STATE HOUSING AUTHORITY

Homeless Initiatives Department
26 Edison Dr, Augusta, ME 04330
1-800-452-4668 (in state)
207-626-4600

Appendix B

Agency Contact Information	
Name	
Dates Covered	
Contact Email	
Date Submitted	
Phone Number	

THIS REPORT IS DUE TO MAINEHOUSING NO LATER THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER
PLEASE SUBMIT REPORT TO: HIFINANCIALS@MAINEHOUSING.ORG

Expenses Reporting

Rehabilitation and Lease Costs

Date Range	Description	Amount
	Total Operation Expense	$ -

Other

Date Range	Other Expense Description	Amount
	Total Other Expense	$ -

MaineHousing
MAINE STATE HOUSING AUTHORITY

Progress Report Form

Homeless Initiatives Department
26 Edison Dr, Augusta, ME 04330
1-800-452-4668 (in state)
207-626-4600

Appendix C

Agency Contact Information	
Name	
Dates Covered	
Contact Email	
Date Submitted	
Phone Number	

THIS REPORT IS DUE TO MAINEHOUSING NO LATER THAN 30 DAYS AFTER THE CLOSE OF EACH QUARTER
PLEASE SUBMIT REPORT TO: lbustard@mainehousing.org

Progress Report

Activities Conducted

Description of Activities Conducted	Impact	Number of Individuals/families served

Services Provided

Description of Services Provided	Impact	Number of Individuals/families served

Goals for Next Quarter

Description of Goals	Plan to Achieve Goals

Conflicts of Interest

Name and Title of Employee	Description of Conflict

Appendix D : 166 Riverside Industrial Parkway budget

acquisition	1,858,850	
construction	1,995,580	
construction contingency	199,558	
sidewalk	100,000	
FFE	250,000	
landscaping	44,000	
legal/accounting	35,000	
phase 1/tank radar test	9,000	
architect	30,000	
civil/LA/planning board approvals	60,000	
title insurance	15,000	
building permit	30,000	insurance
3 yr shelter liability insurance	157,652	50,000
opex 3 years	403,520	52,500
developer	-	55,125
total	5,188,160	
less Developer Loan	592,000	
Total Grant Amount	4,596,160	

opex
128,000
134,400
141,120

EXHIBIT B

Initial Service Plan

Service Provider Roles & Responsibilities

- Service Provider will provide appropriate staffing levels to deliver 24-hour on-site coverage 7 days/week at the Project for the term of this Agreement. With approximately 180 residents; the target ratio would be 1 Service Provider employee to 30 residents.
- Service Provider employees will include on-site Human Service Specialist staff who will help with daily problem solving, training residents to understand/follow daily routines/systems for living in US, cultural orientation to understand and navigate life in Maine.
- Service Provider employees will include on-site Housing Navigators who will assist with housing applications and enrollments (school, ESOL, GA, asylum apps, documents), help residents access services in community, and cultural orientations, health education, and assure access to relevant programming.
- Service Provider will provide a Services Manager, who will be responsible for facilitating and coordinating all third-party services on site at the Project including arranging on-site programming by outside providers (health, education, GA process, asylum process etc.). The Services Manager facilitates all partner organizations providing services on site and will also oversee orientation.
- Service Provider staff will triage health concerns for connection to community health providers for urgent health needs and to prevent spread of disease/infection. Bilingual staff will be hired as possible, supplemented with interpretation. A van may be rented for transportation of multiple people/large families to initial appointments (medical, enrollments), subsequent transport will be via staff vehicles, and training residents to use Metro bus.
- Service Provider employees will include an Operations Director who will be the Service Provider's primary point of contact at the Project and will manage relationships with state and local govt agencies, schools, other community and social service provider agencies, volunteers, and ethnic community-based organizations (ECBOs).
- Service Provider will establish offices on-site at the Project.
- All Guests will be housed in two dorms broken down between male and female.
- Service Provider will be responsible for providing its own computer and telephone systems at the Project.

Dena Libner <dlibner@portlandmaine.gov>

Shelter

1 message

'Nicole Marston' via Public Comment <publiccomment@portlandmaine.gov> Sat, Jun 10, 2023 at 1:27 PM

Reply-To: Nicole Marston <nmarston123@yahoo.com>
To: publiccomment@portlandmaine.gov

Please consider the impact you are imposing on our community by adding more people living here that need aid. It's deplorable that you put your own political careers and gain against the needs of your constituents. Our schools are failing, focus on that. Send these folks that need help up to Aroostook County. They need to repopulate and can use this grant money to do that.

Dena Libner <dlibner@portlandmaine.gov>

Additional shelter in Riverton

1 message

Jen Hart <jenhart00@gmail.com> Sat, Jun 10, 2023 at 4:39 PM
To: publiccomment@portlandmaine.gov

Good Day.
I would like to comment for the upcoming Monday, June 12th meeting on the placement of the emergency shelter at 166 Riverside Industrial Pkwy.

After a very brief amount of time from the opening of the new homeless shelter in the Riverton neighborhood, I was informed that a new emergency shelter is to be considered, impacting the same neighborhood.

I ask the committee to consider placing the emergency shelter in a different community/neighborhood within the city limits that will not further stress the neighborhood the permanent shelter has just been placed in. While this may be a logical option from a staffing and coverage perspective, please consider the additional stress on the neighborhood.

Respectfully,
J. Hart
Riverton Community Member

portland City of

Dena Libner <dlibner@portlandmaine.gov>

Public Comment - Order 247-22/23: Riverside Gets Another Shelter - West End Gets Nine Multi-Million Dollar Townhomes

1 message

George Rheault <george.rheault@gmail.com> Sun, Jun 11, 2023 at 11:59 AM
To: Public Comment <publiccomment@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>

I think it is critical that the City Council accept responsibility for creating our current housing crisis with terrible greedy land-use and then having to scramble for less than savory solutions like converting an industrial warehouse to a warehouse for human beings.

Below is a great example of why we have people living on the streets or camping in our parks.

---------- Forwarded message ---------
From: **George Rheault** <george.rheault@gmail.com>
Date: Tue, May 16, 2023 at 11:36 AM
Subject: HP Public Comment - 19 West Street: No Better Case Study for Out-of-Control Historic Preservation
To: HIstoric Preservation <hp@portlandmaine.gov>, Evan Schueckler <evans@portlandmaine.gov>, Robert Wiener <rwiener@portlandmaine.gov>, Abigail Reed <areed@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

Review of this project should be suspended until AFTER the long-delayed (intentionally so) RECODE process is completed as well as the release of the study of impacts of historic districting on housing and equity in Portland.

This project is EXHIBIT A on a VERY long list of exhibits of why much of our housing crisis in Portland (including its many tent sites including those along the edges of Danforth Street and the Western Promenade) should be laid at the feet of the local historic preservation lobby.

As a result of the historic preservation ordinance (buttressed by the rest of the restrictive zoning for this area which is meant to complement and reinforce the historic preservation restrictions), one of the last large contiguous lots in the West End is to be developed into a fraction of the unit capacity this big parcel should be targeted for if we actually cared about real planning in this community versus just super-charging expensive gentrification.

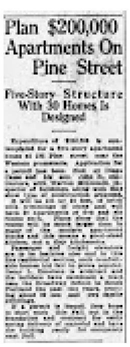
Here is what was done with a lot less than 1/3 of the size of the applicant's parcel in the mid-1920s (see assessor's photo below and attached old news articles describing the original conception which was converted to condos circa 2003-2004).

I am pretty sure that while we don't yet have flying cars in 2023, we should be able to develop urban housing at at least a similar scale as what was accomplished in 1925-1926 if the selfish shackles of historic preservation are allowed to be shaken off.

Of course, in late 1926, exclusionary zoning was enacted in Portland which put an end to projects like the one below - which of course our historic preservation ordinance now jealously protects using the most specious of rationalizations.

197 Pine Street - WEST END COMMONS CONDO
31 UNITS
LOT SIZE - 10,050 Sq Ft

2 attachments


Plan $200,000 Apartments On Pine Street

Five-Story Structure With 30 Homes Is Designed

Portland_Evening_Express_Thu__Oct_29__1925_.jpg
1283K


DISPLAY GAS RANGES
15% DISCOUNT

Portland_Press_Herald_Sun__Aug_15__1926_.jpg
9376K

Dena Libner <dlibner@portlandmaine.gov>

Public Comment - Order 247-22/23: 166 Riverside Industrial Parkway Emergency Shelter - Siting Questions & Concerns

George Rheault <george.rheault@gmail.com> Sun, Jun 11, 2023 at 11:36 AM
To: Public Comment <publiccomment@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>

I hope the City Council gives a great deal of scrutiny to the just announced plan to convert an industrial warehouse into an emergency shelter facility over the next year and operate it for at least 18 months or so.

Among the many questions that come to mind, the most concerning are whether the site itself is appropriate to the proposed use.

In his news piece this weekend, Eric Russell, staff writer at the Portland Press Herald, described the location as "near the municipal golf course" which was very misleading since, unless you are a bird who can fly over the Maine Turnpike, the golf course is only accessible from the warehouse by traversing roads 1.3 miles to the east (Washington Ave direction) or 1.7 miles to the west (Forest Ave direction).

Aerial images of the existing warehouse property show clearly how much a presence the Maine Turnpike is with respect to the location [see attachments]. I believe there are plans to add a new turnpike lane right beside the warehouse parcel, so traffic volumes here will only increase.

The big issue then is air quality and the health impacts of long-term exposure to the nearby air pollution from both the Turnpike and the Industrial Parkway (particularly diesel truck emissions, both from diesel fuel and tiny particles generated from braking trucks, both small, medium and large). There is a rapidly growing body of work about air quality, particularly with respect to environmental justice for vulnerable populations including BIPOC communities and those experiencing low-socio-economic status and privilege. See link for recent guidance from Los Angeles County regarding siting concerns along high-traffic corridors: Citing housing and other sensitive land-uses near freeways and highly traveled roads (lacounty.gov) [see also attachment - full document found at link].

Additionally, the site seems very constrained by the WETLANDS immediately behind the back of the warehouse (apparently an active stream including a sizable detention pond of some kind). Such wetlands would likely constrain further site improvements in their direction and at a minimum there may be a need to increase protection (via fences) to those who spend time on the premises to ensure that no one ends up in the wetlands.

The wetlands therefore seem to limit the ability of shelter patrons (including children) to have much outdoor space (especially free from mosquitos and other biting insects in the warm months) since the front of the building is not very inviting and the existing parking aprons surrounding the warehouse may be necessary to be maintained fully as parking for employee and service provider vehicles (especially since the location is on the city's outskirts and somewhat beyond easy transit access).

With respect to these issues and others that easily come to mind, I do not believe the City Council has enough information to act at Monday evening's meeting and thus should clearly define information that city staff and the proponents of this shelter plan should be able to identify and bring back to the Council at a future meeting so that the City Council can make an informed and reasonable judgment on the pros and cons of this emergency housing proposal.

3 attachments

166 Riverside Industrial Parkway - Aerial Image - On-site Wetlands.pdf
180K

166 Riverside Industrial Parkway - Aerial Image - High Altitude.pdf
456K

Roadway Pollution & Development - Los Angeles County Health Department Guidance.pdf
2599K

166 Riverside Industrial Parkway - Aerial Image Showing On-Site Wetlands

Emergency Shelter Location Highlighted in Red

166 Riverside Industrial Parkway - Aerial Image - High Altitude

Emergency Shelter Location Outlined in RED

PUBLIC HEALTH RECOMMENDATIONS TO MINIMIZE THE HEALTH EFFECTS OF AIR POLLUTION ASSOCIATED WITH DEVELOPMENT NEAR FREEWAYS AND HIGH-VOLUME ROADS

This document is intended for developers, planners, government officials and others working on development within Los Angeles County. It provides an overview of health effects associated with proximity to sources of traffic pollution and includes several sets of recommendations regarding land use near freeways and high-volume roadways, as well as an overview of best practice mitigation measures for development at sites within 1500 feet of a freeway or high-volume roadway.

Development of new schools, housing, and other sensitive land-uses in proximity to freeways

Studies indicate that residing near sources of traffic pollution is associated with adverse health effects, including development of asthma in children, more severe symptoms among those with asthma, non-asthma respiratory symptoms, impaired lung function, reduced lung development during childhood, and cardiovascular disease morbidity and mortality.[1] These associations are diminished with distance from the pollution source. Additionally, emerging research suggests a possible link between autism and prior exposure to air pollution during the prenatal period.[2]

Some individuals (known as "sensitive receptors") are more susceptible to adverse health effects from traffic pollution due to their age and/or health status. The South Coast Air Quality Management District (SCAQMD) advises that the following land uses are sites where sensitive receptors are typically located: residences; schools, playgrounds and childcare sites; hospitals; long-term health care facilities; rehabilitation centers; convalescent centers; and retirement homes.

Given the association between traffic pollution and health, the California Air Resources Board (CARB) recommended in its 2005 Air Quality and Land Use Handbook that residences, schools, and other sensitive land uses be sited at least 500 feet from freeways.[3] While new technology and stricter standards are supporting efforts to decrease harms from vehicle emissions, in a 2017 technical advisory, CARB reiterated that studies continue to show high air pollution concentrations near roadways are linked to serious health impacts.[4] The 2017 CARB publication also highlighted the possibility that near-roadway pollution exposure had previously been underestimated, and that people living as far as 1,000 feet from freeways are susceptible to the effects of traffic pollution. Other reputable research entities such as the Health Effects Institute (HEI) indicate that exposure to unsafe levels of traffic emissions may in fact occur up to 984 to 1640 feet (300 to 500 meters). The range reported by HEI reflects the variable influence of background pollution concentrations, meteorological conditions, and season.[5]

Based on this large body of scientific evidence, the Los Angeles County Department of Public Health (DPH) recommends:

- A buffer of at least 500 feet should be maintained between the development of new schools, housing or other sensitive land uses and freeways. Consideration should be given to extending this minimum buffer zone based on site-specific conditions, given the fact that unsafe traffic emissions may be present at greater distances.[*]

- New schools, housing or other sensitive land uses built between 500 and 1500 feet of a freeway should adhere to current best-practice mitigation measures to reduce exposure to air pollution which may include: the use of regularly maintained air filtration to enhance heating, ventilation and air conditioning (HVAC) systems, and the orientation of site buildings and placement of outdoor facilities designed for moderate to vigorous physical activity as far from the emission source as possible.[6]

Development of parks and active recreational facilities in proximity to freeways

Parks and recreational facilities provide important health benefits to community residents by increasing opportunities for physical activity, improving mental health, and strengthening social ties with neighbors.[7,8,9] However, siting parks and active recreational facilities near freeways may increase public exposure to harmful pollutants, particularly while exercising. Studies show that heavy exercise near sources of traffic pollution may have adverse health effects.[10,11,12] However, there are also substantial health benefits associated with exercise.[13] Therefore, DPH recommends the following cautionary approach when siting parks and active recreational facilities near freeways:

- New parks with athletic fields, courts, and other outdoor facilities designed for moderate to vigorous physical activity, should be sited at least 500 feet from a freeway. Consideration should be given to extending this minimum buffer zone based on site-specific conditions given that unhealthy traffic emissions are often present at greater distances.

- New parks built between 500 and 1500 feet of freeways should adhere to best-practice mitigation measures that minimize exposure to air pollution. These include the placement of athletic fields, courts, and other active outdoor facilities as far as possible from the air pollution source.

Development in proximity to high-volume roads (excluding freeways)

CARB defines high-volume roads as those carrying traffic in excess of 50,000 vehicles on an average day in a rural area and 100,000 vehicles on an average day in an urban area. Air emissions near high-volume roads can be similar to freeway-adjacent emissions, and CARB recommends a similar buffer distance (500 feet minimum) be established to separate sensitive uses from high-volume roads to protect health.[14] In addition to overall road volume, CARB guidance states that truck traffic density is a key factor that contributes to air quality near roadways due to the diesel particulate matter (PM) that they generate. Trucks that transport perishable goods contribute additional emissions from diesel powered transport refrigeration units (TRUs).[15] Given that high-volume roadways exist throughout Los Angeles County, DPH recommends the following approach:

- New schools, housing or other sensitive land uses built within 500 feet of a high-volume roadway should adhere to current best-practice mitigation measures and be sited as far from the roadway as possible.

- New parks and recreational facilities built within 500 feet of a high-volume roadway should adhere to current best-practice mitigation measures and be sited as far from the roadway as possible.

- Avoid siting new sensitive land uses within 1,000 feet of a distribution center (that accommodates more than 100 trucks per day, more than 40 trucks with operating TRUs per day, or where TRU unit operations exceed 300 hours per week).

Additional Considerations

Many communities in Los Angeles County that are located near freeways and high-volume roads are also characterized by compact and walkable development that offers a mix of uses and easy access to transit, employment centers, retail, and other amenities. This type of development pattern is recognized by CARB and other expert bodies as a key strategy in improving regional air quality by replacing driving trips with walking, bicycling, and transit trips.[16,17] Walking and bicycling are also important ways to increase physical activity and reduce chronic diseases such as diabetes and cardiovascular disease. Promoting development in existing city centers and other built-up areas can also help address needs for affordable housing near places of work, reduce development pressure on outlying areas, and help in efforts to protect natural areas. DPH recognizes both the benefits of such development patterns and the need for affordable housing in city centers and maintains that due to the potential health risks, particularly for low income populations already experiencing significant health inequities, sensitive land uses should be located at least 500 feet from freeways.

Best Practice Mitigation Measures to Reduce Exposure to Road Pollution

Research has shown a clear association between exposure to near road air pollution and negative health outcomes, leading DPH to recommend that a 500-foot buffer should be maintained between the development of new schools, housing and other sensitive use and freeways. DPH also recommends that any development in proximity to freeways and high-volume roads should adhere to current best-practice mitigation measures to reduce exposure to air pollution. There is limited information about the effectiveness of measures designed to reduce exposures and mitigate negative health effects. However, if a jurisdiction decides to proceed with development near freeways or high-volume roadways, DPH offers the following considerations, consistent with CARB's Technical Advisory, *Strategies to Reduce Air Pollution Exposure Near High-Volume Roadways. April 2017.* It is important to note that no single mitigation measure alone has been identified as adequate to reduce the entry of pollutants into residences from nearby roadways. Rather, it is the combination of mitigation measures that is likely to have the greatest impact on reducing air pollutants in indoor air. Note that adhering to fire code takes precedence over these considerations.

1. Building design measures:

    a. Site apartment units as far as possible from the source of air pollution.
    b. Double glaze all windows in the housing units to reduce exposure to air pollution.
    c. Avoid or limit the placement of balconies on the side of the building facing the freeway/high volume roadway.
    d. Install MERV 13 filters (or above) on the air handling units for the HVAC system and replace them on a quarterly basis or whatever basis is recommended by the filter/HVAC system manufacturer. Identify who will replace the MERV filters, ensure that personnel are trained on their responsibilities, and conduct regular inspections to ensure that filters are being replaced as recommended.
    e. Locate outdoor air intakes for the HVAC system as far as possible from the freeway/roadway, the freeway off-ramp, and the parking area.
    f. Maximize the sound transmission co-efficient (STC) for the interior/exterior walls to limit indoor noise and air pollution.
    g. Design buildings with varying shapes and heights to help break up air pollution emission plumes, increase air flow, and help reduce pollutants such as particulates and noise.

2. Site-related measures:
   a. Where possible, erect a sound wall between the development and the freeway to help serve as a noise and air pollution barrier.
   b. Plant vegetation barriers between the freeway/high volume roadway and the housing site to help with pollution reduction. In selecting the design and species for this vegetation barrier, follow guidance described in the Environmental Protection Agency's July 2016 document "*Recommendations for Constructing Roadside Vegetation Barriers to Improve Near-Road Air Quality*". To assist in identifying appropriate trees, see the following link: www.itreetools.org
   c. Plant additional trees on neighborhood streets surrounding the housing development to further mitigate air pollution.

3. Transportation measures:
   a. To reduce idling, traffic build-up, and associated emissions, install roundabouts at freeway off-ramps and at intersections near the site.
   b. Encourage occupants to use zero-emission vehicles by providing preferential parking for these vehicles and by providing charging stations.
   c. Provide bicycle parking and parking spaces for car-sharing programs.

[*] Conditions along a freeway and on different freeways are subject to considerable variation. Vehicle types on the roadway (diesel, gas, electric, or hybrid vehicles), average speeds, average daily traffic volumes and other factors all impact the levels of pollution generated by a freeway, and thus the necessary buffer zone to reduce health risks

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portland City of

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Public Comment - Order 247-22/23: Why Not Bring Oxford Street Shelter Back On Line?

George Rheault <george.rheault@gmail.com> Sun, Jun 11, 2023 at 11:51 AM
To: Public Comment <publiccomment@portlandmaine.gov>, Kate Snyder <ksnyder@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, Roberto Rodríguez <rrodriguez@portlandmaine.gov>, Anna Trevorrow <atrevorrow@portlandmaine.gov>, Victoria Pelletier <vpelletier@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Andrew Zarro <Azarro@portlandmaine.gov>, Mark Dion <mdion@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Dena Libner <dlibner@portlandmaine.gov>

While the proposal for 166 Riverside Industrial Parkway gets a deep look at Monday's Special City Council Meeting, an outstanding question remains why the City of Portland is not expending more energy (including a loud and public lobbying campaign to get cooperation from the landlord, Port Properties) exploring a lease renewal for emergency shelter at the former, now empty and mothballed, Oxford Street Shelter complex.

This is a tired facility, but it meets fire codes, has bathrooms and fire sprinklers and common areas and outdoor space, including an outdoor bathroom. It is effectively a turn-key facility aside from some freshening up that may be necessary since it was shut down earlier this year in late March. See attached photos.

Why isn't this being explored more seriously with a Council workshop or meeting all its own?

The City has the floor plans. Staff knows it in and out. Currently the Fire Department has an agreement of some kind with Port Properties to use it for training. I requested that agreement weeks ago and it still has not been made available to me.

It is obvious that under current conditions, the City of Portland needs MORE than just 166 Riverside Industrial Parkway, even if that facility is found to be suitable and adequate as emergency shelter housing. If Port Properties wants to say no to allowing re-use of Oxford Street Shelter in a public showdown with the City Council and risk reputational harm in the public opinion arena, let them proceed with embarrassing themselves.

I urge you to ramp up attention and effort on bringing the Oxford Street Shelter back into the fold for the next 18-24 months to help get our community through this crisis.

3 attachments

Undated Emphasis Area Notice for Oxford Street Shelter Vicinity.JPG
1880K

Empty-Mothballed Oxford Street Shelter - Looking West.JPG
3082K

Empty-Mothballed Oxford Street Shelter - Looking East.JPG
3723K